

Board Members Attempt to Cover-up Blunders

What Bluffview Greens Board Members don't want you to know

“Up to 80% of all coatings failures can be directly attributed to inadequate surface preparation...”

A few months ago Bluffview Greens entrance gates and fences underwent a routine and overdue maintenance. Unfortunately, the board and management – trying to save money – hired a contractor that cut corners; and did not properly prepare the old surface, then carelessly slapped and piled on the paint.

The Big Problem: After viewing the photos, HOA Board members adamantly defended the contractor over the serious workmanship issues; and refused to acknowledge that the new paint was applied directly over the old peeling paint, dirt, and rust. This paint needs to be removed much sooner rather than later. Now the cost is exponentially greater (estimates are \$30,000 to \$40,000) to remove the two improperly applied layers of paint, prepare the surface, prime, and paint it right.



SHERWIN-WILLIAM: “Improperly prepared surfaces can result in reduced coating integrity and service life. Up to 80% of all coatings failures can be directly attributed to inadequate surface preparation, which affects coating adhesion. ... **Previously Coated Surfaces:** all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint.”



Board members described the contractor's work as: "minor imperfections, frivolous and trivial."

"If you expect this board to act on every little suggestion we receive from property owners of this community you are sadly mistaken."
Joe Battaglia, HOA Board Member.

Response: October 7, 2016 Board member Alan Manka wrote: "Why should I care if you "assume", or consider something "known"?"



What makes you think I am going to report to you?"



Top Rails Not Painted!



December 12, 2016, Board Member David Garrett wrote: Minor imperfections notwithstanding, the bare metal is covered and protected. The risk of catastrophic failure let alone unsightly corrosion is trivial. ...***it is our opinion that no rational person will conclude*** that the work poses a "significant cost and liability to the community."

Appearance of Impropriety

I witnessed the prep work and have examined the entry. I'm at a loss to know about the damages and "serious workmanship problems." It seems entirely satisfactory to all but the extraordinarily fastidious.

October 7, 2016 BVG Board Member David Garrett



INDUSTRY RESOURCE - RUST-OLEUM: "Choosing the right paint for your project is important, but the condition of the surface that you will apply it to is even more important. In fact, over 75% of all premature coating failures can be linked to improper or incomplete surface preparation. The need to remove loose and flaky pieces is obvious. If painted over, those pieces will come off and so will the paint."



FACT-FINDING CONCLUSIONS: *In consultation with a number of experts, including Sherwin William the paint manufacturer, who examined the entry gate and fence, experts concluded the obvious. The surface preparation was inadequate, which affects coating adhesion. The paint must be removed, and the project started over.*

Expensive Blunders

Become informed... The following careless blunders made by the HOA board and management are good examples as to why Bluffview Greens Bylaws, CC&R's, and State Laws exist to protect members' investments. Members should not be left to pay the bills on this one. Members do have some options and rights available that the board has tried to hide from the community.













Too Many Questions and No Answers from the HOA Board

“What makes you think I am going to report to you?” ...
Board member Alan Manka

Homeowners Deserve Answers

October 7, 2016 Bluffview Board Members were asked the following questions in writing:

1. Did the contractor provide a warranty, or proof of errors and omission insurance?
2. Did the board or First Service Residential hire the contractor?
3. Has the board made a claim for damages to the contractor or First Service Residential?
4. Has the Board of Directors filed a claim under Bluffview Greens HOA Liability, errors and omissions for Insurance Policy?

October 31, 2016 – Certified Letter to the Board of Directors asking the following:

1. Please provide the name of the Paint Contractor Company that painted Bluffview Greens community gates and fence this past summer.
2. Did the Board and management prepare the contract, or was the contract prepared by the contractor?
3. Did the Board and / or management sign a contract with the paint contractor?
4. Did the contract contain a clause that requires the contractor to provide proof of insurance prior to commencement of the work to be done?
5. If so, what was the specific type of insurance required?
6. What was the purpose and value of the insurance contained in the signed contract?
7. What was the final cost agreed to in the signed contract?
8. What was the final amount paid to the contractor?
9. Did the paint contractor provide proof of insurance prior to commencement of the work to be done?
10. Did the board contract with any other 3rd party contractor for the work done?
11. What was the date the contract was signed?
12. What was the date of commencement of work?
13. What date was the first coat of paint completed?
14. What date was of the second coat applied and completed?
15. Has the board or management consulted with Sherwin Williams, the paint manufacturer, regarding the lack of preparation – failure to remove dirt, trash, loose peeling paint, and rust not cleaned or primed – before the first coat of paint was applied?

Dues-paying HOA members' concerns:

- **How can we, as HOA members, hold someone accountable?**
- **Does the HOA Board expect members to pay for this mess?**
- **Is the board planning to try raising our assessments to pay for this?**
- **Are members willing to pay an assessment increase to cover the \$30,000 to \$40,000 for this embarrassing predicament?**

Mandated Regulations of Board Members and Management Transparency to Assure HOA Members' Protections

The board and management are to ensure “all contractors provide a certificate of insurance prior to commencing work...” **Declaration of Covenants, Conditions, and Restrictions (CC&R):**

MEMBER RIGHTS and OPTIONS FACT SHEET

- **CC&R's for Bluffview Greens Planned Unit Development– Article V.** “The Association shall assume all maintenance obligation with respect to any Common Areas... The Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its Members, concerning occurrences on the Common Areas... Ensures all contractors provide a certificate of insurance prior to commencing work...”
- **FIRST SERVICE RESIDENTIAL – BLUFFVIEW GREENS HOMEOWNERS ASSOCIATION MANAGEMENT ADMINISTRATIVE, SECTIONS (8, 17, 18): RESPONSIBILITIES, (Bluffview Greens Website)**
 - (8) “Transact all matters pertaining to insurance claims, premium payments and ensure association coverage is current.”
 - (17) “Obtain bids and contract for services in support of the current operations and maintenance of the association properties.”
 - (18) **“Ensure all contractors provide a certificate of insurance prior to commencing work.”**

HOA Members Have the Right to be Fully Informed and Made Whole

Bluffview Greens HOA Members' Right of Choices to Achieve Financial Remedies:

1. The board can make a claim on the contractor's insurance. Contractor's Insurance is mandated in Bluffview Greens CC&R's. However, the board has made it clear that they will not try to hold the contractor accountable.
2. The board can make a claim under First Service Residential, the management company's insurance, for failure to follow its responsibility under the terms of its contract with the HOA, in compliance with HOA Bylaw, CC&R's, and management's written responsibilities. The fact is, that regarding vendor contracts, it is a mandatory duty of both management and the board to assure proper financial proof of insurance for the protection of Bluffview Greens HOA members.
3. The board can make a claim under BVG's HOA General Liability Policy that is to be maintained by the board and management in Bluffview Greens CC&R's to protect community common areas and the board from personal liability for any mistakes that the board members might make. The current HOA policy has an 'errors and omissions' clause for protecting board members from liability. However, this is perhaps not the best option available since it has a \$1,000.00 deductible.
4. This option is by far the worse option. HOA members will have to pay. On behalf of board members, Allen Manka sarcastically said (Oct.7.2016): Homeowners will not be willing to pay a dues increase to cover re-doing the gates. Nonetheless, this option is the reason why the Original CC&R's, are so specific about the duty of both the board and management to maintain HOA Liability Insurance Coverage.

In Summary: HOA Board Give Excuses and Denials - Not Answers

BIG SECRETS: The facts support that the board hired the cheapest contractor, perhaps paying \$2,000 - \$4,000 (according to a reliable source); and they don't want anyone to know they have been careless with their decision-making. A condition that, if left unresolved, could cost members many-times-over to correct. Unfortunately, the board refuses to be transparent, to answer members' questions, or otherwise provide any documents. Circumstances being what they are, this board and management have not complied with the HOA Bylaws, CC&R requirements, and state laws on behalf of Bluffview Greens HOA members. Now is the time for neighbors to stand together for the financial good of the community.

