

Nantucket Preservation Association, Inc. (HOA)
Board of Directors Meeting
Location: 1104 Faraway Island (Howard's)
5:30 P.M. Tuesday 11 December 2018
MEETING MINUTES

1. **Quorum Call:** 5:35 PM, Board members present: Ward Wells-President, Howard Williams-Vice President, Bernie Bernard-Secretary, Kevin Griffin-Asst-Secretary, Cecivon Garcia-Treasurer. *Quorum was met*. Visitors: Hank McQuaid (HOA Manager), Paul Wolfe (ACC Chair).
2. **Prior Board meeting minutes:** meeting of 13 Nov 2018 minutes were approved unanimously.
3. **HOA Management report:** There are currently 2 dues delinquencies.
4. **HOA Committee reports (Board Liaison):**
 - a. *Maintenance & Landscaping (Kevin):* **Kevin** and **Howard** will make a list of recommendations, in priority order, to present at the upcoming Annual Meeting, for (1) Commons maintenance items and (2) Commons enhancements and new amenities.
 - b. *Architectural Control (Cecivon):* Paul Wolfe presented the proposed amendment to the Deed Restrictions of each Nantucket phase, along with a letter of explanation and some questions answered by our attorney Cully Lipsey. A copy of the letter of explanation and the answered questions is attached to these minutes. We decided to send this material along with a map of the phases in the mailing for the Annual Meeting. We also plan to have signature sheets at that meeting for ratification of the amendment.
 - c. *Traffic (Ward):* no report.
 - d. *Lake & Park (Bernie):* Bernie reported on progress assessing and remediating the impacts on Nantucket lake. He had an on-site meeting with the supervisor on The Ranch construction project after the recent rain, and also took pictures of the eroded soil from that rain. He also sent an email to the City expressing the same concern with the upcoming Arrington Road renovation and soil erosion into our lake. He ordered nutrient test kits for initial tests of the lake water and has arranged for litigation-quality determinations of nutrients by the GERG Research Center at TAMU if we find evidence of elevated nutrient levels.
 - e. *Financial (Cecivon):* We have **\$87,945** cash.
 - f. *Web Site (Bernie):* no report.
 - g. *Feral Hogs (Howard):* no report.
 - h. *Directory (Bernie):* no report.
5. **Other business** –upcoming Annual Meeting: Ward presented a draft agenda. At that meeting **Kevin** and **Howard** will present their *Maintenance & Landscaping* “wish-list” discussed above. **Bernie** will give a report on the lake spillway renovations we recently completed and will give a separate report on the *Lake & Park* issue and assessment discussed above. **Bernie** will also encourage the nomination of new board members with a mass email to the HOA members.
6. **Next Board meeting:** 11:00 AM on 26 Jan 2019 at Wellborn Community Center after Annual Meeting.
7. **Adjournment** 6:43 PM



Bernie B. Bernard, Secretary

The Nantucket Board of Directors proposes to amend the Declaration of Covenants for all phases of Nantucket. The goal of the amended Covenants is to provide definitiveness to Occupancy and Leasing within Nantucket. In addition, the amended Covenants will bring Nantucket more in line with comparable neighborhoods in our area, such as Indian Lakes, Pebble Creek and Traditions. The following is a laymen's chart which outlines the proposed amendment to the covenants.

→ OCCUPANCY:

- a) Any number of related persons
or
- b) Not more than two unrelated persons and their children/lineal descendants

RELATED means:

- i. Within the second degree of consanguinity - (Blood)
- ii. Within the second degree of affinity - (Marriage)
Or
- iii. By a legal guardianship.

GRANDFATHER clause (for those prior to this amendment):

If, on the date of recording of this Amendment, any residential dwelling is occupied in violation of this Amendment under an existing lease or by an Owner or co-occupants, this pre-existing condition shall continue to be allowed until such time as the existing lease of any such occupants expires by its terms or is otherwise terminated or the Owner no longer has co-occupancy which violated this Amendment. Any extensions or renewals of such lease will not be allowed and will not be considered a pre-existing condition.

→ LEASING: Shall be permitted, provided

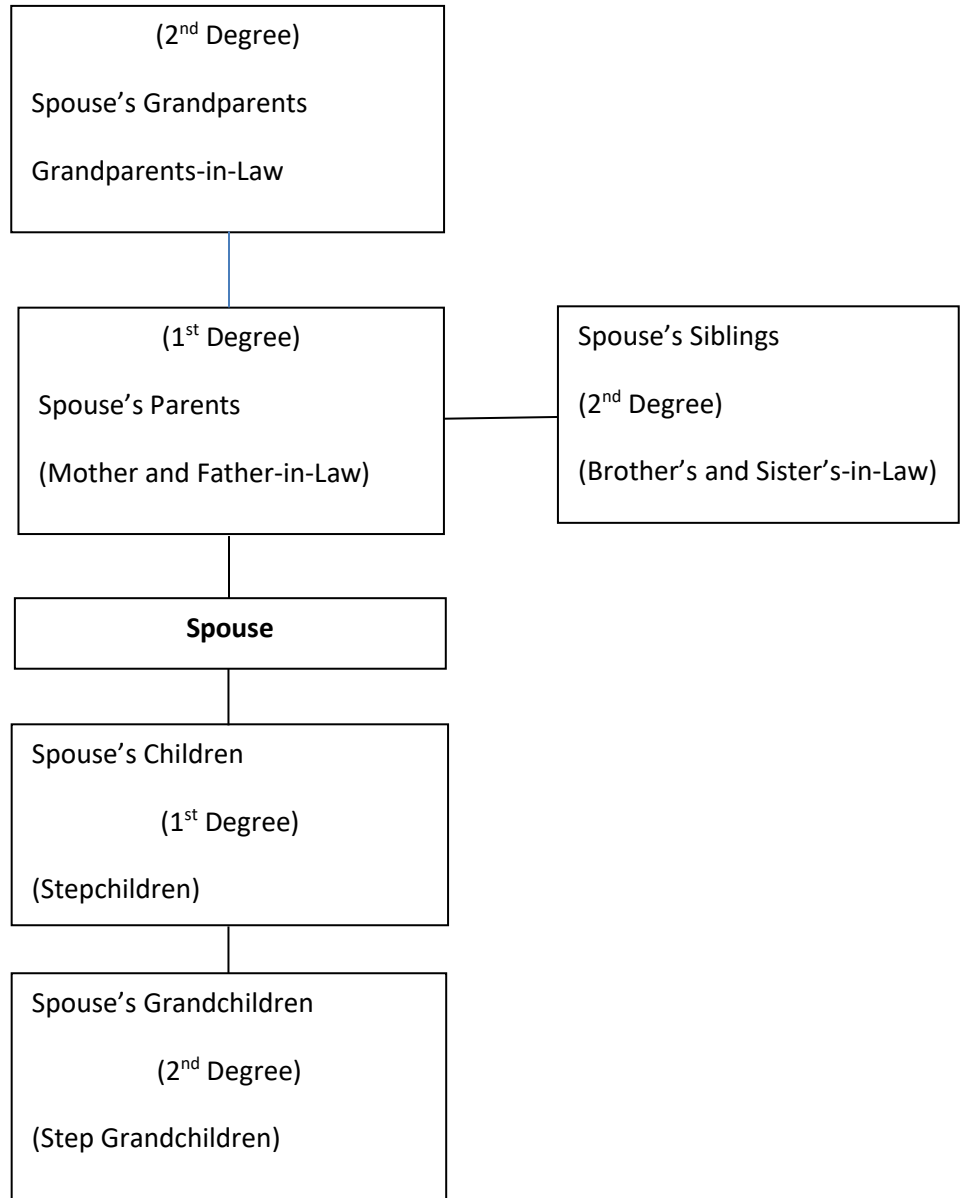
- i. The Owner executes one, and only one lease at any given time
- ii. The Owner registers the name, contact information of all tenants named in the Lease, along with the names of any other occupants ... with the Association within 10 days after commencement of the Lease
- iii. The occupancy of the leased Lot or Parcel complies with Paragraph 1 (Occupancy)

Notes:

- Majority of Owners (51%) by Phase – as defined by current Covenants and Texas statutes.
- Phase 7 – defines Occupancy which would restrict leases (Section 3.35). The HOA would prefer all phases of Nantucket's covenants be amended with the proposed Occupancy clause.
- The signed petitions would need to be signed by both the President and Secretary of the HOA and notarized.

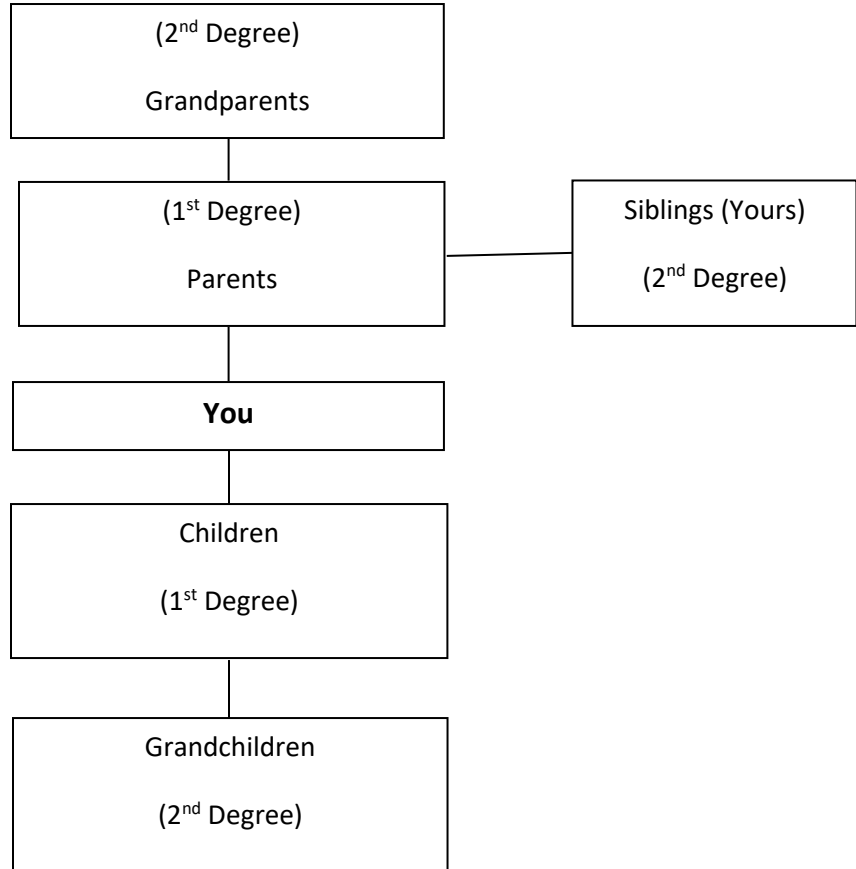
AFFINITY CHART

✓ *(Through Spouse)*



CONSANGUINITY CHART

✓ *Blood*



Questions for Cully:

1. Can just one phase implement the amendments if another phase doesn't want to or doesn't have the signatures? (Yes), we will need to amend some of the phase wording in the document.
2. Majority of Owners (51%) by Phase – This by current Covenants and by Texas statutes? The Texas statutes say it is what the least restrictive of the phases is. In the case of Nantucket it is 51% which takes precedence.
3. Even though we would like all the phases to have the same Occupancy wording in the Covenants, can phase 7 go with what they have?
4. Is there a time frame for implementation once we start collecting signatures? No
5. Is there anything that the Nantucket Board of Directors needs to read or disclose at the annual HOA meeting (January) related to amendments (bylaws)? I plan to present this at that time. No