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Fellow Cambridge Lakes Homeowners,

This is George Christodal . . . some of you may know me. I live in building "C," and I've lived here for nearly 23 years — moving in just a short time before the Cambridge Lakes *Apartments* were converted to *Condominiums*. I am hoping to provide you with a little insight into the development of Cambridge Lakes from its conception until now — a view of where we came from — in hopes of creating a joint appreciation for where we could be today. My perspective comes not only as a longtime resident, but also the founding partner of this community's original development company. Please know that an early draft of this letter was given to the Board at our last "private, one-resident-at-a-time-only" meeting a few months ago.

Initially, I moved into Cambridge Lakes on a temporary basis — for a short time to recover from a heart attack in July of 2001. But, as time passed, I chose to make this my permanent home. As I was still in recovery during the condo conversion, I had little to do with establishing the Homeowners Association or the condo documents. These matters were left in the hands of the other managing partners. At that time, I conveyed my 49½% interest to them, and they took over all the components of the conversion process.

I am bringing certain matters to the forefront, because I believe it may be good for all of us, as co-owners, to understand how Cambridge Lakes Condominiums came to be — especially the initial vision of creating a Class A condominium property — in comparison to the state of our property today, which is closer to a Class "B" rental property.

## **Cambridge Lakes Concept & Construction**

The Cambridge Lakes ("CL") land site was initially contracted for and controlled by me. Later, with the design conceptions and zoning approvals in place, I brought in three partners. Here are a few of the details:

**Conceptual Design**. I hired architect, Tommy Smith, of Smith Gerber & McClure & Associates and the engineer, David Stevens C.S.E. to design and plan CL's development from its conception. I provided most of the input into the site plan designs, floor plans, and the ponds. As the ponds were a large part of the concept, "Cambridge Lakes" was the name I chose.

**Construction**. The Bostic Brothers were brought in to be our builders, the largest apartment builder in the Southeast at that time. They were very qualified, and I personally knew their work well.

**Financing**. The arrangements for financing were made through a HUD-backed loan using a loan consultant in Columbia, SC.

Cambridge Lakes became one of the first, all-brick residential apartment complexes built in this area (at our market level) that had secure, interior hallways and elevators. Separate apartment water meters were also installed in preparation for a future conversion to condominiums. We included these amenities despite added construction costs, to achieve the Class A property vision. Very early on I tried to enable CL to become Elderly Housing, but our market studies did not support such at that time.

I think it is very informative, and maybe even a little fun, to note that our original costs for everything — the land, design, permitting, financing, and construction — was somewhere around \$8.5 million in 1998. At that time, our land cost was \$650 thousand. By comparison, today our raw-land value alone would be greater than the total land and turnkey construction costs back in '98. Our raw-land value is now easily more than \$8.5 million, and the combined total retail value — given our complex's current condition — is around \$35 million (approximately

todays' total replacement cost). Unfortunately, the not-so-fun part to note is if we were currently in Class A condition, today's market value should be more like \$45-to-\$50 million . . . or maybe even more.

## Why has our property deteriorated in quality?

The current condition and deterioration of Cambridge Lakes rests squarely on the shoulders of the Board of Directors. Many owners are quite upset by its mismanagement of both property and finances. Its efforts have:

- Lacked critical professional know-how,
- Demonstrated a consistent refusal to acquire knowledgeable assistance from outside or within the community,
- Regularly failed to provide supervision or examination of contractors and their work, and, additionally,
- Appeared deficient in initiative and foresight regarding property management.

Unfortunately, it has become increasingly evident over the past 8-10 years that the work of the Board and, therefore the property's decline in quality, has been driven primarily by Board leadership.

Most regrettably, the problem is being perpetuated by the Board leadership's great efforts to reappoint and reelect from among a small group of agreeable — typically acquiescent Board Members and recent former Members — discouraging or keeping out other owners from participating. For example, it is not uncommon for a Board member who wishes to resign to do so just before the next annual meeting in order to appoint a "friendly" who is then placed on the proxy card for the next election. Or, in some cases, the Member waits until after getting reelected, then resigns, so that the Board gets to appoint another "friendly" to assume that resigning member's full 2-year term. Lastly, the Board is permitted to and does vote the proxies that remain unvoted by owners (typically non-resident owners) in their favor. So, with all the efforts put forth to continue the close-knit membership on this Board, it is difficult *not* conclude that the more recent Boards are even more responsible for the terrible condition of our Cambridge Lakes property. Whatever the good intentions of some Board Members, over the years they have been overshadowed by the unfortunate decisions made by Board leadership, typically by allowing our management company to decide what's acceptable.

The following are specific examples of mismanagement — a sample of various issues and problems that have occurred under current and former Board leadership. In several instances, we owners are still waiting for explanations.

#### Condo Property Rights Given Away. No Compensation. No Notification

For several years, there have been unanswered questions regarding an easement that Board leaders, Kim and Jerry, essentially "gave away," for which we have never received any answers of clarification. We are **all** owners of property here, but all questions have been brushed off by the Board.

The scenario: The Board agreed to give a drainage easement to an abutting commercial landowner for free, allowing the commercial property to drain its storm water runoff into our ponds. I believe it is best explained as their giving away our communal property rights with no compensation, without our knowing about it, and without our having any ability to provide input. It would be helpful to know which lawyer agreed this was done properly. Kim and Jerry may think they had the right to do such a thing, but I do not believe that to be the case. As co-owners, with our very certain rights, we should have been considered in any decision regarding a property rights transfer . . . and most especially if for no compensation. Moreover, if this was not the case, we would like to see or hear a full accounting.

In doing this act, the Board likely improved the commercial landowner's property value by at least 20%-30% or more, as the landowner would not be required to detain the property's storm water runoff on its own property (in its own, on-site detention pond). This enabled more of their land to be used for a larger building

with more parking. It is what is referred to in business as "trading your gold for copper." In reflecting on this *give-away for nothing*, I honestly do not believe either Board leader knew better, but they should have at least informed homeowners and asked for comment. We all had property rights in this issue.

# **Full-Property Landscaping**

I was personally on a voluntary Landscape Committee formed several years to work with Martha, our then Board President, with three other volunteers, Gloria, Silvia, and Debbie.

I recommended and scheduled a walk-about with a local landscaping company. The Committee walked the entire property with the firm's in-house landscape architect, talking, pointing, and making certain they understood the need to cut and regrade the front yards, etc. Within a week or so, they gave us a proposal for \$125 thousand including the clubhouse and entrance. Most of the Committee agreed with their plans for new trees, grass, bushes, and flowers, which would cover all five buildings, the clubhouse, and remaining grounds. However, Board President Martha and one Committee Member preferred a different choice for a landscape architect — one which had the "credentials" of doing a "lot of work on Kiawah." The Committee was not permitted to meet with anyone from their preferred architect, nor did we learn anything further of its credentials or reputation beyond the "Kiawah connection." I believe Board President made the choice.

This "Kiawah-connected" landscape architect wanted a \$25,000 retainer, which Martha determined we would do. I felt the retainer should be more in line with \$10-\$12,000, as in my experience a retainer is generally 10% of projected costs; the \$25,000 retainer suggested the final job would be more like \$250 thousand, which it turned out to be. My suggestion of the lower retainer amount was scorned by Martha, and the Committee never met again. Presumably, she signed the contract with the "Kiawah" landscaper and paid the \$25,000 retainer. As an incidental side note, although I might be mistaken, I believe the initial landscaper (with the bid of \$125 thousand) is the firm recently hired as our new landscapers.

The landscaping redo project did not start until a year or more later and was done in two phases. Phase One was for buildings A and B, which was accomplished (1) with no community or landscape architect supervision, (2) without any cutting out of existing grass build up, and (2) with no regrading of the front yards. I personally never saw a landscape architect supervising Phase One. Rather, I watched the workers merely plant on top of the existing grass with no cutting and no regrading. They dug holes to plant new bushes, trees, and plants, then simply spread the excess dirt right on the top of the grass and existing grading, then raked it out. The result was even worse drainage problems for buildings A and B, as this added to the ground buildup already there from the grass cuttings and mulching over 20 years. They never carried one wheelbarrow full away.

After seeing what happened on A and B, I volunteered to watch over and supervise the digging, regrading, and planting for buildings C, D and E (it took time, but supervision was needed). Before the contractor even started, we complained when we learned of their planned midsummer planting. But contractually, Cambridge Lakes was obligated to go along with a hot, mid-summer planting, or it would not be done at all. Any gardener knows planting in mid-summer Charleston is never expected to be a success.

By the time the planting for buildings C, D and E was to take place, the contractor promised to provide a landscape architect to supervise. However, the individual merely walked around to point out where to place the new plants and never came back to inspect the condition of how they were actually planted. During the planting process, I had the workers haul away many truckloads of the ground buildup and move some of the dirt to fill in along the fence lines by building E and other low areas. I suggested we fix the downspouts and drains at building E and had the front drains at buildings D and C cut thru the sidewalks to the streets for an additional cost of about \$6,500 (but well worth it). I had workers run new drainpipes from the existing downspouts in order to connect them properly through to the sidewalk drains at building E fronts and regrade the yards to counteract against the porches flooding when rain was heavy.

After seeing the bushes and trees that were planted, it was apparent that many were already dead and broken, plus others died very soon thereafter as our watering and sprinkler systems (which had been repaired and replaced many times over the past few years) did not work properly and some not at all. When we complained to both our management company, Ravenel, and then our Board President, we were told that the landscapers would come back to replace the bad plants as they were warrantied for a year. That would have been an acceptable solution. However, as is not unusual, no one followed through to ensure they were replaced. So, now Cambridge Lakes can boast dead trees and bushes, because our "1-year warranty" was permitted to run out. Some owners have replaced a few of the dead bushes right near their homes at their own expense, but our watering system still works poorly, and it is hard to get things to grow with no water.

I understand that the total landscaping for the fronts and back cost us much more than \$250 thousand for Phases One and Two, and that does not include the cost of our multiple sprinkler system repairs, which are still not working well. It would certainly be nice to see an accounting as to just how much money was really spent for the full scope of landscaping projects over the last few years, including the sprinklers. It is possible it could be over \$300 thousand but should have been only \$150 thousand at the most.

# **Replacing Screens on Porches**

Another mismanagement blunder was the rescreening of porches. When I heard they would be redoing our porches, I personally offered to help then Board President Nora with the outline specifications and the contracts for the repairs and rescreening. Nora told me she did not need any help, because she had already gone online to find out how to do it.

I was also concerned about the rusted, and some broken, tiedowns on the porch columns at ground level in need of repair. I mentioned this to Nora, and they became part of the whole job. I never saw the contract for the porch redo, but I heard it was well over \$150,000, possibly contracted with a company from Myrtle Beach. Amazingly, the firm was permitted to begin the process the week of Memorial Day, cutting every 104 apartment's screens open and left to swing in the breeze just before Memorial Day's hot weekend. Moreover, most porches were not completed until after Labor Day.

I wondered why the President did not arrange to do one building at a time rather than leaving <u>all</u> of us unscreened for the summer. When I broached this issue, she explained she merely left the scheduling up to the contractor. No Board input about scheduling was provided. I do confess having been a bit sarcastic at our Fall Meeting to prove a point that not everything is learnable online but could be solved better by those who regularly deal in such matters. Perhaps to my detriment, unlike our Board Presidents, I do not view it as a weakness to ask knowledgeable professionals for assistance.

#### Repaving and Coating of Sidewalks & Roadways

The paving was another poorly completed project where a general lack of follow-through was involved. The contractors missed a lot of pavement cracks. When I saw the workers merely spraying the crack-fill rather indiscriminately, missing in a lot of places, I contacted Julie, our direct contact at Ravenel. She came on the premises, and I showed her the many voids and misses all over the road areas. She told me the contractor would come back to fix all the missed cracks before the final coating. Well, they did not come back to fix anything, if in fact they ever actually intended to do so. Just like the lack of follow-through which caused the loss of our 1-year warranty on dead plantings, in this case, there was no follow-through to ensure the missed cracks would be filled before the final coating. Workers rarely come back to fix things.

# **Pressure Washing**

During the pressure washing process, again, there was no one sent to supervise, and omissions or misses resulted. As some may remember, or at least I am aware regarding my building C's case, the mulch had not

been previously swept or blown off the sidewalk areas. So, the worker simply chose to spray around the mulch. In some places, up to one-foot swaths were unwashed. We complained, and the young man was sent back, reluctantly, a few weeks later to go over the faults. The redo was still not a very thorough job.

## **Tree Trimming**

Please, let me first provide an important perspective as to what was visualized when the Cambridge Lakes trees and other plantings were first chosen. Working with our landscape architects, we were very serious about selecting trees with specific purposes in mind as well as beauty and projecting our choices well into the future. We envisioned how the initial plantings would look 10 years ahead, on to where we are today at 25 years out, and further out to 40 years ahead. It was meticulously planned growth.

Now, to the most odious and irreparable of all the damages done to our property — the tree "trimming," or what anyone who knows our specific trees and their trimming requirements would describe as a ravaging of some rare, fully-mature, 25-year-old trees. This was carelessly permitted by our Board leadership with absolutely no supervision provided, nor consultation with anyone who might have any knowledge about trimming these particular trees.

Most certainly the contractor knew nothing about the rare specimen **Redwood Trees** along our Cambridge Lakes property lines, primarily on the south side. The most notable of all the limb damage was done to the **London Plane Trees** along the sides of our entry street, now devalued forever. Now, the appearance along our once pleasingly shadowed drive into our homes is sterile. These young men laborers indiscriminately cut branches with their chainsaws up as high as they could reach on ladder extensions. Thank God, they did not bring 40 foot ladders.

The most devastation was done to every one of the **Metasequoia Trees** at the fence lines, which were cut up without even knowing the nature of the tree. Not to be forgotten are the full-grown 30+ foot **Magnolia Trees**, most noticeably along the fence lines around buildings D and E, which now appear more like tall beach umbrellas. With no knowledge about these very special trees and without consulting with a professional, our tree landscaping has been dealt very *permanent consequences*.

I hope the below additional perspective on two of our trees will add to your understanding:

Metasequoia Glyptostroboides Trees — These fully mature specimens are planted along our fence lines. They are a rare and deciduous Redwood type tree, which went extinct in North America thousands of years ago until discovered in China in 1943. This pyramidal Dawn Redwood tree — thanks to the distribution by Harvard's Arnold Arboretum in Boston, MA — was again propagated in this country, and now is reasonably available and very suitable for the climate here. They are wonderful and beautiful boundary trees, because of their low and slim growth that provides us natural privacy. One of the natural beauties of this tree is that it loses its needles in the fall, and they grow back in the springtime, as many here have noticed. Some have even marveled about this tree's rare trait. I am very familiar with the Metasequoias, as I had two of them at my farmhouse in Needham, MA. They were a gift from the Arnold Arboretum to the H.H. Richardson's Family's homestead, and they were there when I purchased the farm in the mid-70s. This tree is special, not only to me, but hopefully to all of us living here now that you know of its nature and history.

These are rare trees that were shamelessly and haphazardly **stripped of their lower branches and natural screening features** forever. As is quite the norm, this was due to the Board's lack of seeking professional expertise, failing to reach out for possible assistance from owners who may have knowledge, and no supervision of the process.

London Plane Trees — This same careless attitude was again evident with our London Plane trees that are more commonly thought of as their look-alike, the Sycamore tree. These were wonderful and graceful mature trees beautifully overshadowing our Cambridge Lakes entry drive. Even in winter months when the leaves fall, their very recognizable branches with peeling bark and little, double flower balls, they are still very beautiful and peaceful to see. Now, with their lower branches simply shaved at a much higher level than warranted or normal, they have been savaged . . . without consulting with an arborist, a tree surgeon or simply asking owners if anyone might know a bit about our trees. This was a very permanent, destructive, and depreciating decision on the part of our Board.

Incorrect tree cutting is not like a garage or a car that gets damaged yet can be repaired. Once trees are spoiled — especially removing lower branches, as was done here — they are spoiled forever. The Board appears to have made decisions with nature's work as would a utilitarian landlord. And, **the Board leader does not have the perspective of an owner who makes his home here**. A consultation with an arborist would have created a different outcome.

## **Dumpster/Compactor**

The issues with our dumpster could be fixed relatively quickly if some sincere initiative was applied. We have a machine with frequent breakdowns, no security cameras to attempt to stop outsiders from using it for inappropriate disposal (which often causes the breakdowns), and an ugly, unpainted door with rusted hardware. Unfortunately, the dumpster is not addressed unless it is broken. One of our owners, Bud Thatcher, has experience with security systems and has made recommendations, but our Board President has not accepted the idea as needed. Of all the situations that need improvement, the remedies for this resource should be relatively straightforward. Given today's technology, the expense for security is minimal, and security is a way of life for most communities now. And surely, a repaint of the door is rather simple.

A most recent example of thoughtless repairs done with no sense of quality or taste is the installation of the handrail at the dumpster steps. Presumably, this was handled by Ravenel with minimal input from the Board, and for what it likely cost, we could have had something more esthetic, less utilitarian with matching parallel handrails, and which should include sanded rail ends for safety reasons (as should have been done at the side entrances to our buildings). This shoddy handiwork would likely be unacceptable to any quality home inspector or any Class A community.

## **Security Cameras for Entire Community**

A few weeks ago, we had a "happening" at building C. Some fireworks were set off, they flew over our roof, and a fire started outside the west end of the building. It burned our railing and caught the dry pine straw on fire before the police and firetrucks arrived to put it out. One neighbor called to ask me if I'd caught it on my outside porch security camera. Unfortunately, it happened on the parking lot side of the building, so I could not catch anything.

That incident was just one of many good examples as to why it is time to get serious about installing security cameras here. They exist in some of the most modest communities today. I have security cameras in my home with monitoring at a cost of about \$50 per month and no upfront costs. So, security for the clubhouse and dumpster areas would be relatively minimal, too. I think we should have cameras at every one of our buildings, or at least entertain some good recommendations. I am installing a new security system at my mobile home park in North Charleston with online monitoring. I am also involved with installing security in a condominium building's stairways where there are only 9 residential apartments and 5 commercial spaces on Wentworth Street, Charleston.

If we do not have money in our budget for something that would cost relatively little in comparison to the comfort that comes from it, then we have big troubles with our budget keepers. It could be paid for if our

money was not wasted elsewhere through lack of contractor supervision, not asking for knowledgeable assistance, or continuing to ask Ravenel to determine our direction.

#### **Our Ponds**

How our ponds were let go to this point and for so long is unforgivable. This important issue was caused by problems with our lakes' pump. Our Board chose to merely take advice from Ravenel, which informed them that a contractor could not be found to do it now due to extremely busy schedules. The Board accepted this response until owners made a bit of a fracas.

The Board President finally relented and said owners were permitted to find someone if they could. I was able to do just that within a half hour on the phone, with the following morning scheduled for an on-site look at the issue, and a reasonable bid received the next day. The contractor would be able to start as soon as parts were available, which was within a week. I later learned that our Board President did not want to take the bid simply because it came through my efforts. However, he was reminded of his statements at our previous meeting, and he relinquished. It is important to note, our Board President mentioned that one reasonable remedy was to let the "lakes" dry up, as Ravenel (Julie) viewed it as merely a <u>det</u>ention pond and not a <u>re</u>tention pond . . . a reckless and irresponsible statement made by a management company that does not own here, and therefore has "no skin in the game." We live here, this is our home, we moved here because it was quite lovely for our price range, and it is named Cambridge Lakes for a reason.

# **Dog Policy**

Our dog policy, as stated in our legal bylaws, is not adhered to or enforced at all. At some point larger dogs were permitted in our "rules and regulations," but this is not a legal addition until the bylaws of a condo are ratified. This appears to be an unimportant consideration for our Board or Board President. However, our bylaws specify we should have a **Pet Committee**, and there are many homeowners that agree to establishing one now. It will take a little effort to get it working, but it is a very important issue to a peaceful and *tidy* way of life here. How many have walked down the sidewalk to the pool and felt it to be an obstacle course? Our Board should have done this a long time ago. Following our bylaws should not be optional, especially with such an important matter as this. We need to establish a Pet Committee to adhere to the bylaws.

#### Lack of Renovation Protocol for Individual Units

The misfortune of costly water damage to three apartments in building D two years ago was totally avoidable. One of our fellow owners in the building decided to renovate the bathroom without notification to the Homeowners Association, and the contractor doing the work had no building permit or insurance. The worker cut through one of our sprinkler pipes while opening a wall, and it resulted in water blowing throughout the building for an extended time, until the fire department arrived and shut off the sprinkler system. Ultimate damage was caused to three or more units, plus the hallways. The owner's contractor having no license, nor any Insurance at all, is all we "know" about this situation via rumors.

Neither our Board nor Ravenel has informed us at all about the financial costs to us as condo owners. We would like to know more than rumors, as we expect that we have shared at least some of the costs involved, such as:

- (1) Did we have to go to our condo liability insurance, or
- (2) Did any of the individual owners have limited insurance, if they existed, involved, and
- (3) How much may have come out of our pockets?
- (4) Could this have been one possible reason for our substantial increase with our insurance costs. or
- (5) Part of the reason for our large increase in our monthly homeowner fee this year?

This expensive, unfortunate event is an example of why any condominium needs a formal Renovation Protocol for individual homeowners.

The building D water damage was most certainly very preventable had our Board of Directors taken prior steps. More than five years ago, I sent the Board and Ravenel a suggested protocol that could be used with all major renovation and construction work in property owners' individual units. It was never acted upon, nor discussed at that time. Not until *after* the building D water event did the Board implement a plan, one very similar to the one I had originally sent.

# **Most Recent Pine Straw Mulching**

A very good example of wasted budget was the last time the pine straw was put down at Cambridge Lakes. The actual pine straw was old and dry looking when it was first put down and would have been unacceptable in any other community no matter what the cost. I believe it was contracted for directly by our Board president with the same company that was doing work at his private house elsewhere in Mt. Pleasant.

#### In Conclusion

Cambridge Lakes can be a beautiful and peaceful place for us to proudly call our home, but not the way it has been managed and governed in the last decade. Our Board President does not seem to put in the time, nor instruct others to do so, relying on our management company to do most of his follow. Our management company is not much more than our bookkeepers who supply outside help.

I am requesting that those who have been on our Board of Directors throughout these times of property decay, please consider resignation to allow owners who have the time, energy, concerns, and practical experience to become involved. Let us try to bring our community back to Class "A" condition . . . as it should, and still could, be.

As for myself and some others, I know that we would rather relax and sit back watching, while others take good care of business. But, there are a few of us willing to make the time and give our energy to get things done right, without wasting or blowing up our budget. It will take personal efforts from the Board Members, beyond simply placing a call to have Ravenel use their inhouse help or find a contractor. The necessary time would be given to supervising projects once started and following through afterward. Please know, we simply want to make Cambridge Lakes the very special place it can be again.

I think our Board should acknowledge its limitations. I wish I could ask our leadership to just walk away, letting others who have the time, experience, and desire get involved in bringing Cambridge Lakes back in line with other Class A properties.

George Christodal, 1481