

President Glennon Gray
Euclid Management Company
1425 W Foothill Blvd. Suite 300
Box 1510, Upland, CA 91785-1510
(909) 981-4131 FAX 981-7631

Subject: Complaint about poor customer service from Kathy Johnston, Association Administrator

Dear Mr. President Glennon Gray:

5/14/02

Mailed a letter dated 5/2/02 addressed to Board of Directors, Park Mediterranean Homeowners Association, reference # 0770000577. Due to not having a mailing address for my HOA, mailed it c/o Euclid Management. Was surprised to get a response dated 5/3/02 from your Kathy Johnston about my letter addressed to my HOA, c/o Euclid, **not** addressed to Euclid. Don't know why Euclid staff opened up, read and responded to my letter **not** addressed to them. As the letter contained complaints about poor customer service from Euclid, I wonder if my letter got to my HOA.

Was not surprised by her rude attitude in her letter to me as that is the way she has been in the past to me on the phone. Last Saturday, 5/4/02, noticed another maintenance problem, but put off phoning Euclid about it due to not wanting to talk to her and getting another run-around. Looked out of one of my bedroom windows and saw one of the tiles was broken on the roof of my garage leaving a gap of several inches between its pieces. Tuesday, 5/7/02, phoned Euclid and the telephone receptionist said both Kathy and her assistant were out of the office, so left a voice mail message for Kathy. As to be expected nothing has been done. **So now along with a leaky condo roof since 11/12/01, I will have a leaky garage roof when it rains.**

Ended my letter dated 5/2/02 addressed to the HOA with "P.S. Can I get some help with the lack of quality customer service?" **and three complaints.**

First 5/2/02 complaint about poor customer service: "Last summer after moving in here, the air conditioner quit cooling so I phoned Euclid and reported it broken. After several days of no A/C cooling, phoned Euclid again and was told, for the first time, that I would have to phone the Air Conditioner people myself and schedule an appointment. Euclid could have told me that when I reported it broken so I would not have spent several more days without air conditioning." **Kathy responded with:** "7. Euclid Management makes all service calls related to air conditioners. Homeowners are not permitted to make these calls unless the cost of the item is homeowner responsibility, such as ducts, thermostats, etc." As you can see by my letter of what Euclid told me to do, Kathy's response that Euclid makes all service calls is not true. Last summer after a few more days of sweating, Euclid gave me Aero Fresh Heating & Air Conditioning telephone number and **told me to make the service call myself** and schedule an appointment.

Second 5/2/02 complaint about poor customer service: "Last week phoned Euclid about the security lights turning on an off all night long. Kathy said she would phone the electrician to see if they are suppose to do that. Say what? Suppose to turn on and off all night long? Thieves would love that, just wait for the lights to go off then rob the place. Oh, the lights still turn on an off all night. So they still need to be fixed." **Kathy responded with:** "8. Your concern related to the security light has been addressed with the electrical contractor hired by the Association. It is the Board's position to have the electrician attend to several issues at one time to eliminate multiple service calls." Why didn't Kathy tell me about the Board's position so that I would have known to expect a longer time for the lights to be fixed? **Apparently it is a very long time, about 3 weeks have gone by since I reported the problem and the security lights still turn on an off all night.**

Third 5/2/02 complaint about poor customer service: "My roof has leaked during every rain since I reported the problem on 11/12/01. Fanning Roofing patched the roof twice without any positive results. Then after telling Kathy the leak shows up at the A/C air duct return, she said it might be condensation from the air conditioner. Again, say what? Condensation coming from an air conditioner that is not even

running or condensation from an the A/C when it is raining causing the leaking? Aero Fresh Heating & Air Conditioning patched the ducts, but it still leaks. Fanning Roofing was scheduled to make another attempt at fixing the roof, but it was called off due to rain. Suppose to reschedule, someday.”

Kathy responded with: “9. Euclid Management Company, Aero Fresh and Fanning Roofing have addressed your concerns regarding your roof every time you have reported a problem. If there have been additional problems, you would need to report them to me. To date, you have not contacted me regarding a recurring problem that has not been addressed.” As I stated earlier Fanning Roofing tried twice, the A/C people once, then the roofing company scheduled a day to replace the roof, but cancelled due to rain was forecast. Apparently Kathy is claiming she did not know about that. **Well, after reading my letter she knows the roof still leaks. So it meets her criteria of a “a recurring problem that has not been addressed.”** I bet she has not even followed-up on this problem by contacting Fanning Roofing and asking about the status of the repairs. Prior to purchasing a condo at Park Mediterrania, I was a renter at Terrace Oaks Apartments. During a major storm several apartments had roof leaks. The management company there quickly had tarps put on the roof, protecting the owners and the tenants property, than soon had workers fix the roof. **Apartment renters there get better customer service from Cal-American then homeowners do here from Euclid Management.**

Kathy responded with: “1. A revised letter will be sent to you indicating you as the responsible party for the installation of a security screen that has not been approved by the Board of Directors.” Note her strong-arm tone and no acknowledgement of her mistake in sending out the previous letter addressed to the wrong owner. **She lacks customer service skills. Would not pass probation where I work.**

Kathy also responded with: “3. Association CC & R’s ... “ giving different Article VIII Sections then were in her letter to the previous owner dated 4/10/02 reference # 0770000577. There is no explanation for quoting different section numbers. Why the change? Did she misquote section numbers?

Kathy responded with: “2. The Board does not issue waivers on the screen doors. There is one approved screen door. You can contact Adam Verska at (909) 689-6980. He is the approved vendor for this door.”

He does not have a business license under his name with the City of Colton.

He does not have a Fictitious Business Name statement on file with the County of San Bernardino.

He does not have a contractor’s license with the State of California?

I wonder how he was selected to be a “approved” vendor. Was he “approved” by a friend or relative of someone at Euclid?

Kathy responded with: “6. Reimbursement for expenses related to your decision to install a door without Board approval cannot be considered.” Her letter to the previous owner dated 4/10/02 reference # 0770000577 and corrected letter to me dated 5/8/02 reference # 0770000589 state in part that I can “...address the Board of Directors concerning this alleged violation, please submit your appeal in writing within ten days from the date of this letter and attend the next scheduled Association meeting.” **Kathy has already made the decisions** for the Board of Directors to not issue a waiver on the screen door and for the Board of Directors to not consider approval of reimbursement for expenses so why did I bother to submit that appeal in writing and why should the Board of Directors and myself attend the next meeting?

Kathy responded with: “4. When you purchased your home you became responsible for obtaining and abiding by the governing documents of the Association. It is not the responsibility of the Management Company to forward copies of these to you without a written request from you, including a check to cover any costs related to the preparation of the documents. This check is made payable the Euclid Management Company (not the Association.” Once again Kathy’s tone is rude. Back in 7/01/02 Euclid demanded an unreasonable amount, \$40 for a copy of the governing documents. Kathy’s letter mentions writing out a check but neglects to state for what amount. She also ignores my quoting California Civil Codes Section 1368 that **requires an association to provide a copy of the governing documents without exceeding the association’s reasonable cost to prepare and reproduce the requested items.** I am still waiting for the association (or its agent) to meet this requirement of California Civil Code state law by providing a copy of the governing documents at a reasonable cost.

Correction: mailed letter had a typo “Back in 7/01/02” that should have been “Back in 7/01.” Later in response to my letter dated 7/20/02, Kathy Johnston of Euclid Management sent me a letter dated 8/1/02 stating in part: "To receive all governing documents ... send a check in the amount of \$40.00 ... "

Kathy responded with: “5. Pool keys should be obtained from the prior homeowner. In a case such as yours, where you purchased a home that was in foreclosure, I have been lenient with the policy for charging for keys. Generally, I will give the first key at no charge and subsequent keys are provided for \$25.00. **You have never requested a key from me.**” Once again she says something that is not true, her letter dated 9/14/01 states in part: “**Per your request**, enclosed is a key to the pool area gates and restrooms.” I received no keys from the prior homeowner. He secured the front door with a couple eyebolts and a padlock. He, not me, purchased it while it was in foreclosure stripped of many things such as the kitchen appliances. Prior to that rude letter from Kathy at Euclid (about my security door) which begins with “In order to preserve the appearance of the community and to keep the property values at their highest level ...”, I spent lots of money doing just that by replacing missing items and fixing up this neglected property.

Kathy did not respond my second reason for requesting a waiver:

“**And also request a waiver** due to the fact that the board apparently has approved many other waivers in the past as indicated by walking around the complex and noticing the many changes done since it was built. For example saw steel bars on windows. One unit has a patio cover so large, attached to two garages and almost extending the width of them, it must have needed a building permit. Nearby even saw gray, not dark brown, garage doors. While walking around saw what apparently is the “Association’s approved model of screen door.” Do they have the strength of my Charleston Class III door? Did not see that version at Lowe’s or Home Depot so could not do a strength/price comparison. Also saw a security door on one of the units different from the “approved model” and found this version at one of the home improvement stores so was able to do a comparison. It is an inferior security door that sells for half the price of mine. Apparently it has been there a long time as I could feel rust on its bolt heads. Apparently almost all of the entry doors are the original ones. Very heavy, particleboard construction with wood strips, not molding, that is suppose to create a panel door effect. This is an obsolete style and is ugly. Nearby these old entry doors are mismatched entry door light fixtures. Also nearby a lot of these old entry doors is an eclectic assortment of outdoor stuff. The larger units have an alley patio door entrance with no Board of Directors approved walkway design. So I am confused about why I am sent a letter from Euclid that begins with “In order to preserve the appearance of the community and to keep the property values at their highest level, ...”. Obviously adding steel bars to windows and adding that large patio cover did not preserve the appearance of the community. Do we really want to preserve the appearance of the community by replacing those old entry doors with new similar ugly ones? And as to keeping the property values at their highest level, doesn’t my adding an expensive security door help to do just that?”

In the above paragraph are just some examples of the many changes since it was built. During a walk around one can see many, many more. As I stated in my letter dated 5/2/02: “I went to the effort and expense of purchasing and installing a quality security door that has improved the looks and increased the value of my unit only to receive a demand to replace it with another security door with **a slightly different decorative design**. Now I’m having to waste hours of my time responding to this thoughtless letter from Euclid Management.” (And that 5/3/02 response to my 5/2/02 request). Still don’t understand why this nitpicking from Kathy about my security door.

Request your intervention about the security door and improving that poor customer service so my maintenance problems are fixed, especially that leaky condo roof and broken tile on the garage roof.
Thank you.

Sincerely Yours,

Andrew Ralph Cosetta
1097 Santo Antonio Drive Unit # 69
Colton, CA 92324