

Windsock Village Property Owners Corporation Meeting

August 21, 2018

4 Apache WAY

MEETING STARTED 6:33 PM

ATTENDANCE

Ann Cady
Carl Tyler
Chip Johnson
Greg Howard
Greg Vince
Lisa Maggiolo
Meriel Mingori
Stanley Brothers
Tom Huckman

Approve minutes of June 19, 2018 meeting

Motion to accept minutes. Motion accepted.

Approve minutes of July 17, 2018 meeting

Motion to accept minutes. Motion accepted.

Treasurer's Report

Checking \$53,434

Savings Balance \$29,000

Total outstanding \$34,815

\$89,300 collected to date

FR Carroll has been paid in full.

2017 taxes were filed, no taxes due.

The only cost prior to winter are the road edge completion costs.

Greg is waiting for names of suggested bookkeepers. Tom suggested the lady from his church, Tom will check if she has any interest. The Board is looking for someone that can do deposits, and use Quickbooks.

Motion was made to accept the Treasurer's report. Motion accepted.

Old Business

- **C&R Violations, continued**

Active 6 Aztec Drive - Newberry, 12 Captains Way - Kukas, 24 Captains Way - Diaz

6 Aztec Drive- Tom spoke to Kevin Newberry and Kevin committed in a July 21 email to correcting issues within 90 days. See attachment A. Bob Pustel sent an email to Greg with ideas on how people could help with 6 Aztec Drive.

12 Captains Way was sold, the new owners were told about the lawn care that needs to take place. Greg will check to see if they have made provisions to do the work.

Ann Cady asked about the property next to her (57 Old Mill Road), and the piles of brush there.

24 Captains Way is planning some more construction so is holding off lawn work until construction completed.

8 Red Baron Road- Edward Cahill, a letter was drafted by lawyers regarding C&R violations, and the letter was sent certified mail. See attachment B.

For C&R Violations Summary Table see attachment C.

- **Delinquent Accounts- Status**

More people have put in writing how they plan to pay. For those that haven't put in writing, when new statements are sent out September 1st, they will be provided with the Collections Policy.

Debbie Eldridge, owes up to \$4800, payment schedule was not delivered. Attorney has asked for further details. Our attorney will follow up in a month.

Zero response from Legal Revenue Services, LLC on collections, Vivian - emails etc have been sent.

Sieczkowski, no update/response from Vivian regarding this account.

Ann Johnson paid up for last year.

Sheriff is attempting to deliver court orders to Cahill. The hearing is scheduled for September 26th.

Steven Brown, we are waiting for new notice of orders from court, then we will need to get the Sheriff to deliver them.

- **Old Mill Road- Paving Project**

Jake Dawson sent contract for shoulder work. He is going to bring his dad in to do work, as he has the equipment. No work will be performed until Greg meets with them.

New Business

- Plowing Contract - We received a proposal/contract from Dawson's, See Attachment D. Concerns were expressed about the wording of the contract, example \$155 per hour for any plow truck. So this could cover a small truck with a small blade, or a large truck with a large blade. The board felt the quote needed more detail and clarification.
- Greg, and the WVAC are also speaking to G.W. Brooks & Son.
- Tom asked about signs, Greg will arrange for new signs. Tom suggested where the signs should be placed.

Next meeting September 18th, 4 Apache Lane

Meeting Adjourned 7:29PM

Motion to adjourn, motion accepted.

Attachment A



Greg Howard <ski2haul@gmail.com>

Yard cleanup

Kevin Newberry <daddyscleo@gmail.com>
To: Greg Howard <ski2haul@gmail.com>

Sat, Jul 21, 2018 at 7:10 AM

Greg, Kevin. I spoke to Tom the other day and he encouraged me to touch base with you about my yard clean up. We discussed various ways to get it done and he has graciously offered his help with his excavator.

Between pulling stumps, perhaps rearranging piles to burn safely, and having the rest hauled I can see our way to having this completed in the next 90 days or so. I will hopefully be able to start this coming week as Tom thought he might have some availability. I will at the very least begin neatening things up.

I am sorry this turned into such a hair ball but finances are a continuing struggle or it would already be done

Thanks, Kevin.

Sent from my iPhone

[Quoted text hidden]

Attachment B

W
WALKER & VARNEY P.C.
ATTORNEYS AT LAW
26 NORTH MAIN STREET - P. O. BOX 509
WOLFEBORO, NEW HAMPSHIRE 03894

GEORGE W. WALKER
THOMAS R. WALKER
JAMES P. COWLES
BRIDGET N. MITCHELL

ROBERT C. VARNEY (RETIRED)

TEL: 603-569-2000
FAX: 603-569-4799

August 9, 2018

Via US Mail and Certified Mail Return Receipt Requested

Edward Cahill
8 Red Baron Road
West Ossipee, NH 03890

Re: Violation of Windsock Village II Restrictive Covenants

Dear Mr. Cahill,

I am following up on the multiple letters that my client, Windsock Village Property Owners Corporation ("Windsock"), has sent you regarding violations of the Certificate of Restrictive Covenants, Common Easements, Exceptions and Reservations for Windsock Village II ("Restrictive Covenants") as recorded on August 22, 1978 at Book 715, Page 275 at the Carroll County Registry of Deeds.

As you know, as a member of Windsock, you have agreed to abide by the terms of the Restrictive Covenants that are in place to "create a pleasant and harmonious residential community[.]" as well as the Articles of Agreement for the promotion of the growth, prosperity, law and order in Windsock Village.¹

Unfortunately, Windsock must now seek to enforce the Restrictive Covenants pursuant to Paragraph 10 for the following issues:

1. Your property is not in compliance with paragraph 8 of the Restrictive Covenants: "No unregistered or 'junk' vehicles of any kind, or parts thereof, are to be kept or stored on the premises, excepting such machines and/or equipment necessary for the normal or routine maintenance of the premises." The unregistered/junk vehicle you are storing at your property does not fall under the exception provided in paragraph 8. Thus, the Restrictive Covenants require you to take corrective action by removing the unlicensed/junk vehicle from your lot forthwith.

¹ For your convenience, I have included a copy of the Restrictive Covenants (Exhibit 1) and WVPOC Articles of Agreement (Exhibit 2).

2. Second, Paragraph 8 of the Restrictive Covenants provides that “[n]o noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.” My client is aware that prior to the numerous letters Windsock sent you regarding the unregistered/junk vehicle stored at your property that the Town of Ossipee was forced to intervene regarding your use of the same, namely, storing multiple unregistered/junk vehicles at your property. As a result of the Town’s intervention, likely related to your operation of an unlicensed junkyard contrary to RSA 236:114 and/or the Town’s Ordinance, you removed several unregistered vehicles. However, you have failed to remove the last unlicensed/junk vehicle from your property in violation of the Restrictive Covenants and constituting an annoyance to the neighborhood.

Given the foregoing, please bring your property into compliance by September 1, 2018. Should you fail to do so, then Windsock will have no alternative but to pursue all legal remedies to enforce compliance, including claims for reasonable costs and attorney’s fees, which are permitted under paragraph 10 of the Restrictive Covenants.

Windsock sincerely hopes this will be unnecessary.


Thank you, in advance, for your prompt attention to this matter.

Very truly yours,

James P. Cowles

JPC/kdt
Enclosures

cc: Windsock Village Property Owners Corporation



Attachment D



Jake Dawson's Excavation & Utility Services, LLC

P.O. Box 36

Moultonboro, NH 03254

603-253-5209

www.dawsonsexcavation.com

Windssock Property Owners Corporation
PO Box 512
West Ossipee, NH 03890

Snow Removal Contract

Windssock Village, hereafter known as "Customer," agrees to pay Jake Dawson's Excavation & Utility Services, LLC the quoted price for snow removal at Windssock Village for the period of 2018-2019.

- Customer will pay \$155.00 per hour for any plow truck, \$65.00 per yard for sand, and \$175 per hour for a loader for the following services: Snow removal and plowing.
- Jake Dawson's Excavation & Utility Services, LLC will be expected to plow when 3" of snow has fallen.
- If Customer requests additional services, these will be written up in a new agreement, to be approved by Customer.
- Payment must be made according to the following plan:
Payment due upon invoice.
- Jake Dawson's Excavation & Utility Services, LLC agrees to pay for any damages caused by equipment and/or negligence, provided that Customer documents the damage within 24 hours of occurrence. Without written evidence, Jake Dawson's Excavation & Utility Services, LLC will not be obligated to pay for any damage.
- Jake Dawson's Excavation & Utility Services, LLC will repair any documented damage once the snow has melted and the area is entirely visible.
- Jake Dawson's Excavation & Utility Services, LLC is not responsible for any damage caused by piled-up snow, or damage to any items that are not visible due to snow coverage.

Customer Name

Customer Signature

Company Representative Name

Company Representative Signature