

## West Point Board of Directors

### Discussion and Vote on Dues Related to Property Owners with 2 or More Contiguous Lots

As initially discussed at May 28, 2016 Board meeting and since then via email.

As voted by the entire Board of Directors via email completed June 27, 2016

#### **Background:**

To the best of the board's knowledge, the following information is accurate and will be used to guide the board's decision on the handling of dues for property owners with contiguous lots.

- To date, all West Point property owners with 2 contiguous lots have only ever paid one dues.
  - The board recognizes that in some cases, the contiguous lots are on separate deeds.
- In/around 1986, the Town of Moultonborough "involuntarily merged" non-conforming contiguous lots.
  - (7) Property owners in West Point were impacted by this action which was later deemed illegal by a State court in 2010.
  - These property owners have the right to apply for a reversal of the involuntary land merge before December 31, 2016.
  - After such time, the application and process to reverse the involuntary merge is more comprehensive.
- In late 2015, Jim Comeau purchased the Kiesman lot adjacent to his.
  - The question of whether a member should be required to pay 1 dues versus 2 was brought to the Board's attention for the first time in a very long time.
  - In April 2016, Jim Comeau was sent a bill for the 2<sup>nd</sup> lot contiguous to his existing lot for which he was already paying dues. The Board directed Jim to not pay the dues for the 2<sup>nd</sup> lot until this issue was discussed and a Board decision made.
  - Shortly after this time, the entire board became aware that (2) other West Point property owners also owned (2) contiguous lots that were not involuntarily or voluntarily merged as one:
    - Tom Therrien: lots 39 and 40
    - Bruce Norwell: lots 31 and 32
  - Previously, the board was under the impression that these two "double lot" properties were also involuntarily merged.
  - Both Therrien and Norwell had previously only paid one dues for their contiguous lots.
- While the board has not taken a vote on this matter yet, the general feeling is that a single dues is most appropriate for these (3) property owners as the state of each of their contiguous lots

currently exist. The Board now needs to clearly define the circumstances and scenarios where a single or double dues will be issued for contiguous lot property owners. This definition should take into consideration lots in the Association that have been involuntary merged.

### **UPDATED 6/26/2016 - Proposed language**

- The June, 2016 WP Board of Directors agrees that a single dues should apply to Association property owners that own 1 or more contiguous lots provided that the lots without a home meet the conditions as set forth below.
  - At this time, there are (10) such property owners; (7) by the 1986 involuntary merge completed by the town and (3) that own two contiguous lots.
  - Involuntarily merged (Current Owners): Dauwalter (8, 9), Cheney (11, 12), Rosenblatt R. (25, 26), Rice (47, 18), Peterson (59, 60), Passen (72, 73) and Chmela (52, 53, 54)
  - Separate contiguous lots (Current Owners): Comeau (50, 51), Norwell (31, 32) and Therrien (39, 40).
  
- Multiple annual dues will become due on contiguous lots if one or more of the following conditions are met:
  - One or both of the contiguous lots changes hands such that they are owned by separate parties. That is, one or both lots are sold to another person or persons in or outside the owner's family such that they are then separately owned (other than a spouse or a trust for estate planning purposes where the owners are the trustees and thereby maintain effective and legal control of the property).
    - For example, if Norwell sold one lot to a family member other than his spouse, annual dues would apply to both lots.
    - For example, if Therrien sold one lot to a new owner, the new owner would be responsible for annual dues on that lot going forward while Therrien would be responsible for the annual dues on the lot he retains.
    - For example, if Therrien sold his house lot and retained ownership of the contiguous lot, then annual dues would apply to both Therrien and the new homeowner.
  
  - The current use of the contiguous lot materially changes. There can be numerous scenarios that would be covered.
    - For example, if the owner builds another home or structure for living or rental of any kind, or otherwise uses the contiguous lot in a way that generates income (for example, boat storage for a fee), annual dues would apply.
    - For sake of clarity, if the land is used to extend the property owner's usable yard for recreation, garage, storage shed or other personal use, annual dues would not apply.
    - Further, if a property owner were to add a garage or deck to an existing house that extends over the second contiguous lot boundary line, annual dues would not apply.
  
  - The board reserves the right to determine if a separate annual dues should apply to a contiguous lot based on new circumstances that are not considered here.

## **Board of Directors Vote**

On June 26, 2016 at 7:20pm via email, Bob Simler made a motion to accept the language per above.

On June 26, 2016 at 8:48pm via email, Stephen Gentile seconded the motion and vote in favor.

On June 26, 2016 at 8:52pm via email, Bob MacInnis voted in favor.

On June 26, 2016 at 10:10pm via email, Charles Dauwalter voted in favor.

On June 27, 2016 at 6:41am via email, Lou Whittemore voted in favor.

On June 27, 2016 at 6:43am via email, Tony Gasbarro voted in favor.

On June 27, 2016 at 9:37am via email, John Foley voted in favor.

On June 27, 2016 at 10:30am via email, Sandy Aiello voted in favor.

On June 27, 2016 at 11:37m via email, Bruce Norwell voted in favor.

On June 27, 2016 at 1:14pm via email, Bob Simler voted in favor.

Motion passes unanimously.