

LONG HILL CONDOMINIUM ASSOCIATION

Special Meeting of the Board of Directors

July 8, 1999

MINUTES

A Special Meeting of the Board of Directors of the Long Hill Condominium Association was held on Thursday, July 8, 1999 at the Cafe at Noone Falls, Route 202 South, Peterborough, NH.

Present: Jonathan Hampson, George Austermann; Cal and Ted Davison of Cardiff Management, Inc. and Jane Morrissey, Unit Owner of #10.

Absent: Amy Myhaver.

Purpose of Special Meeting

The meeting was held at the request of Jane Morrissey to review expectations regarding her residency and ownership at Long Hill Estates.

Call to Order

The Meeting was called to order at 1:03 p.m. by Jonathan Hampson.

Opening Remarks

Jonathan reviewed that the purpose of the meeting was to review the expectations of Ms. Morrissey regarding communications and the responses to work requests she made. She had communicated her unhappiness with work she requested being denied or not completed when or in the manner in which she expected, and was concerned that she was not receiving responses to her communications as she felt appropriate.

Review of Expectations of Living and Ownership at Long Hill Estates Condominium Association

Jonathan advised that he had reviewed the many communications she had forwarded to and received from Cardiff Management, Inc.

In regards to the amount of communications she had sent to Cardiff, he advised that he had done some checking and found that the average owner sent two to three communications, including work requests, per year. A review of her file, however, indicated she had sent approximately 51, many of which included multiple requests or were a follow up to a request only sent a few days earlier or to dispute or raise additional issues associated with a previous communication to her.

Jonathan reviewed the normal expectations regarding timeliness for addressing work requests and communications from and to the membership by way of drawing a Bell Curve demonstrating where the various members of an association generally fell on the curve. He indicated that her communications suggested that she fell within the range comprised of only 1-2% of the membership.

He reminded her that if she were the owner of an individual home, she could individually control any work she wanted, how she wanted it done and when, could singularly make a decision as to whether the work was worth the cost as the cost would only impact her, and could make any decision she felt appropriate to challenge the work done. In a condominium community, however, the needs and impact to the significant majority must take precedence over those of the minority.

Further, he emphasized that to meet her exceptional expectations, the cost to the Association would be exceptional and would, therefore, require a substantial increase in fees.

In regards to the many work requests she had submitted for checking various areas of the common area in case there *might* be a potential problem, but for which she had not noted any, Jonathan again emphasized that the Association did not have the financial resources to continually ask contractors to check areas over and over in case there might be a potential problem, or to address structural deficiencies or perceived defects when no evidence of a problem or potential problem presented itself. This was also the case regarding her requests that the Association check the ridge vents to see if they met code or were otherwise deficient, to check to insure shingles were installed appropriately, to caulk areas around her patio, etc.

In regards to her request that the Association address water entering her garage, she was reminded that she acknowledged that the only time she had problems with water coming into her garage was during the several weeks of heavy and uninterrupted rain in May of 1998 and when there was the severe snow storm immediately followed with ice and freezing rain. In both instances, there was flooding all over Southern New Hampshire. Accordingly, costly correction of the paving and garage flooring at Association expense was not warranted or appropriate.

When she raised issues about the drainage behind her unit, she was reminded that this was an issue the Association was working with the Declarant and Town on and that this had been reviewed in the newsletters generated.

In regards to her request for an extension to the downspout behind her unit, she was advised this would not take place.

In regards to her complaints that nails kept popping out of the siding, and her feeling that the siding had not been re-secured despite her requests, she was advised that the siding had been re-secured on several occasions whenever she asked, but due to the lack of sheathing behind the siding, there was nothing to secure the nails to which would result in continual problems. She was further advised that without sheathing behind the siding, there was nothing to which the nails could attach to causing the continual instances of them pulling out.

She raised her prior complaints about ants. While she acknowledged that she had been advised that the Association was not responsible for addressing ants but would be doing a perimeter treatment, she stated that she had been tired of waiting and so had taken care of them herself. Again, Jonathan emphasized that she must be patient and not expect everything to be done according to her schedule or desires.

When she stated several times that the painter last year "did not do what he was suppose to", she was reminded each time that as she was not on the Board she was not aware of the specifics regarding what he was asked to do last year one way or another. Still, she was reminded that we had advised the membership last year that he was only to do touch-up where the surfaces needed it to prevent damage over the winter; this year, he was doing three buildings with the same approach for touch-up at other locations.

In regards to her dispute that the Association was responsible for cost associated with painting the room of her unit where the roof leak had presented itself (approximately \$500), Jonathan confirmed to her that he had checked and found that the information provided to her from Cardiff regarding the Association not being responsible was correct.

When she asked why the membership had not been notified of a change in insurance carrier, she was advised that there had been no change and that the past policy had been renewed.

When she stated that the insurance agent for the Association told her they had never heard of Cardiff Management, she was reminded that they sent the Association invoices to Cardiff and that further, the agent assigned to Long Hill was a former Board member of another association managed by Cardiff. Therefore, they certainly did know of Cardiff.

As for the many follow up requests she generated within days of an original request, she was advised that her expectations that a responsive letter or other communication should be generated to her the same day or that work should be completed immediately regardless of what it was, including during adverse weather conditions, was also excessively unreasonable.

When she stated that she expected a letter advising that any work she had requested had been completed, she was reminded that she had, indeed, received several such confirmations when she had asked. As for any such information provided automatically and immediately, she was advised that the contractors did not necessarily always let Cardiff know the day they completed work, and that while they were asked to leave notices on the doors as work was done, as they were independent, there may be instances where notices might not be left.

Jonathan then reviewed again that she must be patient and understanding regarding how quickly work would be completed and that it was unreasonable for her to expect responses to the volumes of communications she generated, particularly when the prior request had only been sent a day or so earlier, or when her letters pertained to previously addressed issues.

Adjournment

There being no further discussion, the Meeting was adjourned at 2:18 p.m.

Respectfully submitted,
