

TESTIMONY FOR CASE # 08-06A - GENERAL PROCEDURES - IN OPPOSITION
 To: Ms. Sarah Scruggs, MANNA Date: November 15, 2013
 To: DC Council and any other Agencies involved in Affordable Home Units in the District of Columbia
 To: Mary Cheh, Ward 3 DC Representative
 From: [REDACTED] (Please WITHHOLD MY NAME FROM PUBLIC MEDIA, INTERNET, DIGITAL AND PRINT)
 Regarding: CHASE POINT CONDOMINIUMS - FIVE ADU UNITS AT 4301 Military Rd NW WDC 20015

To: All DC Government /Mayor/Council Members and MANNA and Public Interest Attorneys receiving this letter of Testimony.

PLEASE DO NOT DISCLOSE MY NAME TO THE PUBLIC, POST THIS ON THE INTERNET, PRINT MEDIA OR DIGITAL MEDIA FOR MY OWN PROTECTION, MY FAMILIES PROTECTION AND PRIVACY. (I have served my city-DC in law enforcement and my country in federal law enforcement in years past.) For that reason, and the fact that my son is involved in currently pursuing a law enforcement career. I do not our names or addresses in the media, public print, internet etc, subject to public access. I other information is for the names agencies and hearing examiners to hear and review. I did not appear in person because I am currently in a wheel chair, from surgery and complications related to that surgery. I have affixed my signature to this document so verify that it is me. I have affixed both my maiden and married name. Though I have been divorced for over 21 years, I have never changed my name on my voting registration. I am known or have been legally as [REDACTED] (maiden) and [REDACTED] (married name- now divorced 21 years). I VOTE. I am happy to talk with you all at any other time, as my health gets better. Thank you.

I DO UNDERSTAND THAT KNOW ONE FROM CHASE POINT HAS CHOSEN TO COME FORWARD. THEY ARE AFRAID. I DO NOT WANT MY NAME OUT THERE, BUT I AM HAPPY TO PROVIDE YOU ANY INFORMATION THAT YOU REQUEST UNDER RECORD SEAL FOR MY PROTECTION.

I AM CURRENTLY IN A WHEEL CHAIR DUE TO COMPLICATIONS FROM SURGERY, SO GETTING ABOUT IS DIFFICULT. I WANTED TO PROVIDE MY TESTIMONY EVEN IF I CANT PHYSICALLY MAKE IT TO THE HEARING. THIS IS IMPORTANT--- PLEASE EXCUSE THE CAPITAL LETTERS, I NEED TO ENSURE THAT YOU NOTE MY REQUEST TO WITHHOLD MY NAME AND ADDRESS WITHIN THE 5 UNITS AT CHASE POINT.

I AM AVAILABLE FOR INTERVIEW WITH ANY OF YOU, IN PERSON AT CHASE POINT OR BY PHONE, GIVEN THAT I AM CURRENTLY IN A WHEEL CHAIR.

Thank you.

Respectfully,

(married name)
(divorced 21 yrs)

(maiden name)

RECEIVED
 D.C. OFFICE OF ZONING
 2013 NOV 19 AM 10:56

KEEP AS NEW	REPLY	REPLY ALL	FORWARD	ACTION	DELETE	SPAM			
-------------	-------	-----------	---------	--------	--------	------	--	--	--

TESTIMONY CASE NO. 08-06A- GENERAL PROCEDURES- OPPOSITION -...

[REDACTED] to you + 3 more Show details

37 s

PLEASE_PROTECT_OUR_IDENTITY_PR...pdf (405 KB)

Dear DC Government Agencies, Ms. Scruggs, Ms. Chien, et al,

Attached herein please find my testimony, there are more problems, but tried to cover as much as I could, given that I am recovering from complications from surgery. (Pulmonary Embolism Blood Clot in my right lung from complication from Achilles heal surgery, currently in a wheel chair due to complications with surgery delayed healing of the surgical wounds due to complications== Thanks)

I am happy to meet with any of you in the near future, as I get better health wise and I would welcome any inter or follow-up. There are 5 ADU Owners at Chase Point. They are AFRAID TO SPEAK UP OR TESTIFY. I am but I would request that my Identity not be disclosed to Media, Print, Internet, Public Publishing because I am a Prior Law Enforcement Officer and Prior Federal Agent. I do not want my name, my family information or my address publish to the press. But I am happy to help and provide all information needed to help myself and other ADU Owners going through these problems.

Also: SCRUTINY SHOULD BE GIVEN TO PN HOFFMAN, THEY ARE ROUTINELY BUILDING CONDOMINIUMS WITH DEFECTS AND LEAKS, AND THEY GET BIG TAX BREAKS FROM DC GOVERNMENT. THEIR WORK AND THE BENEFITS THAT THEY ARE GETTING NEEDS TO BE SCRUTINIZED. PLEASE MAKE THIS EM PART OF THE RECORD AND PROTECT MY IDENTITY AND THE EMAIL ADDRESSES. THANK YOU.

I will fax Ms. Scruggs and the Zoning Commission, A copy of my letter with my married and maiden name signed on it.

SINCERELY,

[REDACTED] PS Sorry for the Capital Letters, I am not yelling, I just wanted to bring your attention to these things.)

[REDACTED]

- Maiden name

Married name
Chaired?

TESTIMONY FOR CASE # 08-06A - GENERAL PROCEDURES - IN OPPOSITION
To: Ms. Sarah Scruggs, MANNA **Date: November 15, 2013**
To: DC Council and any other Agencies involved in Affordable Home Units in the District of Columbia
To: Mary Cheh, Ward 3 DC Representative
From: [REDACTED] (Please WITHHOLD MY NAME FROM PUBLIC MEDIA, INTERNET, DIGITAL AND PRINT)
Regarding: CHASE POINT CONDOMINIUMS - FIVE ADU UNITS AT 4301 Military Rd NW WDC 20015

Dear Ms. Scruggs, DC Council/Mayor/Office of Tax and Revenue and Agencies involved in Affordable Home Units). If you all do not help do something about this problem of rising Condos, ADU Homes will be lost.

1. There needs to be a Court, Conflict Resolution or Arbitration Unit to watch over Affordable Home Unit Owners. **The ADU Unit owners are afraid to speak to the Board or Testify. I'm Not.**
2. There definitely needs to be oversight by a Governmental Unit, which reviews the activities of Condominium Board Association Officers. **I want to keep my home, the Board could careless.**
3. A record needs to be kept of the Condominium Bylaws and Annual Financial Reports
4. The needs to be stricter Oversight and Regulation of Condominium Unit Boards, just as there are for Landlord and Tenant Issues.
5. **The needs to be a graduated cap on ADU homeowners condo fees. I want to keep my home.**
6. I have concerns of conflict of interest in what vendors are chosen for building services and other activities such as real estate transactions with a person holds a board member post.

I have been advocating for these issues for over 3 years, and no one is hearing me. The legislation has gone toward helping affordable homeowners sell their unit AND NOT IN HOW TO KEEP THEIR UNITS, or stand up against unfair practices. While we have just elected some new board members, and the prior President stepped down after numerous complaint. **We have had the worst Board in the city in my opinion. Board Member resent ADU owners, when contacted the President said, they should not be here at Chase Point or at any other condominium. Attitudes like that will cause us to lose our homes.**

1. I went to settlement and purchased my home at Chase Point Condominiums on February 8th, 2008. My home is an affordable home unit with two parking spaces and NO Storage Space, because my storage unit was sold to a more affluent home owner who wanted extra storage before I moved in.
2. My Condo Fee at Settlement was 488.00 upon settlement. Before the year was out, and without notice, the Board raised my condo fee to \$575.00, 675.00, 782.00 and now 813.00 respectively. **(MY MORTGAGE IS \$756.95 -BUT MY MORTGAGE IS NOW \$814.00 WITH ASSURANCE THAT THERE WILL BE A CONDOMINIUM INCREASE EACH YEAR.)**
3. Now The Chase Point BOARD has required that I and all owners pay a special assessment for the next 4 months in the amount of \$480.00 per month, to pay for a "frivolous lawsuit" by an owner who attends our meetings and listens to the legal discussions against him. FOR Me. \$ 1920.00 is a cost that I cannot afford, given that I am not employed and I am an affordable homeowner with a fixed income. On top of this, I have asked for an extension of time of 12 months, to pay the money into "their operating coffers) for legal reserves to pay their lawyers. The Board has DENIED an extension for me and any other ADU Homeowners that have asked.
4. Because of the Frivolous LAW SUIT, NO One at Chase Point get Refinance or get Finance. Because one of the Unit Owners (DC Court Case) Claims that Chase Point Air ducts and building materials have caused Cancer and other health issues for his wife, and health issues for himself. Yet they have been living in the Unit at Chase Point for over a year.
5. My ADU Unit has building deficiencies that I have noted with MANNA. I found a crack in the marble, 3feet long, which PNHOFFMAN refused to fix. In addition, I had to pay for a broken pipe, which had never been installed property, and broke and flooded the washroom. I kept the pipe.

CHASE POINT
CONDOMINIUM

213983 2449301-1

Dear Chase Point Unit Owners:

Mr. David Kanter announced at the Open Board Meeting of February 26, 2013, that Mr. and Mrs. Cook, owners of PH 10, had sued the Chase Point Unit Owners Association (the "Association") for a second time. The first lawsuit was dismissed without prejudice and thus, Mr. and Mrs. Cook were able to file their lawsuit again, which they did. Mr. Kanter also announced that the Association's insurance carrier has not agreed to provide the Association with coverage for the claims being asserted by Mr. and Mrs. Cook, nor has it agreed to provide coverage for the Association's legal defense fees.

The Association's budget cannot absorb the cost of the legal fees to defend this second lawsuit without severely impacting the operations of the building. Therefore, the Board is forced to institute a special assessment of the owners to raise funds to cover the Association's legal defense costs and to sustain Chase Point as a high-end condominium building while this lawsuit goes forward.

In light of the foregoing, the Board has passed a resolution to provide for a \$300,000.00 special assessment of the owners to cover the extraordinary and unexpected expenses that will be incurred in the lawsuit. While the cost of the lawsuit is an estimate, we must be prepared to raise funds based on the anticipated costs as recommended by our counsel.

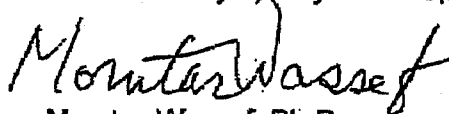
The \$300,000 assessment is to be paid in four (4) monthly equal installments commencing December 1, 2013 through March 1, 2014. You will be receiving a supplemental coupon book similar to the one you received to pay the monthly condominium fees. The supplemental coupon book will contain four (4) coupons for payment of the special assessment in addition to your regular monthly condominium fees. Owners who pay the condominium fees by debit will receive a note from Legum and Norman Reality Inc., identifying the break down of the regular monthly fees as well as the special assessment. Please notify your bank of the new payment amount.

In the event that the lawsuit costs less than the assessment, any excess funds will remain with the Association to increase the owner's equity on the Association's balance sheet, which has been recommended by the Association's auditors.

The Board is sorry that this assessment has become necessary. However, there is no alternative if the Association is to remain fiscally sound while the lawsuit is defended.

If you have any questions, please email them to the Property Manager, Ms. Daphne Coates at chasepointcondos@yahoo.com and she will forward your emails to the Board for a reply.

Thank you for your co-operation and understanding.



Montaz Wassef, Ph.D.

President,

Chase Point Unit Owners Association

-----Original Message-----
From: Chase Point <chasepointcondos@yahoo.com>
Sent: Mon, Jul 22, 2013 11:10 am
Subject: Board Change

Dear Unit Owners,

We wish to inform you that our Board President, David Kanter, has resigned from the Board of Directors. As a consequence, the remaining Board members

met Saturday morning and have appointed Moutaz Wassef as interim President to promptly replace David and continue working on condominium matters.

As Unit Owners, we owe David much gratitude for the time-consuming and dedicated effort he has made as President and have benefited from his leadership.

Chase Point

Board of Directors



November 18, 2013

FIRST CLASS MAIL AND ELECTRONIC MAIL

[REDACTED]
4301 Military Road, N.W.

[REDACTED]
Washington, DC 20015

Re: Chase Point Condominium Unit Owners Association

11-18-13
Hand
delivered

[REDACTED]

This law firm represents the Chase Point Condominium Unit Owners Association. The Board of Directors has requested that we respond to your objections and concerns relating to the special assessment recently approved by the Board. Specifically, you requested that the Association either provide you with an exemption from paying the pending special assessment or extended time period to do so. Please consider this letter to constitute the Board's formal response.

Initially, it is important to understand the basis for the special assessment. The need for the special assessment arose when the Association was served with the lawsuit encaptioned *Cook et al. v. Chase Point Unit Owners Association et al.*, Superior court of the District of Columbia case no. 2013 CA 000562 B earlier this year. Unfortunately, the Association's insurance carriers all denied coverage for the defense of the lawsuit; accordingly all costs associated with the matter, including legal costs, consultancy fees and any costs that the Association may incur related to the subject matter of the dispute must be borne by the Association itself.

The timing of the lawsuit was very unfortunate, since it occurred right after the beginning of the 2013 fiscal year, and the extensive costs associated with the matter were not contemplated when the Board adopted the budget in the Fall of 2012. As you can imagine, the costs associated with this matter have been extensive, and would create dire consequences for the Association if the Board were unable to raise the additional funds necessary to cover the costs of the litigation and evaluating the various complaints raised by Mr. Cook. This has caused there to be a net shortage in the Association's income for fiscal year 2013. Fortunately, the Association's Bylaws



November 18, 2013

Page 2

contain a provision that permits the Board to specially assess the members when the Association's budgeted income is insufficient to meet unanticipated operating expenses.

Specifically, Article 5, Section 5.1(c)(i) states, in relevant part: "Unless the Board directs otherwise, any net shortage shall be assessed promptly against the Unit owners in accordance with their Common Element Interests and shall be payable either: (1) in full with the payment of the next periodic assessment which is due more than ten (10) days after delivery of notice of such further assessment; or (2) in not more than six (6) equal periodic installments, as the Board of Directors may determine." This language provides the Board with the obligation to assess the owners to cover the net shortage created by the costs of the Cook matter. Indeed, it is the Board who is tasked with the responsibility to assess the owners to ensure that the Association can meet all of its financial obligations. In this case, the Board would be in breach of that duty of it did not assess the members to raise the funds necessary to meet its financial obligations created by the Cook matter.

In your case, despite the fact that you purchased an assisted dwelling unit, you are still deemed to be a unit owner of a unit in the condominium. The ADU units at Chase Point are not considered to be a separate class of owner under the condominium instruments. Article 5, Section 5.1(c)(i) obligates the Board to specially assess all units for any such net shortage. There is no authority in the Bylaws or Condominium Act for the Board to exempt you from the special assessment, or to create preferable payment terms based on the fact that your unit is an ADU. Instead, the Board must specially assess you in accordance with your unit's Common Element Interest in the same manner as the other units in the condominium. Accordingly, like every other unit owner in Chase Point, you must make the required payments that are due on December 1, 2013, January 1, 2014, February 1, 2014 and March 1, 2014.

I trust that I have addressed your concerns and you now have a better understanding of the limitations placed on the Board once it determined that a special assessment is necessary.

Sincerely,

REES BROOME, PC

By: _____

Todd A. Sinkins

TAS

cc: Board of Directors

November 18, 2013