

LONG HILL CONDOMINIUM ASSOCIATION

Board of Directors Meeting

May 10, 1999

MINUTES

BOD
May 10
1999

A Meeting of the Board of Directors of the Long Hill Condominium Association was held on Monday, May 10, 1999 at the SDE Building, Route 202, Peterborough, NH.

Present: Jonathan Hampson, George Austermann and Cal and Ted Davison of Cardiff Management, inc.

Absent: Amy Myhaver

Call to Order

The Meeting was called to order by Jonathan Hampson at 5:02 p.m.

Review/Approval of Minutes

March 1, 1999 BOD Meeting

A **Motion** was made and seconded to approve the Minutes of the March 1, 1999 Board of Directors Meeting, as drafted. All in favor: 2; opposed: 0. Motion passed.

Old Business

Sunroom Additions - Review

Cal reviewed the status of the legal issues associated with sunroom additions including that she had spoken with Jonathan previously who authorized Cardiff to retain counsel to review and make recommendations on what the Office of the Attorney General would support regarding a possible amendment to the documents to allow such additions, as well as concerns relative to costs to the Association associated with these additions.

New Business

Request to Place Basketball Net in Tennis Court

A Unit Owner had asked that the Board consider placement of a basketball hoop and net in the tennis courts to be used by the children of the community. After review, a **Motion** was made and seconded to deny the request and to disallow any such placement. All in favor: 2; opposed: 0. Motion passed.

Cheshire Sanitation - Increase in Fees

Cal reviewed the increase in fees submitted by Cheshire Sanitation and advised that such increases were taking place at many other associations by other refuse contractors. The Board agreed to the increase, effective May 1, 1999.

Seeding in Dumpster Area ?

The Board agreed that the Association would insure appropriate costs to seed the area immediately adjacent to the dumpster area.

Jane Morrissey - Difficulties Experienced by Cardiff

Jonathan advised that Jane had contacted him asking for a meeting with the Board, but without Cardiff presence. He had agreed conditional upon her writing a list of her grievances and giving Cardiff an opportunity to respond. She had not, however, as of the time of the meeting sent any information to him.

Cal and Ted advised that Jane had raised numerous disputes associated with an extremely excessive amount of work requests and letters primarily due to her disagreement regarding who was responsible for what, etc.

George agreed that there should be no meeting with Jane unless Cardiff had the opportunity to respond as it appeared her intent was to meet with the Board without any such opportunity by Cardiff to defend themselves.

There was also a review of concerns associated with any member of the Board communicating individually with Ms. Morrissey. A **Motion** was then made and seconded that no member of the Board speak with or otherwise communicate with Ms. Morrissey individually regarding any issues, but rather in the event she again contacted any Board member, that she be advised that all communications must be in writing via the managing agent who would then bring the correspondence to the next Board meeting. All in favor: 2; opposed: 0. Motion passed.

1999 Painting - Requirements, Funding

Ted reviewed the walk through he had had with the painter, Tim Goodridge, and the recommendations made by Tim on painting for the next five years. Included where a list of what painting was appropriate for the 1999 season. Tim had also given costs per building.

After a detailed review, a **Motion** was made and seconded to fund the 1999 painting by way of a Special Assessment in the amount of \$500 per unit, the date of which to be July 1, but offering installment payments of July, August, September and October at not less than \$125 each. All in favor: 2; opposed: 0. Motion passed.

A notice will be sent out to the Unit Owners as quickly as possible to allow for at least 30 days notice before the first installment is to be due.

1998 Amendment - Inclusions and Impact

Cardiff reviewed the actual amendment proposal presented to the membership, the language of the actually recorded document and what took place and when. The prime concern is that while it appeared the intent was to amend the Bylaws for the Annual Meeting to take place in September each year, the actual amendment only allowed for the meetings to take place within four months, not two of the close of a fiscal year. As the fiscal year had not been amended, the amendment recorded only allowed for the meeting to take place as late as April.

Cal also advised that the Attorney General's office had historically not been concerned when annual meetings did not take place as required in the documents since there was no harm to be noted.

Annual Meeting

After review, the Annual Meeting was scheduled for July 14, 1999 starting at 7:30 p.m., preferably at the Hospital. Cardiff is to call to schedule the date. If this date is not available by the hospital, they will contact Board members to consider alternative dates.

Common Area - Use and Enforcement of Normal Obligations

Deferred.

Other Business

Declarant Issues

Cal had taken pictures of the puddles created by rain or runoff water standing at the base of the access road for possible review by the Town at Jonathan's request. Ted, however, advised that in a meeting with the Town, the Declarant, engineers retained by the Declarant and himself - as well as in part attended by Jonathan - earlier in the day, the Town advised that as the NH Highway Department noted no code violations, they felt no action by them to be appropriate.

Regarding of the area where there had been loam dropped off was reviewed as well. Originally, the Association had agreed to regrade the area. However, it had since been found that this would encompass not only the area near the dumpster, but the area in the rear of the developed property as well, a rather extensive area. Accordingly, the Association would not be able to assume such a responsibility.

The meeting with the Town to approve process for exiting the property by the Declarant is scheduled for the second Monday in June. Ted will attend as well as available members of the Board.

Association Document Binding and Distribution

Jonathan asked that the Minutes include how pleased he was with the professional appearance of the documents copied for the membership by Cardiff, the process for mailing, the cover letter, etc.

#8 Long Hill - Redwood Stain on Front Steps

The front steps of #8 have been stained with what appears to be a redwood stain making the appearance substantially different than all others.

A **Motion** was made and seconded to advise the Unit Owner that they must restore the porch within 30 days of notice. All in favor: 2; opposed: 0. Motion passed.

#28 Pipe from Rear of Unit, Missing Clapboards from Installation

The unit has had some sort of an installation where a pipe approximately 8" in diameter is coming out from the back of the unit near the sunroom. As a result of this installation, there are several clapboards missing or down to bare wood.

Cardiff to contact the Town to determine if the appropriate building and fire permits were obtained before contacting the unit owner regarding the violation of the documents by going forward with the installation without Board approval, the damage to the siding requiring repair, etc.

Crack Filling of Pave Surfaces

Cardiff to obtain bids for doing crack filling of all paved surfaces.

"Slow" Sign

Cardiff to coordinate taking the "Slow" signs down from within the residential streets and replace them with one of the same style as the directional signs. Sign to read, Speed Limit 15 mph (or whatever the documents have as the limit, if any). Additionally, the sign should include a message of "No Soliciting."

Mrs. Britton - Volunteering to Help

Mrs. Britton, new owner, has volunteered to help the Association in any appropriate effort. As she apparently has a computer, it was suggested that she be sent a copy of the Rules We Live By to enter into a computer for production of a disk for any amendments that might be appropriate. Cardiff will send this copy to her with a cover letter.


Management Report

The Management Report was reviewed without further commentary.

Adjournment

There being no further business, the Meeting was adjourned at 6:23 p.m.

Respectfully submitted,


Cal Davison, Scribe


Date

Date: May 10, 1999

To: Board of Directors
Long Hill Estates Condominium Association

Fm: Cardiff Management, Inc.

Ref: Monthly Management Report
Financial: EOM 04/99
Property/Admin: 03/02 - 05/09/99

Financial

Revenues

Association fees:

YTD Budget	18,000
YTD Actual	<u>18,000</u>
YTD Variance	none

Total revenues:

YTD Budget	18,000
YTD Actual	<u>18,070</u>
YTD Variance	70

Due to late charges collected.

Expenses

YTD Budget	18,944
YTD Actual	<u>12,003</u>
YTD Variance	6,939 63.4% under budget

Primarily due to not having received invoicing for the first round of lawn care or fertilization, as anticipated or charges for some expected repair and maintenance (roofs).

Delinquencies

None.

Admin

Sunroom Additions Required

I had asked that when I was at the AG's office that they insure Walter Maroney (Assis. AG) would plan to stop by the conference room where I would be working. At that time, I would be reviewing and/or following up with him his prior vague commitment to allowing an amendment to the Declaration based on a lesser than required vote. Unfortunately, however, there was an emergency associated with a trial going on and so I did not see him. And, calls to his office have not been returned.

I spoke with Jonathan Hampson in this regard. At that time, he authorized us to contact Attorney Jim Nadeau to ask for his assistance. I have had a brief discussion with Jim and expect to hear back from him further sometime within the next few weeks as to his suggestion. In the interim, however, he advises very strongly that no additions be allowed pending resolution.

Sunroom Additions Costs to Association

As the sunrooms are a source of exceptional maintenance and capitalization for earlier than normal replacement, the Board might want to formally consider and decide on whether to propose an amendment to the Bylaws to allow for those units with sunrooms to bear a slightly higher than otherwise monthly association fee or to require they bear the burden of all sunroom costs.

Jane Morrissey - Relentless Pursuit

Jane Morrissey has become a substantial problem. Were she to have her way, the Association would be incurring thousands of dollars in repair and maintenance or grounds work (not required by the documents) and Cardiff would be spending up to a full day a week dealing with only her issues. She refuses to accept what the Association is or is not responsible for and has begun interfering with the work performed by contractors or the services provided by the insurance agent.

1998 Amendment to Documents and Impact

See our memo to Jonathan Hampson, cc other members of the Board, dated April 12, 1999 regarding the amendment that was recorded in August 1998 at the request of Tom Forman directly (not through Cardiff).

The CPA firm is currently working to change the fiscal year back to ending in December and to change the category of the Association back to that of a not-for-profit association. It is very complex, however, due to how the change was apparently submitted by whomever completed the paperwork.

Annual Meeting

With the amendment recorded, the Association should have had their Annual Meeting not later than April 30 this year. However, in a review in the past with the AG's office and attorneys with particular expertise in condominium law, there is agreement that there is no real negative impact (as there is no loss) to not having the meeting at the time required by the documents. That is not to say, however, that delays should be automatically the norm.

Our suggestion, therefore, is to schedule the 1999 Annual Meeting without further delay and for as soon as possible.

Victory Garden

While we appreciated the suggestion by Ms. Huntley to have a Victory Garden on site, she was not interested in chairing any committee. And, while we asked for interested people to contact us in our last newsletter, we have heard from no one - not even Ms. Huntley.

Declarant Issues

Last week after the rain and before it had the chance to evaporate, we took pictures of the pooling of water at the foot of the access road, Long Hill Road. While there is not a very deep pooling of the water, as it covers a relatively large area where the road leads to Route 202, it is clear that in freezing conditions this could be a safety hazard. Ted was to meet with the Town and Mary Huot later today on this and other related issues.

Mailing of the Association Documents

The documents were copied and mailed to all Unit Owners with the newsletter. The amendment was not, however, included pending resolution of the issues associated with the impact to other parts of the documents (there are now conflicts), and the Annual Meeting. We will mail, if appropriate, once we have a clearer understanding of what action is to be taken.

Increase in Trash Costs

Cheshires Sanitation has increased their monthly pickup costs from \$166 to \$250 claiming increases in disposal costs by the landfill. To note is that this is happening all over.

Property

Irrigation System

The irrigation system should be activated by the close of May after the seasonal repairs required. The area behind building 9, however, will be suspended due to work being done by the Declarant and at the request of her contractor.

Direction Signs

The Directional signs were picked up and installed. Folks appear to be pleased with them.

Long Hill Road Sign

The Town approved "Long Hill Road" as the name of the access road. On our behalf, they ordered the sign. Costs were borne by the Association.

The Town originally felt there was no need to check with the Highway Department regarding where to install the sign. Later they called, however, and suggested we check with the Highway Department. We left several messages for a return call, but did not receive any. Therefore, the sign was installed without their guidance. As we have not heard from them, we assume they have no issues.

Painting

Having met on site with the painter, we felt it appropriate to review his findings and recommendations for painting in 1999 as well as for planning for the next few years.

Suggested painting plan:

First street:

Year 1 (1999): 3 buildings on right, front and back: \$18,000

Year 2 (2000): 4 buildings on left, backs and sides: \$13,200

Year 3 (2001): 4 buildings on left, front: \$10,800

Second street:

Year 4 (2002): 2 buildings, front, back and ends: \$12,000

Year 5: 2003): 2 buildings, front, back and ends, plus touch-up throughout:
\$12,000 - \$15,000.

The painting to be done in 1999 would be scheduled for late August, weather permitting.

Letters to, Letters from...

To Attorney Jim Nadeau, asking for guidance and assistance in working with Assis AG to address sunroom additions concerns.

Fm Town of Peterborough, copy of letter to Huot, 4/5/99 regarding outstanding issues to be addressed by her as the Declarant. Letter to Town from her, copy, in response, 4/12/99.

Fm Huot, 4/27/99 advising that the engineers have advised the irrigation system behind building 9 should not be activated until further work has been completed. We forwarded a copy to TJ Jarest and will be sending a letter to the residents of this building in this same regard.

Fm Campbell, 5/23/99 thanking us for addressing the roof repair so quickly.

To Spooner, 3/14/99 thanking them for giving us information about a missing check processed (it had been sent just as prior bookkeeper was closing out her role; she noted there was a \$250 variance, but we had been unable to identify it).

Fm Morrissey, #10, asking that the Association do something about her driveway due to it having caused water leaking into the garage during the heavy ice/rain storm of January 15. To her, 3/12/99 advising that as she was the first time owner and was still under the builder warranty she should present her request to the Declarant.

Fm Huntley, #30, 2/3/99 advising that during the January 15 storm water had built up in the driveway and then leaking into her garage and asking if there was anything that could be done. To her, 3/12/99 advising that there was generally little that could be done as it was the pitch and level of the pavement. However, once the weather broke, we would review further.

Fm Trowbridge, #15, 3/18/99 advising that since a change in occupancy of the unit next to his (#16) he now notes he can feel "tremors in the living room" when the new occupants walk and so

asking who is responsible for addressing any correction that might be available. To him, 3/18/99 advising that as those floors are part of the Common Area, it would not be the responsibility of the Association, but suggesting he check with the Declarant as he was the first time purchaser and would still be under the builder warranty.

To Trowbridge, #15, 3/24/99 advising he must remove the external wiring he had strung down the side of the unit. (Note: Morrissey complained about this very aggressively). Fm him, received 3/3/99 advising he would remove it weather allowed and apologizing.

To Morrissey, #10, 3/29/99 advising that we were responding to her call to Amy regarding the roof leak. There had been no rain since it was fixed earlier that week and so would not be appropriate to ask for further repairs, that the Association would not be responsible for any repairs to the interior, etc.

Fm Myhaver, 3/31/99 enclosing a copy of a flyer found on the mail box that morning inviting everyone to a BBQ (several stapled to the mail box hut and the new directional signs) and suggesting an article in the newsletter regarding the proper use of the dumpster, and not trashing the property with debris.

Fm Crutchley, #31, 4/12/99 advising they had completed finishing off the attic space over their garage. To them asking that they provide copies of the building permit they should have obtained. Once received, we will advise the insurance agent to include in the unit file.

To Cheshire Sanitation, 4/13/99 advising we noted there recent invoice was for a substantially higher amount than the previous monthly charge (from \$166 to \$250), and that we would review the increase at the next BOD meeting.

Fm Schwartz, #12, 4/13/99 asking if the Board would consider placing a Basketball hoop in the tennis court with the understanding that tennis would be the priority.

Fm Tom Forman, copy of letter to Jonathan Hampson, 4/11/99 saying the Bylaws were changed to reflect the fiscal year changing to ending in June. Note: in fact, the Bylaw change did not change the fiscal year, it only changed the time frame for the Annual Meeting.

Fm Morrissey, #10, 4/10/99 copy of proposal she received from Peterborough Paint to paint her living room with note from her that it was to repair damage "caused by Association problem." Note: the Association did not build the unit, but we did do the repairs two days after she reported the leak.

To Tom Weeks, Town of Peterborough, 3/31/99 advising of status of remaining issues outstanding from the Association associated with the Declarant and asking again that they not release the Letter of Credit until review by the Association.

Fm Morrissey, #10 continuing to argue that the Association is responsible for repairing the interior of her unit, her justification being, "You broke it, now fix it." Again note that the roof repair was completed two days after it was reported.

Fm Morrissey, #10, saying we said we would have the contractor again review her roof but had not done so. Note: he WAS there - three times - but there was no reason to wait for her to come home or to meet with him. He found nothing further than he had noted when he did the repairs.

05/10/99

Morrissey notes:

Call to Assn insurance agent then call to us saying agent said to batch a bunch of claims and submit it as a single claim to get over the \$1000 deductible. In a call to the Agent, they said it was SHE who suggested this; they only advised that if there was a severe storm causing a lot of damage they would consider it a single event subject to a single deductible.

Her argument that the claim should not even go the Assn insurance carrier anyway as it was not a loss associated with an 'event', but because it was due to an external problem. And so the Association should take care of the repairs, regardless of cost (above or below \$1000). Her argument, "You broke it, you fix it." The Association did not build the unit or do a faulty repair.

Her demand that even though the roof had been fixed and she had had no further damage, she wanted a contractor to meet with her to review where she experienced the leak inside. She would not accept that he could see anything from the outside, that leaks often presented themselves in places other than where the roof leak was, etc.

Despite the contractor checking the roof again when he was there just to double check (due to her demands), she will not even accept that. She wants him to meet with her!

In May of 1998 she asked for a downspout extension. The Board decided it was appropriate to advise her to check with the builder since she was still under warranty. We wrote then to tell her this. Now, she is writing again claiming we had done nothing and so asking for it again. Note that a downspout extension would have to travel approximately 30' in order to drain to where the ground was lower than where the current downspout drains. And... the area is between her patio and the next door sunroom - an area approximately 6-7' wide and so basically functionless.

In May 1998 she asked tha the clapboards be re-secured. The work was done. She is now saying we never did anything. Note that these are NEW areas showing up; not the ones taken care of last year.

She is claiming there is a severe drainage problem in the back of her unit. When we were there after three days of rain (and continuing rain), we could see noexceptional soggy area except that ALL of the grass was wet due to the continual rain!

She is demanding that crack filling be done immediately in the roadway in front of her unit.

She is demanding that the "Slow" sign be replaced in font of her unit immediately.

Note on painting to be done between 1999 and 2003
(from meeting with Tim Goodridge)

Seven buildings at \$6000 per building = \$42,000 total cost.

Needed in 1999: 3 buildings on R of first street: \$18,000

Needed in ~~1999~~ 2000: 4 buildings on L on back side: \$24,000

\$2700 back or front, plus \$600 each end per building = \$6000