



L A W F I R M

November 7, 2019

*Via Email to jnelson@attorneygeneral.com
and First Class Mail to:*

Jessica A. Nelson, Agent
Commonwealth of Pennsylvania
Office of Attorney General
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120

Re: Richard Sheperd, BCP-19-05-020461

Dear Ms. Nelson:

Please be advised that this law firm represents The Villas at Shrewsbury (“TVAS”) and we are writing to you on their behalf in reference to the consumer complaint filed by Richard Sheperd referenced above. We are in receipt of your October 21, 2019 correspondence and the follow-up email dated November 5, 2019, to which we now respond.

By way of some background, Mr. Sheperd is a current resident of TVAS and is subject to the Rules and Regulations (“Rules”) of the Homeowner’s Association of TVAS (“Association”).

Specifically, as it relates to parking, the Rules provide as follows:

Primary parking shall be on your driveway or in your garage first. No vehicle shall be parked in such a manner as to impede, make it difficult or prevent access to any entrance to or exit from any Unit, fire hydrant, mailbox or parking areas by another vehicle ... All vehicles parked on any street must be moved to accommodate snow removal activities. Otherwise these areas will not be plowed or treated. Violation of this rule will result in a fine of \$100.00 per incident. The Executive Board has the right to tow and store, at the owner’s expense, any vehicle that is improperly parked or in violation of the Rules and Regulations of the Community.¹

Rules, ¶37 (attached hereto as Exhibit A).

¹ It is true, as Mr. Sheperd indicates, that the Rule was amended in March 2018, based on the Association’s efforts to address what Mr. Sheperd claimed was previously unclear. However, the relevant portion of the Rule - “All vehicles parked on any street must be moved to accommodate snow removal activities” - remained unchanged through the 2018 amendment, and was quite clear to begin with.

In November of 2017, the Association specifically reminded the residents of TVAS and Mr. Sheperd in the form of a TVAS 2017 Fall Newsletter ("Newsletter") that winter was approaching and that, as a reminder, "[P]lease remove ALL vehicles from the street prior to a snow-storm to allow for snow plowing. Violations will result in a \$100.00 fine/ per occurrence and could result in a vehicle being towed at the owner's expense." Newsletter, "Snow removal" (attached hereto as Exhibit B).

Should any resident be assessed a fine for violation of the Rules, the Association's procedure on fines further specifically provides that, "The homeowner will have the opportunity to rebut the impending fine, upon a written request sent to the Board." Mr. Sheperd received the Association's Rules when he purchased his home, and acknowledged having done so. (Agreement attached hereto as Exhibit C).

As it relates to the incident precipitating Mr. Sheperd's Complaint to your office, on January 4, 2018 Mr. Sheperd was cited for parking on the street during a snow plowing event and was fined \$100.00 (a copy of the notice and citation is attached hereto at Exhibit D). This was in violation of the aforementioned Rule #37 (*see* Exhibit A).

Mr. Sheperd appealed the citation on two (2) separate instances, both appeals being rejected by the Board. Despite Mr. Sheperd paying the fine, and the Board having rescinded the late fees associated with late payment of this fine, Mr. Sheperd made his intention clear that he would continue to protest the fine. Mr. Sheperd has kept his promise.

Since the incident in January 2018, Mr. Sheperd has engaged in a prolonged campaign of e-mails, letters, and telephone calls to the Association, more than fifty in all. Over time, Mr. Sheperd's behavior has escalated, and his grievances have expanded, now involving general criticism of the management and communication style of both the volunteer board of directors and the Association's management agent.

The Board's response to Mr. Sheperd has always been reasonable and appropriate as it endeavors to enforce the rules and regulations of the Association. In response to his requests to be heard, the Board and its management agent have, on two separate occasions, met in person with Mr. Sheperd to discuss his concerns. The fact that Mr. Sheperd has characterized the Board's response to him as "retaliation" does not make it so.

TVAS, through its volunteer Board, has a history of rigorous and uniform enforcement of the Association's Rules and Regulations, with the goal of ensuring the comfort and safety of its residents. Pursuant to the Rules, any resident can request a review by the Board of any enforcement issue. Here, Mr. Sheperd seems to argue that the amount of snow on the date in question did not warrant snow removal activities, and that Association's contractor should not have provided services. Nevertheless, Mr. Sheperd acknowledges that the Association paid for both plowing and salting at 6 a.m. on January 4, 2018.

Put simply, Mr. Sheperd is unhappy that he received a fine pursuant to the Rules and Regulations and that the Board would not capitulate to his demand to waive the parking fine. Since then, members of the Board and the Association's management company have spent countless hours

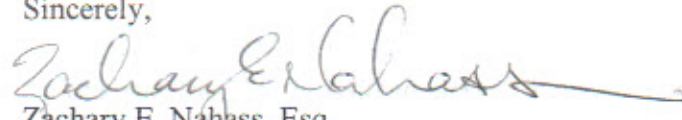
reviewing and responding to various gripes of Mr. Sheperd. The undersigned counsel has been asked to review and analyze some of the issues raised by Mr. Sheperd, causing the Association to incur legal fees.

Upon receipt of your October 21, 2019 correspondence, which included the formal complaint filed by Mr. Sheperd, the Association engaged this Firm to respond. Based on that engagement, the Association, which had previously published and approved its 2020 budget, informed its members of the complaint it had received and of the likelihood that legal expenses would exceed the budgeted amount. The Board reasonably believed that the Association's members should know: 1) that the Association's Rules and enforcement thereof are being challenged; and 2) that the budget it had just adopted was likely inaccurate based on the expected costs associated with addressing the pending complaint.

Please feel free to contact me if any additional information would be helpful in bringing this matter to swift resolution.

Thank you.

Sincerely,


Zachary E. Nahass, Esq.

CC: Darla Robinson, Bennett Williams Realty, Inc.
Wayne Bryant, The Villas at Shrewsbury, President