

LANDMARK PLACE

Leaseholders' Meeting

Wednesday 7th May 2003 at 6.30 pm

Venue: Foyer at Landmark Place, Churchill Way, Cardiff, CF10 2HR.

Agenda

1. Apologies for absence
2. Management Introduction
3. Reporting and Emergency Procedures
4. Security
5. Mechanical and Electrical Services
6. Services & Service Charge
7. Lease
8. Resident Representation and Consultation
9. Any other business



LANDMARK PLACE

Minutes of Leaseholders Meeting 7th May 2003

Attendees:

Mr Blackmore	Apt 7	I Thomson	Apt 13
Mr & Mrs Willmott	Apt 15	P John	Apt 86
Mr McInnes	Apt 9	K Sheppard	Apt 103
Mrs Llewellyn	Apt 196	Mr Philips	Apt 181
S Morris	Apt 93	Mrs Hargood	Apt 274
Mr & Mrs Prothero	Apt 52	S Dowling	Apt 40
Mr K Hole	Apt 64	R Jones	Apt 100
Sarah Breeze	Mainstay Residential	G G Winter	Apt 76
Charles Lucas	Mainstay Residential	Mrs Huelin	Apt 7
Laythe Agha	Landmark Concierge		
David Calder	Landmark Concierge		
Claire Kingsford	Landmark Concierge		

Apologies:

None

Introduction:

Charles Lucas introduced Mainstay Residential as managing agent for the residential aspect of Landmark Place. It was explained that Mainstay Residential are responsible for the management of communal areas handed over from the Developer. Mainstay's management of the communal areas will be as per the terms outlined in the lease. Mr Lucas continued to explain that Pemberstone Reversions who are the parent company of Mainstay Residential would own the freehold for Landmark Place.

Mainstay Residential have been dealing with Crosby and St David on a number of other schemes. It was further explained that Mainstay now has a national management contract for the majority of Crosby Homes' schemes. However, it was also explained that Mainstay are not employed by Pemberstone or Crosby Homes, but are employed by the Residential and Commercial Management Companies at Landmark Place.

Mainstay Residential were first introduced to the Landmark Place development in June 2002. Peverel OM, another Managing agent were responsible for constructing

the current service charge budget. As a result of this, Mainstay has little information available about the current figures. However, following the end of the financial year on 30th June 2003, Mainstay will construct a new budget and will be able to provide much more information in regard to the service charge.

Reporting and Emergency Procedures:

As Landmark Place is manned 24 hours the procedure for reporting emergencies in the COMMUNAL areas is as follows:

1. First point of contact should be the concierge staff on 02920 383546 or reported to them in person at the desk. Mainstay is currently looking at ways in which to improve the communication lines between residents and the concierge desk.
2. In the event that the matter is not resolved satisfactorily, or the Concierge are not contactable, you should contact Mainstay Residential on 01905 361044.
3. In the event that the above happens out of office hours you should contact the emergency number on the recorded message.

It was pointed out that the emergency number originally printed in the owners' manual is INCORRECT. In the event of an emergency you should dial 01905 361044 and use the number on the recorded message.

Much of the Mechanical and Electrical equipment at Landmark Place is under warranty, as a result Mainstay Residential are only able to use the original contractors during the 12-month period. On expiry of warranties, it is Mainstay's intention to ensure that all equipment is maintained by contractors with 24-hour call out facilities.

It was also advised that there is only one water meter for Landmark Place. This is therefore a communal facility and subsequently any problems with this should be reported to the concierge or Mainstay Residential.

Security:

Landmark Place is a city centre scheme and will be subject to breaches of security associated with inner city schemes such as unauthorised parking. It was added that the current night concierge team both have a security guard background. Security issues can be difficult to manage whilst building contractors are still on site. However, Mainstay asked that residents are mindful of the following

Strangers loitering – please inform concierge

Fire Door in Core 2 – please do not use this as a means of exiting the building.

Car park – please report to concierge anybody that tailgates in behind you.

Tenants – please give information relating to the end of tenancies to the concierge.

Random Door Bell ringing – please do not let any one in to the building unless they are known to you.

Many of the residents raised concerns relating to the amount of unauthorised vehicles parking in the car park. The option of clamping was a popular idea, this will be

considered by Mainstay Residential once the car park is formally handed over to the management company. This is anticipated to happen in May/June 2003.

Mechanical & Electrical Services:

Mainstay advised that now the concierge team is established and settled, each member would be retrained on all of the Mechanical and Electrical equipment. It was also advised that due to health and safety reasons access to the Electrical Meter rooms is restricted. In the event that you would like to take a meter reading, you should contact the concierge who will accompany you to the meter room. Currently an external agent will be taking meter readings on a quarterly basis.

Residents raised the concern that in the past when the fire alarm sounded some apartments were unable to hear it. Mr Lucas advised that the fire system complies with the current legal requirements. However, audibility tests will be arranged, subject to St David's instruction.

Services and Service Charge:

Several comments were received throughout the evening in regard to a swimming pool and the leisure facility at Landmark Place. Mainstay Residential advised that the commercial units are separate entities to the residential element of Landmark Place, and as a result are not part of the services charged in the budget and will not be managed by Mainstay Residential.

At present there is no update from St David in relation to the letting of the commercial units. It is also believed that the use of some of these units as a leisure facility has not been finalised. Mainstay Residential will try to obtain an update from Keri Dobson at Crosby Homes relating to the planning consent and the letting of the commercial units.

Service Charge is paid by the leaseholders for the maintenance of the communal facilities that have been handed over from the developer. Mainstay is expecting the Piazza, the car park and cores 3 & 4 to be handed over by the end of June. Until this time no charges are made to the residents for these areas.

All monies are held within a client account. Mainstay's accounting procedures comply with RICS Members accounts Regs and the terms of the lease. At the end of each financial year accounts are audited by external auditors, copies of which are then distributed to the residents. The service charge budget is only an estimate of expected expenditure. Any credit or deficit of funds at the year end is collected or repaid as per the terms of the lease.

Communal areas are currently cleaned weekly by the management company, and paid for through the service charge. Whilst contractors remain on site to completing the building and snagging, the developer will pay for additional cleans to the communal areas.

At this point a resident advised that electricity bills might be extraordinarily high even if taken on meter readings. If you receive a high bill, the resident urged others to contact the electricity board so that this matter can be investigated fully.

Lease:

The lease is the main tool that governs that management of the building. Terms of the Management Co or lease can be varied on recommendation from the majority of leaseholders. The lease has three parties, the freeholder and Landmark Place (Residential) Limited and Landmark Place (Management) Limited. The lease signed by the leaseholders is a sub-under lease. Mainstay Residential are to confirm that this lease does not vary from the main lease.

The lease is binding to leaseholders only; subsequently any issues with apartments that are sublet will be addressed to the owner of the apartment. Mainstay Residential do not have a legal relationship with leaseholder's tenants.

Any benefits that are received by Mainstay Residential when negotiating national contracts with maintenance companies are passed directly on to the development.

Resident Representation and Consultation:

Control of the development is passed on to the leaseholders at the point of sale of the last unit. At this point directors will need to be appointed. Mainstay Residential are able to help set up meetings relating specifically to this but under the Data Protection Act are unable to supply residents with the personal details of other leaseholders. Those present agreed that this should be talked about in more depth at the next meeting.

Any other Business:

Next meeting was requested after the summer holiday period i.e. September. Notification will be sent out in writing to confirm the date and venue.

The disposing of refuse was raised by some of those present. It was thought that another system should be used to avoid residents having to take the lift to the car park to place refuse in the store. Mainstay Residential will consider options open to Landmark Place, such as refuse holding stores on specific floors within the development, however such items will need to be approved under health and safety regulations.

It was also asked for no smoking signs to be installed in the lifts at Landmark Place.