

What To Do About The Flawed Trumpets Lease?

This Trumpets Lease situation clearly suggests that Roz Berman failed to have the courage to make the ethical and legal decision to just say "NO" to unreasonable demands by the lessee. This is just the latest example of the incompetent contracting, negotiating and leadership abilities of Roz Berman. There have been over a dozen seriously defective SCA contracts developed and agreed to under her authority. SCA homeowners are being openly exploited by her repetitive series of failed and/or seriously defective contracts. We are talking about hundreds of thousands of dollars being wasted--not pennies!

Members should also worry about the association's legal firm's role concerning those highly damaging words. If involved, and not expressing any written reservations over the words, such behavior could be considered sufficient cause to replace the association law firm.

It the law firm was not involved BEFORE the final version was signed by Roz Berman, that kind of unprofessional behavior by the board president and CAM would be a repeat of 2007. That was when the disastrous/illegal neighborhood reserves agreement was unilaterally agreed to and signed by Favil West and Kay Dwyer--allegedly without the CAM and attorney John Leach's involvement and concurrence.

Finally, there has been no mention of RMI's role in this whole fiasco. Why not? Why do we pay hundreds of thousands of dollars for a "professional services" contract to avoid such mismanagement--when it so frequently fails to perform as expected by the membership?

Think about it. What role has RMI served in the history of trumpets leases? Why have there been such consistent failures in the restaurant area? Did any of the RMI managers do anything in writing to advise the board to disallow such damaging words to be included in this agreement? If so, where is the evidence of that professional conduct?

Conclusions: the majority of directors appear to have been deceived by the Board President, CAM, and perhaps the association attorney. We now have a seriously flawed lease agreement. The other directors are obligated to demand corrections to a contract that has been illegally modified by the lessee, board president and CAM or be held equally responsible for the results. The financial consequences of failure to act by the board majority are truly serious.

But, the problem can be quickly fixed through a simple amendment. The CAM needs to help the board majority to prepare the documents to vote that the illegal/unauthorized/damaging words be immediately removed from the contract.

If Roz Berman and the lessee refuse to agree to such minor changes, then the the Board President's and lessee's hidden agenda will be in the clear. Competent business people know that it would be a major mistake to continue with such a flawed business relationship.

Our members should require Roz Berman to resign from the board if she can not or will not correct this mistake and avoid future contracting misconduct.