



HUNTER'S GLEN & Hunter's Cove News



An occasional newsletter published for and by the Hunter's Glen Homeowners Association

September 2010

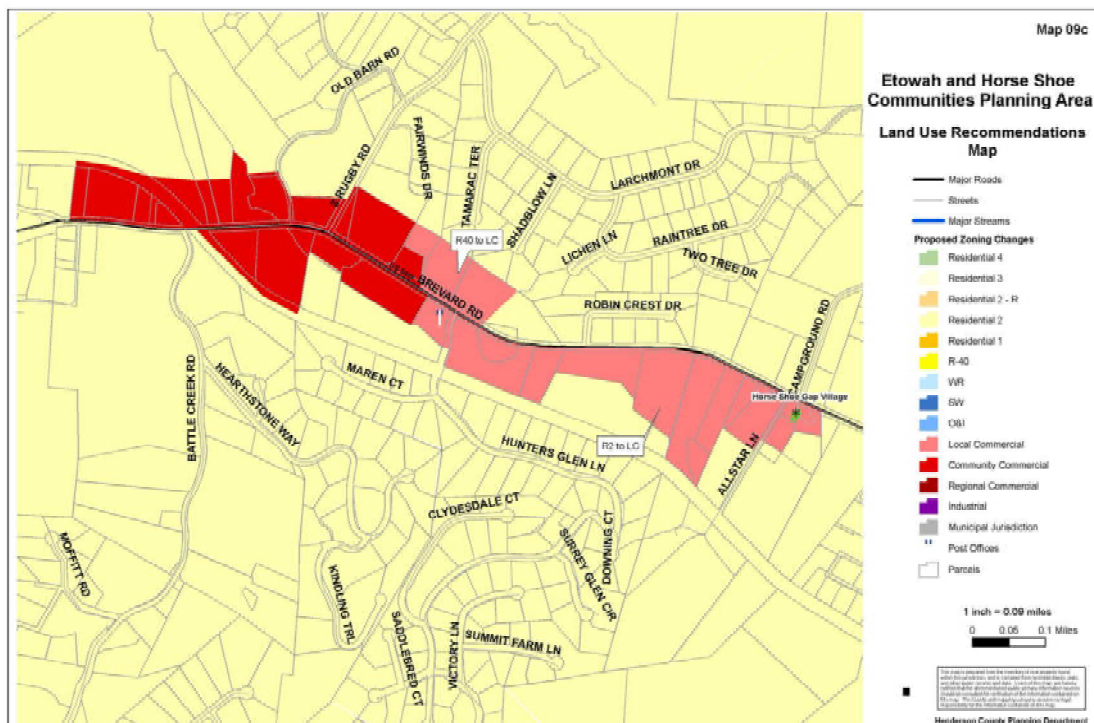
A Few Words from John

It's mid September--here did summer go? I've done nothing this summer, and I'm the one who's always saying 'make every heartbeat count'. I didn't even get the hummer feeders out. So it goes (did get a bear visit). We have lots in this newsletter, ranging from the upcoming Boo-whoop-de-do, to the rezoning activities, to the covenant/by-law rewrite. All the comments received are included, so you can get a sense of the updates we will be making. So strap yourselves to the mainmast, it's gonna make for an interesting fall and winter. Please be a participant! ♦ *John Dellinger, President HOA*

Rezoning of entrance property

The HOA and 15 residents attended the Henderson County Planning Board hearing Thursday night, Sept. 16, for the review and recommendation for the pond and surrounding property (among other areas) to be rezoned from R2 to LC. A full explanation of the rezoning and how it will affect our community is located on the community website at www.huntersglencove.com.

The Board of Commissioners must hold a public hearing prior to taking action on the amendments. No public hearing has been scheduled by the Board of Commissioners at this time, though it's expected to be scheduled some time before the end of November. We will be presenting a written proposal re: the use of the land between the post office and the new fire station before that meeting. The map below shows the Horse Shoe Community proposed zoning map amendment for our area. The darker area (red) is the current commercial area consisting of the strip mall, restaurant, hardware store, and quick mart.



The lighter shaded area (pink) is the proposed change. It would change to LC (local commercial) the area along U.S. Highway 64W from an existing CC (Community Commercial) zoning district extending southeast along the southern portion of U.S. Highway 64W to All Star Lane (near South Rugby Road). Local commercial will allow:

- a variety of retail sales and services, public and private administrations, offices and all other uses done primarily for sale or profit on a local or neighborhood scale
- Is directed largely to **Community Service Centers** as defined in the Comprehensive Plan (see below).
- Is compatible with adjacent development and the surrounding community
- Will minimize congestion and sprawl

The [Etowah and Horseshoe Communities Plan](#) is on the website at www.huntersglencove.com

For more information, call one of the following extension numbers at 828-697-4819

Planning Department Staff

Planning Director, Anthony Starr	Ext. 1051
Administrative Assistant, Kathleen Scanlan	Ext. 1051
Senior Planner, Autumn Radcliff	Ext. 1060
Transportation Planner, Hope Bleecker	Ext. 1059
Planner II, Matthew Cable	Ext. 1056
Planner I, Parker Sloan	Ext. 1057
Property Addressing Supervisor, Curtis Griffin	Ext. 1018
Property Addressing Technician, Tamarah Blake	Ext. 1019
Property Addressing Assistant, Terri Lanning	Ext. 1020

Planning Board

Member	Expiration of Appointment	Appointment Date
Jonathan C. Parce, Chairman	May 1, 2013	July 2004
J. Michael (Mike) Cooper, Vice Chair	May 1, 2012	September 2001
Steve Dozier	May 1, 2012	December 2008
Wayne Garren	May 1, 2013	May 2010
Marilyn Gordon	May 1, 2013	May 2010
Boyce Thomas Laughter	May 1, 2012	April 2003
Rick Livingston	May 1, 2011	October 2009
Stacy Rhodes	May 1, 2011	December 2004
Suprina Stepp	May 1, 2011	April 2008

Overview: Community Service Centers:

3.4: Community Facilities and Services (pp.24-25 of [Etowah and Horseshoe Communities Plan](#))

- **Expand local County parks and greenways in the Etowah and Horse Shoe Communities.**
 - Consider adding corner and/or neighborhood parks at centrally located areas in the Planning Area.
 - Consider the establishment of a multifunctional YMCA, governmental, or nonprofit full service recreation facility and community center in the Planning Area.
 - Consider establishing a service district to create revenue to support recreation in the Planning Area.
 - Consider establishing a greenway between Hendersonville and Brevard on the existing Norfolk- Southern railroad line.
 - Incorporate pedestrian friendly measures in the core of the Communities.
- **Improve emergency services in the Etowah and Horse Shoe Communities.**
 - Increase law enforcement presence and patrol in the Planning Area.

The Social Committee invites everyone to the 2nd Annual Boo Bash



A COMMUNITY EVENT for all ages
Saturday, October 16, 2010 beginning at 5:00 PM
near the entrance to our community

**BRING A CHAIR, GATHER AROUND THE FIRE WITH NEIGHBORS AND
ENJOY THE MUSIC**

Hot dogs, chips, cider and hot chocolate will be provided.

Bring your fixings for some-mores (and sticks for cooking over the fire)

Please help by bringing a bag of candy.

For the Kids: we will have piñatas, a costume contest and a pumpkin
decorating contest (kids, bring your decorated pumpkins)

50/50 Raffle - - RAFFLE TICKETS \$1.00 each or SIX for \$5.00
(Winner takes 1/2, Social Committee takes 1/2 for future events)

+ + + + +

Comments on the Proposed Covenant Changes

John Dellinger, HOA Pres.

I think there may have been some confusion as to the intent of the covenant and by-law draft handouts, and I accept the responsibility for not communicating the intent well enough. The rewrite committee wanted everyone's input to determine whether the distributed document draft represented the community's wishes before requesting a vote of \$\$ for an HOA lawyer review.

Well, all opinions are in, (see below) and we've work to do. As of today (Labor Day), we've had 58 responses from the community:

- 39 reject (many with comments re: how to make the documents better—see below)
- 11 accept
- 8 want clarification
- 1 voted not to accept or reject

(The numbers don't add up because some people opted for more than one option on the input sheet.)

So, it's back to the drawing board, and this time with lots of interesting, well thought out comments. If you have constructive ideas regarding how these documents should be written, please provide them. Remember, a representative set

of covenants and by-laws ultimately remains the responsibility of each homeowner. The rewrite group’s task remains to develop a set of documents that:

- Represent this neighborhood and the values of its residents
- Are fair and not over burdensome
- Protect the real estate values of our homes
- Are and would remain current

The process then is to:

- Review the rewrite committee’s output with the community.
- Homeowners decide via a vote whether it’s time to spend the additional \$\$ for a lawyers’ review.
- If approved, HOA lawyers clean up document to make it legal—if there are significant changes, doc’s go back to community for another review. If no significant changes the docs are put to a vote by the community to accept or reject.
- Accept=done.
- Reject= do it again or dissolve the Association (i.e., no covenants). It takes an 80% vote to dissolve the association.

Comments so far (in no particular order):

1	Need additional time to review docs, and clarification at meetings	Walter Sinclair
2	Re: Minimum residential requirements—allow modular homes; some built to very high standards	Don & Brenta Poole
3	One outbuilding per three platted properties requirement in current covenants only pertain to the Glen. There are already homes on one property in the Glen with outbuildings and they do not have 3 plats. The Cove should not be required to have 3 platted properties before they can build an outbuilding	Don & Brenta Poole
4	Current size limit for outbuilding is 200 sq ft—the 900 sq ft in new draft doesn’t comply with that standard.	Don & Brenta Poole
5	Does definition “rear of property” mean back of house?	Don & Brenta Poole
6	Vehicle storage—is wording “behind house” necessary? With large lots in Cove, it’s possible to shield vehicle without it being behind the house.	Don & Brenta Poole
7	Why is approval for annual assessment 67%? Currently a simple majority.	Don & Brenta Poole
8	What is a quorum for voting special assessment, “eligible voting members”, or “eligible voting members present”. Past experience shows it’s impossible to get 2/3 of eligible voting members to respond, much less vote to pass.	Don & Brenta Poole
9	Note—lots of corrections and definition clarification provided	Don & Brenta Poole
10	According to Roberts rule of order, if there are by-laws separate from the covenants, the by-laws are supposed to be easier to change—not true in draft—unless its stated that approval requirement is 2/3s of qual’d voters present, by-laws will be as difficult to change as covenants	Don & Brenta Poole
11	Why use June 30 as end of fiscal year? That means annual meeting must be between mid-May & mid-August, a time when many people are on vacation, making it difficult to get a 2/3 vote or have a meeting quorum.	Don & Brenta Poole
12	Requirement for meeting notice different: 72 hrs in one spot and 10 days in another	Don & Brenta Poole
13	Quorum at meetings—why raised to 51% of votes entitled to cast? Currently set at 25%. At times we have difficulty getting even this # people to attend. Some owners don’t live in NC most of the time. Per NC Planned Community Act, 10% of those eligible to vote is a quorum. If we stay at 51% approval, recommend including provision 47f-3-9, which reduces by 50% the number constituting a quorum at second and third meeting attempts.	Don & Brenta Poole
14	Vote designee meant to be for one meeting or permanent? Concerned that if designated person not present, another owner of property may not be allowed to vote. When is designee name to be sent to secretary?	Don & Brenta Poole
15	Why not use a simple majority to approve at the annual meeting as we have now? Otherwise it may be interpreted as 2/3 of the whole association. Is that intended?	Don & Brenta Poole
16	Bottom line—the “voting members” number is what will make or break amending these documents. Current requirement of ¾ of all votes is not realistic: in 11 years, there has been no meeting where 75% of votes entitled to be cast, or proxies were present. Serious consideration needs to be given to exactly what needs a 2/3 vote vs a simple majority. Except for the dissolving of the association, which currently takes an 80% vote, nothing else should exceed 2/3 approval. To amend the by-laws should probably be 2/3 (super majority) vote, and to amend the covenants, a 2/3 vote. Anything else should be a simple	Don & Brenta Poole

	majority vote.	
17	The community does not need extremely tight architectural review guidelines.	?? couldn't read sig.
18	Leave current covenants and by-laws alone	?? couldn't read sig.
19	Too much power transferred to the HOA, no matter who runs the HOA	Vote no group
20	Current draft requires permission to change landscaping	Vote no group
21	Current draft requires permission to cut trees	Vote no group
22	Current draft requires permission to Park on street	Vote no group
23	Fines for shooting rabid animal	Vote no group
24	Fines/ shut-down for noticeable increase in traffic due to home business	Vote no group
25	Fine for contractor sign if he give you discount on bill	Vote no group
26	Fine for more than 2 political signs	Vote no group
27	Current draft allows doubling of term length and staggering terms not in long term interest	Vote no group
28	Overly restrictive rules can drive buyers away	Vote no group
29	Leadership indemnified so they cannot be practically challenged	Vote no group
30	I want no covenants. Didn't know we had covenants when we moved in	Stan Arnold
31	Want community meetings before deciding	Tom Buck
32	I oppose assessments and atty fees to support changes	Carol Delise
33	Many lots do not offer an owner the option to erect shed at rear of property due to slope	Carol Delise
34	paving driveway should not be required	Carol Delise
35	Cutting trees is owners decision	Carol Delise
36	Too restrictive. Good precedents include child's tent or temp play structure, and Jewish sukkah (October)	Carol Delise
37	Trash pick-up assumed. Doesn't consider those who remove trash themselves	Carol Delise
38	Vehicle storage too restrictive—what about visitors with travel trailer or rec vehicle	Carol Delise
39	People should be able to fly the flag of the United States in any size they wish—restriction is against law	Carol Delise
40	I need clarification before making a decision	Gilmer Black
41	excess power transfer to HOA—rules inappropriate for this community	Allen Veach
42	Front entrance not maintained well enough.	Hubert and Ruth Sharon
43	Continue with current documents	Hubert and Ruth Sharon
44	Scope of new proposals too intrusive	Carmine Accomando
45	Too much arbitrary power to too few individuals	Carmine Accomando
46	Proposed rules taking away autonomy of neighborhood	Carmine Accomando
47	COVENANT MAJOR CONCERNS: Period of time in which the Covenant is in force: The proposal is for 20 years followed by periods of 10 years. No reason is given for a lengthy initial period. SOLUTION: Make all periods to be ten years beginning with 2010 to 2020.	Ed Beach
48	Residents are not allowed to have a home office (p. 4, Property Use, "...for residential use <i>exclusively</i> "); such a restriction is not practical or helpful in this age of SOHO. SOLUTION: Delete the word "exclusively."	Ed Beach
49	The cutting of trees requires written consent of the Board (p. 5). People choose to live here because they appreciate the trees, so this degree of micro-management is overkill and creates an unnecessary bottleneck. SOLUTION: Delete this point.	Ed Beach
50	The relevancy of Section 207 of the Telecommunications Act of 1996 (p. 5) is vague and unhelpful. SOLUTION: Whatever is intended by this point in the Covenant needs to be stated explicitly within the confines of the document itself rather than by reference to an outside document.	Ed Beach
51	Prohibiting temporary shelters that have negative impact on the quality and beauty of the subdivision is okay, but the wording of wording of the Covenant prohibits all tents (p. 6). This means we can't have a camp-out with our grandkids using a recreational tent in our own back yard. Good grief!!! Even picnic tables would be excluded by the definition of "structure." The point should be to not allow temporary structures to become long-term structures. SOLUTION: Specify a time limit such as one week for temporary structures.	Ed Beach
52	No boundary lines shall be relocated for any purpose (p. 6). This overlooks the need to sometimes officially re-survey and re-establish boundaries that have come into question. Attempting to prevent this could result in a well justified law suite against the HOA. SOLUTION: Drop this point and rely instead on state, county and city ordinances and procedures regarding property boundaries	Ed Beach

53	The paragraph titled "Commercial Use" (p. 6) should be renamed because it includes "religious enterprise" and because the real issue here is safe traffic flow and avoiding unsightly parking rather than commerce, industry or religion. Yard sales, holiday parties, Tupperware parties, gatherings of friends, clubs and groups of various kinds are examples of one-time or repeated events that could create a temporary parking issue, but are not covered by this point due to the poor specifications of this paragraph. Thoughtful visitors will often not park in the driveway so as to ensure they can leave without requiring other cars to be moved. SOLUTION: Substitute paragraph: "On-street parking is not permitted that unduly inhibits the safe and normal flow of traffic, or that regularly takes away from the aesthetic qualities of the subdivision."	Ed Beach
54	Requiring trash removal on a weekly basis (p.6) is unnecessary micro-management. A single person or couple who generate little trash, use a kitchen disposal unit, and who take trash to the local recycling center rather than pay for a pick-up service may not have a legitimate need for weekly trash disposal. Visibility, cleanliness and animal-proof containers are the key issues here, not a timeline for disposal. SOLUTION: Substitute paragraph: "All rubbish, trash, garbage and waste is to be disposed of in a timely manner that preserves the sanitation and aesthetic character of the subdivision. Residential containers used for all types of trash shall be animal-proof, shall not be left in the street longer than 24 hours, and shall not inhibit the safe and normal flow of traffic. Trash shall not be placed on any portion of the subdivision except as temporary for bona fide construction or improvements of the subdivision."	Ed Beach
55	Off-street parking (p.6) is a paragraph that should be in proximity to, or combined with, the item listed above that is also about parking. SOLUTION: Move or combine this paragraph to other parking-related text.	Ed Beach
56	The sentence "Parking on roadways shall not be permitted" is problematic, burdensome, impractical and unhelpful for previously mentioned reasons. SOLUTION: Delete this sentence.	Ed Beach
57	Parking within a road right of way for longer than 3 days is not allowed (p. 7), exception of extenuating circumstances requires applying to the Board for approval, and in the examples of exceptions, icy weather is not mentioned. This is very unhelpful in light of the fact that many of us have steep driveways and during icy weather, such as we had this past winter, we need to leave our cars at the end of the driveway within the road right of way. Having to apply to the HOA Board for approval when an ice storm will be upon us in a matter of hours creates a decision-making bottleneck. Realistically, who would want to store their vehicle in the road right of way except for extenuating circumstances? Everybody wants their vehicles as close as possible to their house for their own convenience. SOLUTION: Consider deleting this second paragraph of the section titled "Vehicle Storage", thus leaving only the first paragraph; however, more consideration is needed of the possible scenarios that might have given rise to this point.	Ed Beach
58	Apart from the statement of negative impact on property value, the paragraph on "Nuisances" (p. 7) is written in such a way that anyone who disagrees with anyone else can accuse them of creating discomfort or being annoying. Let's not allow our subdivision to dissolve into a breeding ground for pettiness. The local civil laws include sufficient basics of what is needed, and if they don't it would be very messy to set the bar even higher. SOLUTION: This paragraph needs more discussion and revision.	Ed Beach
59	The paragraph on "Responsibility for Others" (p. 7) is very impractical micro-management. Are we supposed to require guests to read through the covenant before they visit us? Should one of us be fined if a guest or visitor breaks a rule here? Note that visitors may include uninvited visitors. How can we realistically be responsible for people who in fact we cannot control? It is not difficult to imagine legal complications with this point. SOLUTION: Delete this paragraph	Ed Beach
60	The restriction on time periods for political signs (p. 8) could be said to be infringing on the First Amendment's guarantee of freedom of speech. SOLUTION: Delete the time period part of this restriction, leaving only the size and number parts of the restriction, and trust in the good will of the HOA members to maintain the ethos of natural beauty in our subdivision.	Ed Beach
61	We appreciate the intent of the paragraph on "Animals" (p. 8), but the wording creates as many problems as it resolves. One example is that someone who would like to breed their show quality dog and then sell the pups cannot do so because pets cannot be bred or sold for profit. Not breeding female dogs at least once in their life can actually lead to unpleasant problems and strange behavior. Another example is that this paragraph specifies that animals must be kept on a	Ed Beach

	leash; this overly restrictive behavior can frustrate an animal which then leads to unnecessary and undesirable barking. Finally, "domesticated household pets" is probably not defined adequately. SOLUTION: More work is needed on this.	
62	"Rules, Resolutions, and Procedures" includes notice being given "no sooner than 10 days prior to the Board meeting" (p. 8). "No sooner"??? Just 10 days'? SOLUTION: Given the travel schedules of some of our residents, and the possible need to vote by proxy, a period not less than 21 days prior to the Board meeting would be realistic. Also, requiring that notice be given via email in addition to postal mail would be helpful for HOA members who might be traveling.	Ed Beach
63	"Services Provided by the Association" (p. 10) does not include anything about care and upkeep of community green space. SOLUTION: This basic function should be addressed in a way that does not unnecessarily restrict the Board, but rather ensures that proper green space maintenance is carried out to maintain the natural beauty of the subdivision.	Ed Beach
64	"Indemnification" (p. 11) is a proverbial "can of worms" that may lead to far greater problems than it resolves. SOLUTION: This should be re-thought in terms of what the insurance company would be willing to pay for.	Ed Beach
65	<p>Finally, taking effective steps to achieve "buy-in" among HOA members concerning this document needs to be given substantial consideration. This is far from being a secondary or trivial issue. The need for buy in is always inherent in the establishment of HOA documents since the implementation of such documents should result in the happiness and contentment of subdivision residents. Unfortunately however, the current process has devolved into very unpleasant interactions, so now the hard work of achieving buy-in is even more critical -and difficult.</p> <p>Buy-in is not only an issue of values and desires, but also of collaborative engagement in the process. Given the complexity of these documents, the fact that some of us have very full schedules including prior commitments and travel outside of the area, and that we will have to live with the results of this decision for many years, it is unreasonable for the HOA members to be allowed only two weeks to process the proposed document revisions.</p> <p>SOLUTION: At least two months should be given for the HOA members to adequately process the proposed revisions. Meetings are needed to establish understanding, necessary compromise and agreement of what will be helpful and realistic.</p>	Ed Beach
66	Minor concern--Various miscellaneous punctuation errors and word choices that should be clarified or otherwise improved.	Ed Beach
67	BY-LAWS --Major concern--The combative attitude, and assignment of great power to the Board, in sections 10.1, 10.3 and 10.5.	Ed Beach
68	BY-LAWS --MINOR CONCERNS: Jot-and-tittle issues, e.g., the meaning of "HOA" in 2.3 may be obvious, but since this is a legal document, should be previously defined in the By-Laws: also, the lack of clear meaning in 5.12; and also, the somewhat confusing use of numbers in 5.17(c).	Ed Beach
69	I agree with Ed and Elenore Beach	Janna Davis
70	No covenants—a few basic rules good—neighborhood nice as is	Don Weideman
71	<p>Review of the existing documents shows them in my opinion to be adequate and appropriate protection with the following exception:</p> <ul style="list-style-type: none"> • Remove reference to the developer since Robinson is no longer involved • Incorporate subsequent resolutions • Amend #9—replace weekly with periodically 	Allen Smith
72	Update by-laws accordingly including listing specific responsibilities of the association including beatification of entrance and roadsides	Allen Smith
73	I agree with Ed and Elenore Beach comments	Deborah Tomchuk
74	Why no fencing in front yard—some of us have no back/side yard	Deborah Tomchuk
75	Subdividing/boundary relocation—what if somebody purchases an adjoining lot?	Deborah Tomchuk
75	Vegetable gardens too limiting considering some of the lots	Deborah Tomchuk
76	Opposed to fines—there are other ways to work things out	Deborah Tomchuk
77	Trespass—need further thought on this one	Deborah Tomchuk
78	Something needing to be addressed—feeding of bears creates a problem for bears and residents	Deborah Tomchuk
79	Speeding problem—I have seen all ages speeding whether in a sports car, truck, or SUV	Deborah Tomchuk
80	I would not like to see such restrictions placed and authority given to just a few	Deborah Tomchuk
81	Would prefer community meetings for review rather than small group meetings	Deborah Tomchuk

82	Prefer fewer garden restrictions	Rob and Pam Sanders
83	Broaden the scope of documents	Rob and Pam Sanders
84	HOA should agree to document changes by a reasonable % (67%) of eligible voters	Mike and Sharon Williams
85	We consider the following too restrictive: P5—removal of trees P6—Leasing or renting; term of lease and frequency P7—nuisances—too subjective P8—Rules, regs, and Procedures—any amendment , mod, or revocation of the covenants must be approved by 67% of eligible voting members	Mike and Sharon Williams
86	Need to decide if commercial use is allowed. “all properties shall be used for residential use exclusively” – no wiggle room. But on p5 commercial use OK if no noticeable increase in traffic.	Carl Merola
87	Current paragraph on off street parking is too restrictive, but need provision that persons working in neighborhood not park in parts of road that are dangerous, such as blind curves, where oncoming traffic cannot be seen	Carl Merola
88	Paragraph on trash is overkill	Carl Merola
89	Paragraph on “Indemnification” too vague—if board makes a big goof, am I going to pay for it?	Carl Merola
90	I agree with many of the comments made by the Beaches	Carl Merola
91	The part on erosion control should be expanded to state that erosion caused by the building of roads or maintenance of existing roads should be the responsibility of the DOT and not the property owner—we are experiencing this in our area due to heavy traffic and heavy rains	Russ Sailing
92	People driving too fast for the narrow road	James and Judith Driver
93	Meeting should be called before any more funds are made available to an atty for the rewrite of these covenants. The meeting should be called and made available to every property owner by a means that you can prove later.	Luke Edwards
94	We all need to know the firm and atty retained for the work, his/her fee. And the hrs billed.	Luke Edwards
95	It is acceptable to knock on my door and hand a member of my family the document. I would also advise a signature of the doc’s receipt. This is cheap and can be done in an afternoon. Or use the internet. I will not pay for services rendered to my community unless they are valid, and the work has some value.	Luke Edwards
96	Because you (the rewrite committee) have worked so long and hard to revise our covenants, we feel it is only fair to give residents longer than 10 business days to respond thoughtfully to your proposal. Because it its summertime, many families have prior engagements and travel plans that prevent them from being able to read and comment on all of these pages.	Elisa McKenzie
97	We need to address the perception of too much HOA board control	George Plowman
98	How much are fines for breaking covenants—how would they be collected?	Dena DeLong
99	No wire fences in my opinion. Don’t open that Pandora’s box	Dena DeLong
100	Pets—no chained animals or animals attached to wires strung between trees, poles, etc	Dena DeLong