



**Date of Meeting:** 11/06/06      Time: 6-9 P.M.      Location: Oxford Public Library

**Minutes Prepared By:** Dave MacQuaid - (Help from Peny Ward w/ recorded audio)

## 1. Purpose of Meeting

- Negotiation of MAMC contract
- General business
- Discussion of rule changes
- Discussion of outstanding Violations

## 2. Attendance at Meeting

Name		Title
Paul Galdes	(PG)	President
Doris Trader-Moulden	(DTM)	Treasurer
David MacQuaid	(DMAC)	Secretary
Kathy Curry	(KC)	member
Peny Ward	(PW)	Member
Gail Van Dyke	(GVD)	MAMC
Greg Jadlocki	(GJ)	MAMC

## 3. Meeting Notes, Decisions, Issues

• Call to order: (being recorded)
• Secretary's Report - DMAC
- Minutes from the October 23 meeting are still being prepared
- List of administrative duties for each officer/member has been transcribed
• Treasurer's Report - DTM
Two versions of the 2007 budget were tentatively approved;
One to include MAMC, and one without MAMC.
PG went over the approved budget items
1. Landscaping will be done by Alvin in accordance with the two-year contract
previously signed. He has been put on notice regarding two bad cuts, one
verbally by KC and the second one in writing. Pictures of the issues of contention
were mailed to him.
KC put forth a motion to deny the "buy-out" of Landscapers contract.



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DTM seconded the motion.

All were in favor. The current landscaping contract will remain in place.

2. There was no snow removal contract in place for the coming winter months. Bids were received from Alvin and one other contractor. A third contractor had withdrawn his bid due to personal reasons. Alvin's contract had the lowest bid. GVD asked if Alvin had done a decent job last year. KC responded that by the time Alvin arrived to do snow removal, some homeowners had already removed snow from walks.

GJ commented that it is easier to have snow removal and landscaping tied to the same company, as you have more leverage with getting things done.

KC made a motion to accept Alvin's bid for snow removal for the winter 2006/2007 season.

DMAC seconded the motion.

All were in favor.

PG signed the snow removal contract. DMAC witnessed.

GJ will inform Alvin that the contract has been approved.

3. PW mentioned that an issue was raised about a sidewalk that was starting to shift along one of the common areas on South Brookside. GJ stated that the Common Reserves would be used to fund that type of repair.

4. GVD asked what the "legal expense" amount was based on, and that it seemed rather high. PG stated that the number was taken from the previous year's budget. GVD suggested that \$3000 would still be a high number, and that the additional \$1000 could be put under miscellaneous. PW raised the point that the 5407 income listed on the previous year's budget wouldn't be collected by the Association if MAMC was handling them, so that loss of income needed to be taken into account.

5. GVD brought up a new state statute that allows resale capital contributions to be assessed against home buyers in an amount up to one annual association fee that can then be put towards the association's reserves. PG asked how this would be implemented and was told by GVD that it only requires a Board resolution quoting from the state statute stating that an initial fee will be assessed on new owners in the development. A discussion followed as to what the amount of the resale capital contribution should be set at. KC commented that the lower the dues, the better, since they are going up quite a bit this year.



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KC made a motion to create a resolution incorporating a resale capital contribution, which will go towards the association’s capital reserves, at a rate of one (1) times the annual association dues.

PW seconded the motion.

All were in favor.

A discussion followed to determine how the annual dues could be kept to no more than \$300 for FY2007. GJ noted that \$1000 of interest income could be added to the budget, since the operating funds checking account will generate that much over the next year. It was agreed that the common area reserves would be dropped to \$3600, with the anticipation that monies collected from the resale capital contributions would go directly into the common reserve account and thus bring the figure back up to the \$5000 range.

The importance of putting funds in the common area reserve was reviewed. It was agreed that a new engineering survey should be conducted to give a better idea of work that should be done on the area, and to provide a clearer picture of the current condition of the drainage basin.

DMAC made a motion to approve amendments to the budget.

KC seconded the motion.

All were in favor.

A summary of current issues was provided by DTM:

Unit 124571 has a judgment in place in the amount of \$4107.34 issued in District Court on June 15, 2006, effective June 8, 2006. The judge awarded more than the \$4082.34. Current status is that the judgment for \$4107.34 stands. Chester County District Court Docket no. CV94-06. The records show that the court was waiting for the homeowner to file a final appeal, to be filed within 30 days of the judgment (30 days from June 15, 2006). PG has contacted Jamie G about a filing with the Chester County court making this an

PG

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issue of title search, rather than strictly going through the 5407 form. The board

approved the \$30 expenditure via e-mail prior to the current meeting. Jamie G has been

informed of the decision and asked to move forward on this issue. PW asked if the

property has sold, as there is no longer a “For Sale” sign on the lawn. GJ stated that



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there has been no contact about a 5407. KC noted that the topic seems to have been tabled by the previous board. GJ said that at the July 20 meeting it was agreed that MAMC would monitor the situation and make the issue known when the home sold. GVD asked if anyone knew of any extenuating circumstances involved in the sale. The lock box on the front door is the sign. GVD stated that if there is a foreclosure, the HOA is only to 6 months worth of fees. If any personal property remained she would recommend a Sheriff’s sale to obtain the amount of the judgment. Since the home is empty, this is not an option.

-Miscellaneous late fees

-Letter for collection of delinquent accounts.

E-mail and website updates:

1. PG read an e-mail from Member 124556 who is concerned about Japanese beetles and ants in the common area behind the home. A request was made for the HOA to treat the common area to reduce the number of beetles and ants. The issue was discussed and it was decided that GJ would obtain bids for treatment of the common area. There may be a requirement for the contractor to be licensed to apply the insecticide. GVD noted that the treatment will have to be done in May, when the adult insects are susceptible. A second treatment would be done in August/September to deal with the larvae. It was agreed that the common area adjacent to the cul-de-sac would be the focus of treatment.

2. PG asked if there were any objections to the request from member 124612 for permission to have 5 political signs in the yard. PW noted that after the mailing of the letters informing people that they needed to get permission for signs, all other political signs have been removed from lawns. GVD asked if there was a sign policy. KC pointed out that the former board had discussed limiting the number of political signs to five, but had never put forth any resolutions to that effect. PW proposed drafting an amendment to the Rules and Regulations to permit political signs not exceed a given size and a given number with limits on the duration that the signs can remain in place. This would remove the need to authorize numerous individual requests for signs. GVD pointed out that there is any number of items that can be pre-approved as long as

they are done within certain parameters. DTM asked if it was legal for a

political sign to be taped to the house itself. All members agreed that while it would look awful, there is no stipulation that the signs must be placed on the front lawn. The homeowner in question has permission for a sign, so it isn’t technically a violation.

3. KC noted that she’s not getting all the e-mails submitted through the “Ask the Board” link on the website. DTM stated that she hadn’t received one of the



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latest ones, either. PW is manually forwarding any letters to members who haven't received them, but the webmaster should be made aware of this (he was out of town at the time of this difficulty). PW suggested putting a Frequently Asked Questions (FAQ) area on the website to make it easier for homeowners to get answers regarding forms they need to submit or what is or is not permitted for fences, etc. PG asked PW to put the FAQ page together in time for the next scheduled meeting (November 16, 2006).

4. Presentation by MAMC -PG informed the MAMC representatives that a majority of the board had voted to ask MAMC to terminate their contract at the earliest possible date, due to the extra expense incurred with having a management company, and the fact that almost 75% of Brookside Estates homeowners had expressed disagreement with hiring a management company. PW pointed out that funds going to MAMC could be put towards addressing the problems with the drainage basin. KC asked what MAMC does that the BOD couldn't do. GVD responded that MAMC brings experience to the board and knowledge of the law so that legal fees aren't incurred. She stated that when it comes to sending violation letters to the homeowners, MAMC is a step away so that bad feelings aren't generated between neighbors. They act as a buffer in that regard. They deal with the homeowners in a professional capacity, rather than having emotion come into play. They serve as "enforcers" of the guidelines so that the Board doesn't have to perform that function. KC stated that the board ultimately does serve as the enforcers. GVD countered that, with a management company in place, the board isn't in a position of signing names to a violation letter and sending it out. She stated that there is more value than sending out violation letters, and that MAMC can save the board time in finding answers problems such as wording of rules and regulations that don't need to be invented from scratch. GVD said that if the board gave MAMC a year to show what they can do for Brookside Estates, the board would be pleased with the results. Another benefit named was continuity even if board members resign. DMAC asked if the board could get a more specific idea of what MAMC does for the amount being paid, versus items that cost Brookside Estates additional amounts. GVD stated that MAMC will let the board know if something that has been requested will incur an additional charge. Extra charges come into play if there is abuse of MAMC's service month after month. An example given was one community that routinely scheduled long meetings that ran well over the ending time stipulated in the contract. PW noted that there had been some concern about the turn-around time between when items were asked for and when they were delivered by MAMC. An example given was the request for a list of homeowners with outstanding fines. GJ said that the fines information had been provided promptly after the request. DTM brought up the proposed budget that was delivered without anything in the "actual" column to let the board know what funds had been spent and how much, if any, was remaining. GVD



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interjected that MAMC was still trying to put the Brookside financials back together for the year. The previous board had given MAMC a corrupted disk with the actual financials on it and MAMC was unable to get a different disk. MAMC didn't get the laptop containing the financials from the previous board until the day before the special meeting (September 11, 2006). The MAMC financial services department is still working on determining the actual financials prior to July 2006. DMAC asked what the job of the board treasurer is if MAMC is handling all the accounts payable and accounts receivable functions. GVD replied that the Treasurer would be responsible for tracking the financial reports and monitoring which checks are written. A monthly statement will be submitted to the treasurer. PG stated that we have no idea what is actually in the account or what has been spent this year prior to October. GJ has provided a list of checks dispersed for the latter part of the year. PG remarked that he had seen bills and knew that checks had been written, but had no idea how much cash was in the actual working account. GVD replied that since Dave R. (MAMC financial department) has the info we should be getting a full report shortly. DTM said she had been sending Dave R. info by fax so that he could consolidate the books. GVD remarked that it had been a bit of a mess. PG asked for advice on how to present the fact that MAMC will be on board until December 2007 to the community. GVD responded that the board should let the homeowners know that there was a discussion with MAMC, and they agreed to end the contract in December 2007, but there is a contract in place. She stated that MAMC had entered into the contract in good faith. KC asked if the contract will be ended without any penalties to Brookside Estates and GVD assured her there would be no penalties for ending the contract early. PW asked if there was any way that the board could take back some of the duties that had been handed over to MAMC and thus reduce the cost to the community. GVD stated that the contract for Brookside Estates had already been tailored for the community, and it wouldn't be possible to modify the tasks outlined in the contract. One instance was the handling of the landscaping/snow removal contracts by the board rather than by MAMC. Another example was the property inspections. GVD said that under normal circumstances GJ would be doing a property inspection every month from March through October. She said that clearly was overkill for Brookside Estates, so they cut it back to three times per year. GVD also said that the inspection that took place with the former board resulted in some letters being sent out that MAMC didn't want to send. The former board was insistent, so the letters went out. GVD suggested that the board look at the rules and regulations to decide what is reasonable and what is not; what is deed restrictive and what is not, because some things have been made up. PW brought up that at least one letter had gone out about messy garages. GJ and GVD said that no letter of that type went out from MAMC. DTM said that a former board member had sent out letters on her own. DMAC asked about the "surprise" inspections and said he thought that was unwarranted. GVD agreed, saying to give homeowners a month to make sure their property doesn't have any issues. GVD gave an example that if there are items



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such as boats that are clearly deed restricted, a letter must go out. She said MAMC would have preferred a letter go out to everyone in the community saying, "we've hired a management and that they will be doing an inspection. Because we have noticed several people in violation of our covenants. If you feel you are in violation of any of these, please correct it prior to the inspection." She then suggested a second letter stating, "Here are the violations we found. We will be checking to see if the problem has been corrected." After that point violation letters could be sent out. KC asked about the fact that some people have decorations on their front lawns that are not permitted in the documents, yet these people did not receive violation letters. She asked if this was an example of arbitrary decisions? PW noted that at this stage we don't even know who has approval for any of these items. GVD and GJ said that we would need to do an audit of every file to ascertain what permissions have been given. GVD read the portion of the Declaration relating to lawn ornaments. She said that this was another case whereby the board could put a "pre-approval" of certain items in the Rules and Regulations and reduce the need for individual requests. That way the properties aren't cluttered in the front, but people can have individuality in their homes. There was some discussion of the clause forbidding the cutting or removal of live trees without written approval from the board. DTM mentioned the homeowner who had taken all trees from the property. KC stated that the previous board had tabled that issue. GVD said that this board could pick it up again, since the action of removing the trees impacted other neighbors in so far as noise from Rt 1 that had been diminished by the tree line was now more noticeable. PG asked what recourse the board has other than a fine. If a homeowner cuts down a tree without permission, a \$25 fine may be acceptable to them if they hated the tree, etc. GVD responded that the board could require the homeowner to plant another tree to replace one that has been removed without permission. She said most communities wouldn't do that for a tree on a front lawn, but it comes down to "would you have approved it if they had submitted the request?" If the answer is yes, then the fine is the only punishment. If it's a situation that adversely affects other homeowners the board absolutely can tell the offending party to replace the trees. KC noted from previous minutes that for the property in question two large evergreens were removed on 6-17 and then on 6-26 ten to twelve more were removed. The homeowner had stated that the trees were diseased. GVD said that they may have been removed because of disease, but they still must be replaced. It was a barrier that must be put back. GVD said that MAMC could provide the board with rules from other communities that could be used to decide how Brookside Estates' rules could be improved.

A discussion took place regarding how to present the fact that MAMC will be on board through the coming year. KC stated that at the board meeting scheduled for November 16 there would have to be an announcement as to the status of the MAMC contract. PW expressed concern that the people in the community would not



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be happy that the new board couldn't terminate the contract. DTM pointed out that they need to understand that a contract was signed that this board had nothing to do

with. GVD said that they have no desire to harm Brookside Estates, and that they feel they can really help. A year would give the community time to heal, and MAMC could get the board to a place that it needs to be. PG noted that there is a concern that the board will be too dependent on the management company after a year to be able to function independently. GVD stated that when MAMC departs, they will leave the board "whole" - all records will be in good shape. MAMC won't hand the board a bag of stuff and say, "I think it's in here", which isn't too far off from the way items were turned over to MAMC.

PG asked that the board discuss any questions or concerns about the compromise presented by MAMC. GVD asked if the board wished the MAMC representatives to leave during the discussion period and the unanimous response was that it wasn't necessary for them to leave. DTM expressed concern that when she asks for specific items, they are provided in a timely manner. GVD stated that once the financials are straightened out there shouldn't be any difficulty in getting quick responses. PG stated that one of the main complaints he has heard is the difficulty in reaching GJ. Sometimes it takes two or three days to get a call returned. KC related an instance when she needed to get in touch with GJ and he wasn't available, so she asked whom his back up was. She was told he didn't have one. GJ gave the board his client office number so that he could be reached more quickly when he isn't in the Newtown Square office.

PG asked for a motion to accept the compromise offered by MAMC. DTM made the motion to accept the change in contract to end in December 2007. KC seconded the motion. All were in favor.

GVD thanked the board and stated that MAMC really wants to work with the board. She stated that when re-evaluating to determine if the board wishes to keep MAMC for 2008, the evaluation needs to be done in August of 2007 and something needs to be given to MAMC by the end of September.

Before the meeting ended PG asked MAMC about an e-mail received from Member 124560 regarding making "arbitrary decisions". GVD agreed that no arbitrary decisions had been made by the current board. PG stated that he didn't want to have to answer questions about the day-to-day operations of the board. GVD said that one person shouldn't be speaking for the board and that the board doesn't need to feel obligated to report to one individual. Inquiries of this type need to be directed to GJ. The board shouldn't be reactive to one/two homeowners. DMAC asked what was considered a reasonable time for getting minutes prepared. GVD said that a month is acceptable, as minutes are generally approved at the next board meeting. KC asked if the board should be sending minutes out by mail to people who don't have computers. GVD pointed out that the board isn't obligated to post minutes, they are being posted as a courtesy. If people who don't have computers call MAMC and ask they will be sent a



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copy of what is posted on the website. KC and DTM suggested that the minutes be automatically hand-delivered to the few people without computers who wish to see minutes, so that extra postage isn't incurred. GVD said that a form could be included with the bills that go out for next year's dues to ask people about their preferred mode of communication.

A question was asked about open meetings and how to handle potentially disruptive questions. GVD said that a board meeting is for the board, and the community is being permitted to observe. The homeowners in attendance shouldn't even speak unless the forum has been opened for comments and questions.

Meeting adjourned.

### 4. Action Items

Action	Assigned to	Due Date	Status
Meeting minutes	DMAC	<b>asap</b>	In progress
Contact Member 124515 regarding Neighborhood Watch presentation for November 16, 2006 meeting.	DTM	<b>asap</b>	In progress
Gather info on treatment options for Japanese Beetles in open space.	GJ	<b>asap</b>	In progress

### 5. Next Meeting

Target Date:	11/16/06	Time:	6:00-8:00 P.M. EST	Location:	Oxford public Library
Objectives:	Open session				