

ASHFORD PARK PROPERTY OWNERS' ASSOCIATION

In lei of our end of year newsletter, we believe that some very important issues regarding your HOA Board needs to be addressed. We have received many complaints of a homeowner going door to door with slanderous allegations directed at our present and past boards and trying to obtain proxies under false pretense. We would like to remit to you our rebuttal to these false claims.

Ashford Park POA Board & Trustee Responses to false or inaccurate claims by:

- A. Robert Whitten who has been going door-to-door soliciting proxies under false pretense.**
- B. An anonymous letter making erroneous claims received by Ashford Park Owners on / or around December 20, 2017 from "Concerned Homeowners for a Better Ashford Park".**

1. Mr. Whitten has been going door to door informing home-owners that the Board Insurance will increase to \$9000 due to "all of these lawsuits".

Board & Trustee Response: Mr. Whitten is making this false claim regarding the amount of the 2018 Insurance Invoice well before the policy is to be renewed in February. A phone call to our insurance agent from our board president revealed that the cost of the policy will be increasing 10% due to the claims it filed regarding the Lewandowski lawsuit. (It should be noted that our insurance agent thought it was great that we hired a management company to oversee the Architectural committee and hopefully avoid more lawsuits).

2. Mr. Whitten informed owners, including knowledgeable Board Members, that 1). Ralph Lewandowski won his case and owners may have their RVs on the driveways anytime they want (2nd part of Lewandowski vs Ashford Park POA lawsuit). 2). Owners do not have to mow the grass in between the sidewalks and curb. 3). Owners no longer have to bring in our trash cans. *And I ask, who wants to live in a neighborhood like that?*

Board & Trustee Response: (Lewandowski case) The 2017 Board was in agreement with Mr. Lewandowski that the covenant changes made in 2009 and 2012 were not legally changed by majority vote of the lot owners. No Board, however has the right to remedy past Board actions without legal mandate. Upon, receipt of the lawsuit, our Board, per recommendation of legal counsel provided by our insurance policy, investigated this matter by speaking to the respective past Board Presidents (Mr. John Herndon, Mr. Dale Torrence). Both past Board Presidents readily acknowledged they did not conduct a proper vote of all lot owners.

Board and Trustee Response: (RV on Driveways) The Board did not agree with Mr. Lewandowski's position regarding RVs on Driveways. The case went to trial on November 28th. Judge Taylor ruled in favor of the Ashford Park POA, not Mr. Lewandowski, with the judge stating that the wording in the covenants was not ambiguous and that it states clearly how homeowners were to handle this situation.

Board and Trustee Response: (Mowing your grass) The Board contacted the appropriate City Officials and have received written notification that it is indeed the responsibility of homeowners to maintain the area in between their sidewalk and street curb. Failure to do so will result in a City Citation and subsequent fine, if not remedied. It will also involve a violation warning notice and subsequent fine per the Ashford Park POA, if mowing and edging are not performed.

Board and Trustee Response: Owners, per By-Law, are responsible for placing their trash and recycle containers out of sight. (see website www.ashfordparkowner for the specifics of the By-Law).

The board was told by legal counsels that our Covenants need to be formally re-written and legally passed so not to cause confusion and unfairness in the future amongst neighbor's living in different phases of the subdivision. As it stands, there are 4 versions of the Covenants. This makes it nearly impossible to be fair to all neighbors. We will address this in 2018 and are looking for volunteers to help with the momentous task.

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- **The Dec. 20th Anonymous Letter makes reference to past and present lawsuits..."one lawsuit after Another".**

Board and Trustee Response: Adams Homes lawsuit: The 2015 Board chose to hold Adams Homes legally accountable for multiple unpaid POA dues accounts and for failure to address the engineering issues of the Hickory Pond. To-date, our POA has received \$20,000 in settlements from Adams/Peterson/Temco, and netted \$15,000 after attorney fees. That \$15,000 has been placed in a separate interest-bearing bank account, specifically earmarked for Pond Repair. The 2015 Board also received past due Adams Homes POA dues per each lot, plus late fees. (Adding several thousand dollars of lost revenue to our account)

The 2015 Board also sued 2 owners for slander and libel. (One of whom was responsible for the spending of 10 years of Ashford Park POA Reserves in an attempt to "fix" the Hickory Pond. The pond was "fixed" without the use of a licensed engineer in the final removal of dirt and therefore the work was not guaranteed and actually created a situation that has made maintenance almost impossible as confirmed by Leslie Gahagan). The 2015 board developed a position for 3 Trustees so that reserves would no longer be used without accountability.

The 3rd lawsuit was filed against David Roffman's board in 2016 by Mr. Lewandowski, (Phase 8) who was cited for having his RV in his driveway without permission of the POA Architectural Committee. The 2016 Architectural Committee mistakenly sent him a fine letter without sending him the pre-requisite violation / warning letter. The 2016 Board sent Mr. Lewandowski a letter of apology. No fine was levied. However, Mr. Lewandowski filed suit shortly thereafter.

- **The December 20th anonymous letter erroneously claims the 2015 Board sued "the City of Foley".**

Board and Trustee Response: No suit has ever been filed against the City of Foley. This is another false claim.

- **The December 20th anonymous letter erroneously claims "They (the 2017 Board?) also went to court in an effort to retain illegal changes to Our covenants." "These activities have resulted in larger legal bills."**

Board & Trustee Response: (Covenants) No changes at all were made to our covenants. The 2017 Board was in agreement with the judge in the Lewandowski lawsuit that the covenant changes made in 2009 and 2012 were not changed by majority vote of the lot owners. The Board, however did not have the right to remedy past Board actions without legal mandate. Upon receipt of the lawsuit, the Board investigated the matter, per recommendation of legal counsel provided by our insurance policy, speaking to the respective past Board presidents. Both past presidents readily acknowledged they did not conduct a vote of all lot owners via the POA By-Laws and Covenants. Judge Taylor stated that Ashford Park is to revert back to the original Covenants, and make the 2009/2012 Instruments filed with the court of records invalid, which the board did immediately. We all now follow the original covenants that can be found on our website at www.ashfordparkowner.com

Board and Trustee Response: (Larger [Insurance] Bills) There is an Insurance deductible of \$1000 if / when Ashford Park is named in a lawsuit, as in the Lewandowski case. The insurance company provided us an attorney for our case. The Board chose to add its newly retained POA Attorney, James Pittman to the case to add security to winning the case.

Board and Trustee Response: (Larger [Legal] Bills) After winning the Lewandowski lawsuit case, the out of pocket cost to the homeowners were just under \$3600 plus the \$1000 deductible or the insurance company for a total of \$4600. With an additional cost of a 10% increase to our Insurance policy come 2018. The total legal expense this year was (to date) \$4594. That is approx. 78% of our legal fees were spent on our legal activities involving our neighbor, Mr. Lewandowski suing our HOA. Most of the rest of our legal fees were used to obtain the \$10,000 settlement checks from the Ashford Park vs Temco/Peterson lawsuits in which we won.

- **The December 20th anonymous letter erroneously claims: “The current board is shifting their responsibility to a third-party management company... If this allowed to continue, we can look forward to further increases in our dues”.**

Board and Trustee Response: The contract was put in place for the reasons below, but also to insure the Ashford POA fee will **NOT** be increased for the 3-year term of the contract. In addition, the 2017 Board’s 5-Year Financial Plan was created to replenish the reserves wasted in 2014, but also to eliminate the need to increase POA dues for at least a 5-Year period.

The Board and Board Trustees each voted unanimously on October 24, 2017 to engage The Property Shop of Daphne, Alabama in a 3-year contract (in accordance to our By-Laws (Article IX, Section 1-D) to serve as the property management entity at a cost of \$6 per month per house, or \$72 per year, plus a one-time set up fee of \$500 or .25¢ per household). Total cost per year to each owner \$75. Quarterly payment plans (without late fees) will be available for those with financial hardships. The process for requesting a payment plan was identified within the 2018 POA Dues Invoice. (The information above was included in the November 2017 Board Meeting Agenda, Minutes, Website and Nextdoor Communication).

Rationale

Owners policing other owners has created both division and discourse within our neighborhood.

Too much responsibility and work for those serving as Board Members and Committee Volunteers (in 2017, 6 Board Members & 12 committee workers volunteered out of the 279 homes and in several circumstances 2 volunteers came from the same home).

Lack of consistency in how the covenants have been administered from year-to-year causing law suits, legal costs, stress, and discourse within our subdivision.

The litigious culture places too much pressure on volunteers, who are not professionals. In 2016 Mr. and Mrs. Lewandowski sued the POA after the Architectural Committee made an “honest mistake” even though a letter apology was immediately sent.

Ashford Park POA Dues Distributions

\$100 per home is required for the general operations of the HOA.

\$50 per home is required to replenish the Reserves Funds that were depleted in 2014.

\$75 per home is required for a professional management company to administer our CC&Rs to insure consistency, fairness, and objectivity, which will protect our property values.

If you feel that you have given your proxy under false pretense, you may rescind (revoke or cancel) it at any time up to the day of the elections on January 9th. You may use the proxy enclosed and address and send it to our Trustee, Rosemary Kitchens at the address located on the form. If you have any questions, we are happy to answer them truthfully. Email us at ashparkhoa@gmail.com or call me personally at 251.424.5890. The people running for board in 2018 will be found on our website the first of the year.

Please bring a photo I.D. to the annual session in order to attend.

On behalf of your board and trustees, it has been a pleasure serving you and our community.
Deborah Peterson, President

Ashford Park “Neighbors Helping Neighbors” Charity Program

In the spirit of the Holiday Season, a homeowner recently suggested the Ashford Park POA create an ongoing assistance program to help those Ashford Park Homeowners experiencing a financial hardship. The Board and Trustees have discussed this in the past and believe the idea has great merit and will implement the program beginning January 1, 2018.

During the past several years, a number of Ashford Homeowners have contacted the POA and have paid the Annual Dues of owners experiencing financial / medical / emotional hardships. This program will formalize good deeds like those moving forward.

Donation Process

In the wake of the recent Federal Tax Cut / Plan, Ashford Park Homeowners can send their tax-deductible donation checks for fiscal year 2017 (must be dated before January 1, 2018) to:

Ashford Park POA, %The Property Shop / P.O. Box 668 / Daphne, AL 36526

Write the word “**donation**” on the blank located on the left side of the bottom of your check.

Homeowners may also bring their check to the January 9, 2018 Annual Meeting and hand it to a Board Member or Trustee. (Checks must be dated before January 1, 2018 to be deductible in 2017).

Donors may specify the name / address as to whom / where the donation is to be distributed if they so choose.

A separate Ashford Park “Neighbors Helping Neighbors Charity Donations” account will be created for this program.

Distribution of Funds Process

The Ashford Park Trustees will receive all Requests for Assistance via e-mail from the “The Property Shop” Management Company and distribute the funds by majority vote per their directive to the Property Shop, unless the distribution is specified by the donor.

Application Process

Homeowners experiencing financial hardship may apply by writing “Request for Assistance”, a brief description of the financial hardship, and mail to the address below. All “Requests for Assistance” will remain confidential.

Homeowners who are aware of neighbors experiencing financial hardships, may make the “Requests for Assistance”, on behalf of an owner who is experiencing the financial hardship by writing “Request for Assistance”, a brief description of the financial hardship, and mail to the address below. All “Requests for Assistance” will remain confidential.

**Ashford Park Property Owners’ Association
%The Property Shop
P.O. Box 668
Daphne, AL 36526**