

Dear Paula,

I must start by apologising for how long this has taken me to respond but my day job has been particularly busy recently so I am behind on the RPFL work.

Thank you for your email of the 11th (below) which was made available (as you requested) to all residents and owners via a hard copy in the lobby, via the website and during a discussion at the Annual Residents' Briefing.

I will take your points in the order you make them.

- I acknowledge that you vehemently oppose this project. However, as Directors we need to reflect the balance of views and desires expressed to us by Owners and to date only you and one other person have said they oppose this project. You again mention that you have conducted a survey which shows the vast majority of residents oppose the project. I ask, as I did last year, if you could supply me with the survey results as our own survey did not support this view and we have received only two letters of objection so far.
- The 10 year NHBC scheme you mention may have covered what are communal (not private as you state - they are the responsibility of RPFL not the leaseholder) windows but we did not receive any complains until way outside of the warrantee period.
- You say the views of the majority of shareholders are not being respected but, again, I am only aware that two shareholders have objected.
- I have previously acknowledged your request for Directors to stop spending money on this project but we are obliged to maintain the building, which includes these windows and we have the authority to do so as Directors. We believe it is in the best interest of RPFL.
- Our windows installers do not anticipate flat owners having to re-decorate unless something unusual happens as the damage to the internal surfaces will be minimal. Some people who have secondary glazing fitted may wish to have that removed and they would then need to bear that cost.

I close by asking for you to provide evidence of your representing the vast majority of residents (I assume you actually mean Owners) so that myself and other Directors can consider this information.

Regards,
George Cross

Chair - Regatta Point Freehold Ltd.

www.regattapoint.co.uk

On 11 Dec 2018, at 00:58, Paula Bowman <pbowman627@aol.com> wrote:

Dear George, Would you please pass this on to directors for tonight's meeting.

Thank you so much.

Kind Regards,

Paula Bowman

Flat 30 Regatta Point

Dear Directors of Regatta Point Freehold Ltd,

Unfortunately I am unable to attend the Annual Residents Meeting on Dec 11. I therefore ask that you read out this email to those in attendance prior to discussion of the window project so my voice is heard.

As you know, I am vehemently opposed to the Directors' proposal to replace the front windows at Regatta Point at a cost of over £300,000. I undertook my own survey to ascertain the position of the other residents. The vast majority of residents replying also clearly oppose this windows project which every effort is being made to impose on us.

I also believe from reading all the documents that for various reasons there is no obligation to replace all these windows. All purchasers of new build properties are informed of their rights under the NHBC scheme for a 10 year guarantee period. All home purchasers are also advised to have a full survey to discover any defects and for the surveyor therefore to advise on the value of that particular property prior to purchase. The windows concerned are not in communal areas so gaps between the window frame and the wall which have been mentioned would not have been visible to the other residents, only within the flats concerned. The residents had 10 years to complain under the insurance cover provided by the NHBC warranty. Such gap defects must have existed from the time of the original build and therefore years before Regatta Point Freehold Ltd had even been created. The Freehold directors and other leaseholders cannot be liable for defects within flats where the resident had every opportunity over 10 years to have such defects repaired completely free of charge. If they were negligent in doing so then obviously it cannot be reasonable that they should now expect others to pick up the cost of such defects, (Clause 3 of Schedule 5 II of the Lease states that the Lessee covenants 'to make good all damage caused through the act *or default* of The Lessee').

On the other hand, if there are smaller problems such as windows which have 'blown' or got cracked, they can be fixed by replacing just one side of the glass. I believe some residents have paid for such repairs themselves in the past, but Regatta Point could cover this, rather than spend hundreds of thousands of pounds on scaffolding etc and replacing every single window entirely, including all those which are perfectly OK.

The report you sent us states that RPF Ltd have the 'absolute discretion to decide when repair/renewal is reasonably required'. But ALL the Freeholders have paid for our shared ownership of this company and the views of the majority of the shareholders should be respected and not ignored. The Directors have a fiduciary duty to all of the Freeholders and flat owners.

I formally give notice that I wish the Directors to cease spending our money on this windows project, (including further wasteful spending on legal fees, surveyors, planning applications, etc).

This windows project would not only cost every resident a ridiculous amount of money, and lead to us having to redecorate our flats internally, but the value of our properties would be greatly reduced by replacing our full glass windows with the ugly divided windows proposed.

Please take into consideration the views of a great number of residents who would have to suffer all these costs, mess and disruption, and please put a stop to this windows project.

Paula Bowman
Flat 30 Regatta Point