

**Highlands at Ocean Point Condominium Association**  
**Trustee Special Meeting**  
**July 8, 2015**  
**Pool Clubhouse**

Attendance: Trustees Rick Cash (chair), Helen Jones (secretary), Pam Claughton (treasurer), Lesley Pitts, and Jan Zabriskie.

Because this meeting was convened on short notice to resolve several outstanding issues, no owners were in attendance.

At a special meeting of the Highlands at Ocean Point Board of Trustees, held in the pool clubhouse on Wednesday morning, July 8, the chair called the meeting to order at 9:00 a.m.

**1. Purpose of meeting**

This special meeting was called to bring closure to the issues of building 4 repairs, building 4 security, and ownership of spigots. A new owner request to replace a plant uprooted by Egan was added to the agenda.

**2. Building 4 repairs**

The chair opened a discussion of what to do regarding needed repairs to building 4's north wall (patch soft spots vs. re-sheath and re-shingle the entire wall).

***Discussion:***

Trustee Pitts asked for clarification as to whether the patching approach would just address the six soft spots that Jan Zabriskie has found and leave it to the contractor to identify any additional spots that Jan may not have found. J. Zabriskie confirmed that it would, and stated that he had estimated the spots he has found as totaling about 250 square feet.

Trustee Jones stated that her concern is for the entire wall, and that she has been advocating assessment of the entire back wall since last November's budget discussions. The entire wall has still not been assessed, only the spots Jan could access. She referenced the information from Bob Wilcox's assessment of one of the soft spots – that due to improper installation, water is being directed toward the building and damming up behind material that is supposed to direct the water away from the building, and that the particle board used for the sheathing is likely an internal grade, not an external grade, causing the sheathing to disintegrate.

Chair Cash asked whether any soft spots have been found on the front or sides of the building; J. Zabriskie said none have been found there, only the north wall facing the ocean. R. Cash pointed out that building 4 is the youngest of the buildings, that the other 3 walls have held up pretty well over the past 15 years, and that some of the older buildings have been patched when similar issues were found. He noted that the cost of the decision we make will impact all units, not just building 4, and that it would be hard to justify a more complete repair on the newest building, when older ones have simply been patched. He observed that the problem is water, and unless we install gutters on the north side he is not sure anything will solve the problem.

H. Jones asked aren't we proposing to pay twice, for patching now, and for a more complete repair at some point in the future. R. Cash agreed that we are, but that the patching cost is minimal, \$4,000 to \$5,000, and asked where we would get the money to re-shingle the entire building. H. Jones

responded that some people have proposed taking it from reserves or taking out a loan, and that those options could be considered.

Trustee Claughton agreed that it would be hard to justify spending a large amount to replace the sheathing and re-shingle building 4, when older ones have been patched. She then asked who we would have do the job. R. Cash and H. Jones pointed out that Wilcox had indicated that if we chose to take a patching approach, he would not accept the job, as he felt that was an insufficient approach, and therefore he would not be able to stand behind the work. J. Zabriskie point out that Roberts Roofing did a good job on the repairs to the bulge around the dryer vents on this wall.

**Decision:** On the motion of Jan Zabriskie, seconded, the Board voted to **have Roberts Roofing come in and patch what's necessary**. Votes in the affirmative: Cash, Zabriskie, Claughton, Pitts. Votes in the negative: Jones. **Motion Passed.**

### **3. Building 4 security**

#### **Discussion:**

Chair Cash, having read the minutes from the June 25th meeting with building 4 owners and the input received by email, noted that there seems to be a critical mass of residents who favor keeping the door locked at night only, and using a keypad lock. He noted that that would be a fairly inexpensive solution.

P. Claughton noted that it is possible to get a keypad lock with a timer, so it can automatically lock at a certain time at night, and unlock in the morning.

**Decision:** On the motion of Rick Cash, seconded, the Board voted to **install keypad locks for all 3 common doors**. **Motion passed unanimously.**

### **4. Owner request for a plant to be replaced**

On July 7, Maintenance Coordinator Donna Crone informed the Trustees by email that an owner in building 25 had planted a bee balm plant, that it was pulled when the weeding was done, and that she is requesting to have it replaced. Donna spoke with our landscaper, who advised her that this is a very invasive plant. Donna asked the Trustees to make a decision whether to replace this plant.

#### **Discussion:**

Trustee Pitts questioned the Board taking a position on what plants owners may plant.

R. Cash pointed out that the Trustees have the right to determine whether a particular planting is acceptable, and to remove those that are not.

L. Pitts proposed that the Trustees avoid dictating plantings, but take a position that if a plant is pulled, the Association is not responsible for replacing it.

**Decision:** On the motion of Jan Zabriskie, seconded, the Board voted to **not replace the plant**. **Motion passed unanimously.**

### **5. Board position and policy on owner-installed spigots**

In May, having reviewed relevant sections from the Massachusetts Condominium Act and the Highlands Master Deed, the Board made an interim decision that the owner-installed spigot that draws off of the water line to units 2913 and 2914 is a Common Areas and Facility, and restored access to this spigot to all unit owners. This was a temporary decision, pending a review of all

relevant information and discussion with all parties to determine long-term resolution of the issue. Subsequent to that vote, the Board met with the owner of unit 2913 and received additional information from her. The Board now needs to make a final determination as to whether the spigot in question, and all spigots installed by unit owners, are Common Areas and Facilities or part of the Unit.

***Discussion:***

Chair Cash referenced the owner's report that several years ago a previous board advised the resident in 2913 that the spigot was hers and her responsibility to maintain, and accordingly declined to pay for damages when the pipe leaked. He noted that if the spigot is defined as common, the Association may need to make some restitution to the owner for previous costs. He asked whether the new spigot approved for unit 2914 will be common as well, and if the Association therefore will be responsible for maintenance costs. He noted the owner's claim of a recent leak (July 1 email) and request for the Association to hire a plumber to repair it.

P. Claughton questioned the claim of a recent leak, noting that a plumber inspected all pipes in the area of the two water heaters on July 3, and documented that there are no leaks in any of these pipes. H. Jones pointed out that we had had torrential rainstorms the morning of July 1, and that the owner sent the most recent email complaining of leaks later that evening, and reported that owners in that building say that the walls and floor are always wet when it rains.

P. Claughton recommended we leave the arrangement as it is: allow the new spigot (2914) to be installed, and allow the owner of the unit with the existing spigot (2913) to turn it off permanently.

R. Cash proposed that we might devise an agreement similar to the under decking agreement, which makes the owner responsible for any damage to a Common Area caused by an owner-installed under decking.

P. Claughton moved that in the future, if an owner wishes to install a spigot, with the permission of the Board, the owner will be responsible for its maintenance, and its use will be assigned to that unit.

J. Zabriskie seconded the motion, and discussion continued before the motion was put to a vote.

H. Jones noted that, unless the pipe in use serves only one unit, she believes that this action would constitute a denial of unit owner rights protected by Massachusetts law and the HOP Master Deed. She indicated that, without the phrase about its use being assigned to a specific unit, she could support the motion.

L. Pitts proposed including language that acknowledges that the condominium documents say it is a common area, but that the unit owner who installs it agrees to maintain it. There was concern that this language would reflect an inconsistent and confusing policy.

H. Jones pointed out that we have such a policy and agreement in place regarding under decking (The "Outdoor Living Owners Agreement"), in which the owner signs an agreement that s/he will take full responsibility for the costs of all maintenance and any damage that may be caused by the under decking system.

L. Pitts submitted that an owner who is responsible for maintaining the spigot should have the right to deny access to it if s/he believes it is being used irresponsibly. R. Cash and J. Zabriskie concurred.

H. Jones argued that the decision should be grounded in the guidance provided by the Mass. Condominium Act and the HOP Master Deed, and that her understanding of those documents defines water and other utility systems as common and protects owner rights to access water and other utility systems.

P. Claughton disagreed, stating that the section of the common water pipe that leads to the spigot is after the pipe serves the water heater for 2914, and this section therefore serves only 2913.

***Decision:***

On the motion of Pam Claughton, seconded, the Board voted that, **in the future, if an owner wishes to install a spigot, with the permission of the Board, the owner will sign an agreement to take full responsibility for its maintenance and repair of any damages caused by it, such repairs to be performed by a licensed plumber, and that the spigot will be considered part of the Unit and under the control of the Unit Owner who installed it.** Votes in the affirmative: Cash, Zabriskie, Claughton, Pitts. Votes in the negative: Jones. **Motion passed.**

**6. Meeting Conclusion and Adjournment**

The business of the special meeting having been completed, the chair adjourned the meeting at 10:30 a.m.

Respectfully submitted, Helen Jones, secretary, July 9, 2015

Approved: Rick Cash, Chair, July 9, 2015