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PRESIDENT'S perspective

The day before I wrote this edition of my President's Perspective, I attend a continuing legal education seminar about "Winning DUI Cases." My main focus of practice is clearly not criminal law; however, I am required to attend a certain amount of criminal legal education courses to maintain my certifications as an attorney. As I walked into the classroom, a feeling of dread came over me. Eight very long, grueling hours of boredom and hearing about a subject that I will likely never need or use in my practice. However, after about twenty minutes of the class, I actually found myself engaged, interested and learning very useful information. I listened as the instructor took the educational information and applied it to his own experiences as a former police officer. At the end of the day, I felt fulfilled and pleased that I attended the class.

SEVA-CAI prides itself on being the number one provider of education for its members and even non-members. The educational opportunities are offered on an ongoing and regular basis; however, we often find ourselves taking these opportunities for granted. We tell ourselves: "I don't need to take that class. It doesn't apply to me." "I just don't have time to take that class today." "I already know that information, so I don't need to go." What we need to remember is that anyone and everyone can take away something different from the education we provide. While you may feel well versed in a particular subject, keep in mind that every instructor comes in with a different point of view, and even the attendees can raise a fact or issue that never occurred to you. Even if the particular topic does not affect you directly, you may have a colleague who could possibly benefit from the information. As a speaker for SEVA-CAI for the last eight years, I can tell you from personal experience that the same program can differ significantly when taught on the Peninsula versus the Southside, thereby providing pleasantly diverse topics and perspectives.

The next time you come across an e-mail or a flyer from SEVA-CAI, think twice before disregarding it. If you are unable to attend one particular class, remember that there are many more available. Between CA Day, the Legislative Update, the Virginia Leadership Retreat, and the numerous bi-monthly Educational Programs, SEVA-CAI is certainly not lacking in its learning opportunities. Expanding our knowledge only makes us better Managers, Business Partners and Community Association Volunteer Leaders.

Leilani Adams

Leilani Adams, Esq. is a partner with the law firm of *Thomas, Adams & Associates, P.C.* Leilani has numerous awards as a Committee Chair, Board of Director and active member for SEVA-CAI since 2004.

"Upon the subject of education... I can only say that I view it as the **most important subject** which we as a people may be engaged in"

– ABRAHAM LINCOLN

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FROM THE executive DIRECTOR

CAI EXCHANGE

Member Discussion Board—any topic, any time

A members-only benefit, the CAI Member Discussion Board aka CAI Exchange provides a medium that members can use get advice, offer advice, share information and discuss issues facing communities. Visit this resource at https://exchange.caionline.org/home for ideas, guidance and perspectives from fellow members. Topics are limited only by your need for information, perspective and feedback.

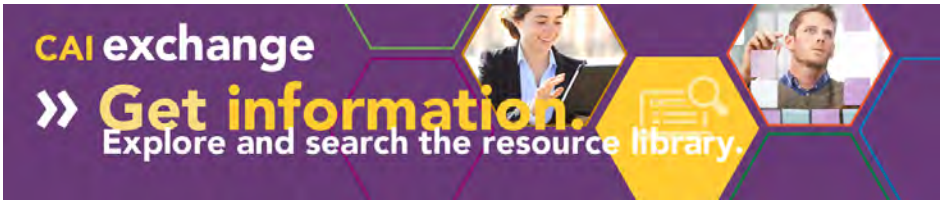
Discussions can range from community manager evaluation and wastewater management to assessment collection policies and board member conduct.

The Library feature is a treasure chest full of useful documents shared by your peers. If you need a sample charter or code of conduct or possibly a template for minutes or RFPs, be sure to check the available downloads in the Library.

Another great feature of CAI Exchange is the Community Blog. Members can feature a post by permanent link. Some blog topics include:

- The rewards and pitfalls of serving on the board
- Bathroom accessibility tips
- This week in community association management
- Disaster Communications

Join your peers on CAI's members-only community. Log on using your CAI website password to ask questions, discuss ideas, search resources, strengthen your network, share best practices and help your community thrive.



Rebecca Woodring, CAE
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Articles, ads or other submissions must be submitted prior to the dates listed below for inclusion in the issue immediately following. All dates are firm. If submission is missed, updates will be in the following issue.

WINTER 2017
November 15th

SPRING 2017
February 15th

SUMMER 2017
July 15th

FALL 2017
September 15th

Currents encourages and welcomes articles on any topic relating to the many "Currents" of community association interest. Please include a twenty to thirty word description of the author at the end of the article. All articles are subject to editing.

Please send your submissions to:
todd@desrochescpas.com

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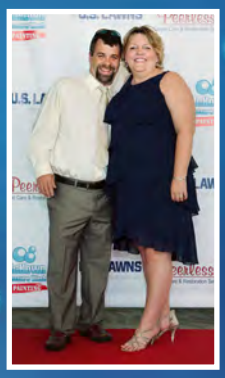

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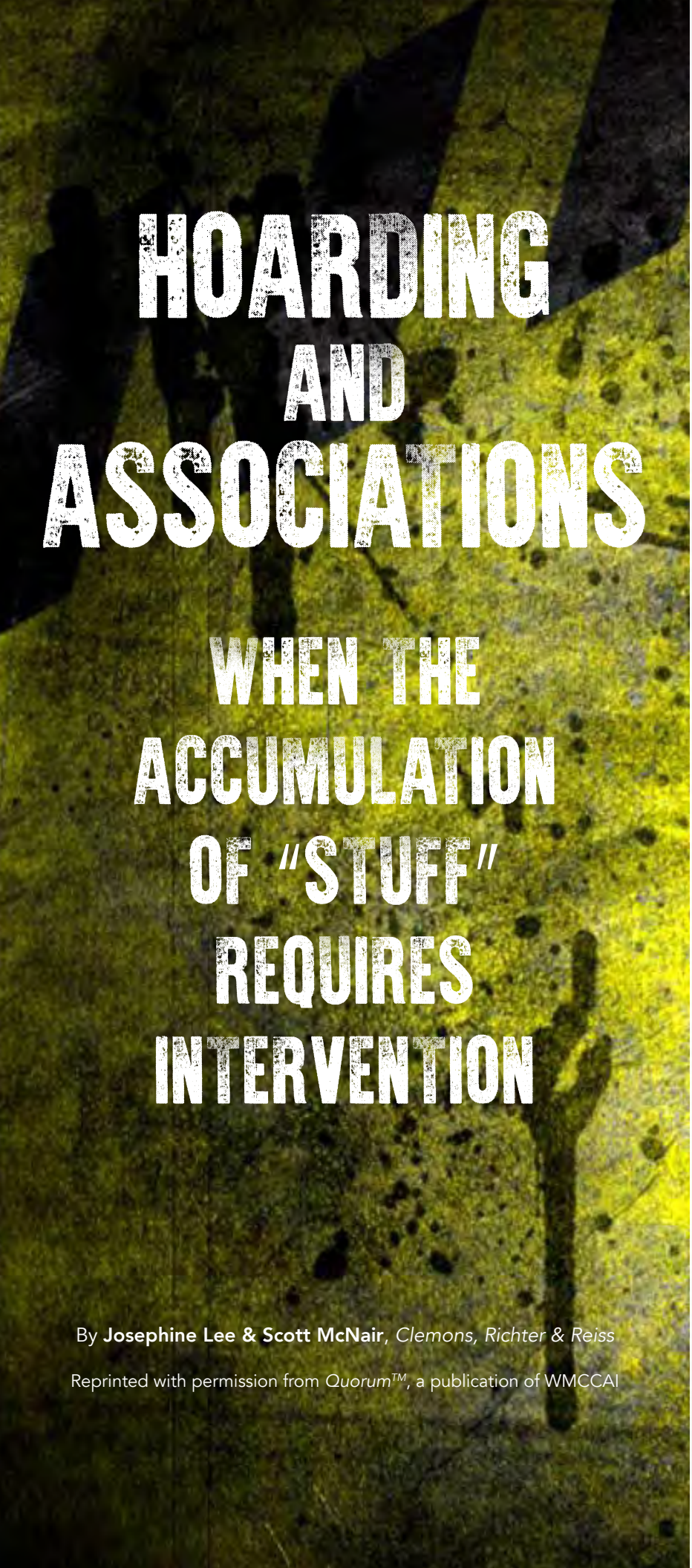

HOARDING AND ASSOCIATIONS

WHEN THE ACCUMULATION OF "STUFF" REQUIRES INTERVENTION

By **Josephine Lee & Scott McNair**, *Clemons, Richter & Reiss*

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With the rising popularity of A&E's "Hoarding: Buried Alive" and HGTV home improvement television shows as well as easier accessibility to "stuff", the presence of hoarding behavior in our country has gained increased public awareness and concern.

Hoarding disorder (or "pathological hoarding") is recognized by the American Psychiatric Association ("APA") as a distinct condition characterized by the following: the accumulation of and inability to discard or otherwise disposing of a large number of objects that are seemingly of little or no value; extensive disorganized clutter which prevents the effective and intended use of spaces and interferes with everyday living; excessive and compulsive shopping; and impairments in social, occupational or other important areas of functioning. Some of the attendant psychological symptoms associated with hoarding include strong positive feelings (joy or delight) when obtaining new items, strong negative feelings (anger, guilt and fear) when faced with getting rid of items, a belief that useless items are valuable and may be useful at a future time, and a belief that inanimate objects have feelings.

There is no "prototype" of a typical hoarder, as individuals who hoard encompass all economical strata and gender. Hoarding behavior typically begins during teenage years and often worsens gradually over time. This disorder is believed to be sparked by a traumatic event in an individual's life, such as the loss of a loved one. Many hoarders are described as experiencing euphoria or a "high" when accumulating items, akin to that experienced by drug abusers.

It is important to recognize, however, that not all individuals who "collect" items are properly classified as hoarders. In contrast, collectors deliberately accumulate a special assortment of items in a well-organized manner, recognized by most individuals as being valuable. Items in collections are planned and actively sought out, acquired, organized, cataloged, displayed and never or rarely used. The boundary between a collection and hoarding becomes blurred where mismanagement of unrelated items results in excessive clutter, impinging on one's ability to perform basic household and other functions.

How can an individual suffering from a hoarding disorder be identified? In some cases, the clutter and unsanitary conditions associated with hoarding are open and obvious to neighbors and are quickly brought to the attention of an association manager or the board of an association. However, in other instances, a hoarder is only discovered after uncleanliness and

unsanitary conditions leads to the emission of odors or infestation of vermin or insects (which may spread to neighboring units or properties). For instance, the hoarding of paper products (i.e. newspapers, books, etc.) can create an ideal living space for mice or rats which, in turn, carry parasitic insects such as fleas and bed bugs. Even pest control experts have extreme difficulty eradicating a vermin or insect infestation with traditional use of fumigation, sprays, or traps in a hoarding situation.

Besides unsanitary conditions (which may lead to widespread pest infestation, mold and disease or illness), hoarding also may cause structural issues, dangerous electric or gas appliances, fire hazards, and flooding. The presence of uncontrolled clutter can also prevent emergency services from access to homes and occupants, thus making them unable to render aid in case of emergencies. Moreover, the presence of unsanitary conditions, an inordinate number of pets and danger of collapse may also put emergency personnel at risk of harm.

Accordingly, the hazards created by individuals suffering from hoarding disorder are far-reaching and, for purposes of a community or condominium association, may be dire and should not be ignored. An association could be held liable for failure to act upon being notified of a hoarding situation in cases where other units are damaged as the result of a fire, or in cases where other unit owners are detrimentally effected by the spread of bugs, mold and vermin. Inevitably, this begs the question- what can we, as community association professionals, do to effectively respond to hoarding behavior?

When an association becomes aware of a suspected hoarding situation, the board must look to its governing documents for relevant authority to act. Many documents extend broad rule making powers, set forth access easements and permit direct intervention (self-help). Whether, and the extent to which a board can or must act, will depend upon the circumstances. In most cases, however, investigation and due diligence is warranted.[1] This may include contacting the owner or resident, neighbors, and township or borough officials. Municipalities are often willing to assist in an investigation because hoarding behavior may constitute a violation of local ordinances. The municipality may also be in contact with local agencies which can assist, including the SPCA, hoarding task forces, local mental health agencies and the County Agency on Aging. Moreover, in anticipation of the situation worsening, the association's legal counsel should also be contacted.

In some cases, an association's governing documents will provide the board with the power to enter a unit based on a suspected violation, i.e. nuisance, duty to maintain a unit in a good, clean and sanitary condition, etc. Even if specifically authorized, however, self-help may be too risky and thus inappropriate. A board may be able to rely on the local code enforcement officer to obtain an administrative search warrant from a magisterial district court judge, which requires probable cause of the violation of a municipal ordinance. Simultaneously, a preliminary injunction petition should be filed which requests that the court order an individual to refrain from certain activity, i.e., the requirement an individual removes and disposes of items and trash in a timely manner, permitting the plaintiff the ability to inspect the premises, and giving the defending party the responsibility to maintain the property in a safe, clean and orderly manner. The court may also define the consequences of an individual's failure to abide by the order, which may include sanctions. Although certain legal criteria must be met prior to the granting of a preliminary injunction petition, in hoarding cases the satisfaction of these requirements is typically readily achievable.

Although hoarding is treatable by mental health professionals, simply cleaning out a unit or residence, without addressing underlying psychological causes, will likely result in recidivism. Therefore, in responding to these unfortunate situations, it is important to not only be knowledgeable and sensitive to the attendant mental health issues underlying the behavior, but, to the extent possible, provide a positive motivation for change and attempt to get the individual suffering from hoarding disorder actively involved in assisting the decluttering. In addition, recommending treatment in the form of support groups and counseling may prove vital in curtailing future behavior.

Regardless of the reason why hoarding behavior starts, it is important to orchestrate positive and impactful changes by working in harmony with the affected individual, his/her friends, family and neighbors, municipal officials, legal counsel, mental health and clean-up professionals as well as community organizations in order to ensure that the unit and/or property is restored to a safe, sanitary and functioning state.

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[1] During the initial investigation phase, in order to determine the existence and/or severity of a hoarding situation, gather as many facts as possible. Start with talking to neighboring unit owners. Next, attempt contact with the suspected hoarder himself/herself. In discussions with the suspected hoarder, avoid using negative words such as "trash," "junk," or "hoard" to describe a hoarding situation, as individuals oftentimes find these characterizations as derogatory and stigmatizing. Replace such words with more neutral terms such as "items", "belongings", or "collection." Initially focus on safety concerns as opposed to the immediate removal of items, as this may evoke strong negative reactions from individuals suffering from a hoarding disorder.

Legal News in Hampton Roads

By **Michael A. Inman, Esq., CCAL®,** *Inman & Strickler, P.L.C.*

Significant Win in Supreme Court of Virginia for Local Association with Statewide Benefit

On June 1, 2016, the Supreme Court ruled on a case decided by a Suffolk Circuit Court Judge regarding the taxation of open space in a homeowners association. In this case the area in question is an equestrian center in the community of Saddlebrook Estates. The Supreme Court unanimously overturned the Circuit Court ruling finding that the judge misinterpreted the law by upholding the City's taxation of the Association's open space. This decision provides an interpretation of a taxation statute that applies to all Virginia communities that qualify as Property Owner's Associations under the POA Act which have open space/common area designated on their subdivision plats and hold title to that property. The statute applies when it is used by the association members solely or leased, in whole or in part, to a third party by the Association.

The Supreme Court stated that a Virginia taxation statute requires that there can be no real estate tax levied on open space, or any portion thereof but, rather, the value of that open space is to be allocated to the lots in the subdivision. The community of Saddlebrook Estates has a unique situation where an equestrian center, including stables and paddocks, is operated on a large portion of the open space as contemplated when development of the community was approved by the City. The Association leases the facilities to an operator which is responsible for maintenance of the facilities and grounds.

As a result of this case, it should be clear to the assessors and treasurers in Virginia municipalities that they cannot levy a tax on common areas; rather, in assessing the lots in such a subdivision, an assessor can allocate a portion of the value of the common area to the various lots. For those interested in reading the case it can be found on line by via Google: Saddlebrook Estates Community Association, Inc. vs. City of Suffolk.

Virginia Attorney General Issues Opinion on Denial of Access to Certain Community Roads

The Virginia Attorney General can issue opinions concerning statutory interpretation if requested to do so by an array of government officials from the Governor to a member of the Senate or House of Delegates to a local sheriff. These opinions are not binding on a judge but are persuasive when considering the law affecting a given case. In this case a member of the General Assembly asked: Is it legal under the Virginia Property Owners' Association Act (the "Act") for an association ("POA") to deactivate a member's barcode decal if he or she is more than sixty days late paying an assessment? Deactivation of the barcode decal will restrict, but not completely deny, entry in to the neighborhood due to the existence of two access points, one manned and one not.

In this POA the board adopted a resolution, pursuant to statutory authority, providing that after giving a member an opportunity for a hearing, the board of directors has the right to suspend a member's and his or her tenants' or family's use of the barcode decal in the event of nonpayment of assessments, fees, or fines owed to the POA where payment is more than sixty days past due.

However, such suspension is not proper if it will "endanger the health, safety or property" of that homeowner. The barcode decal can be used to gain access at the manned main gate at the front of the subdivision and is required to use the unmanned gate to enter

cont. on next page...

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at the back of the subdivision. Without the barcode decal, an owner can still access his or her home by using the manned main gate, but for those owners whose homes are closer to the unmanned back gate, this access may be less convenient.

The location of the back gate is approximately five miles from the main gate when driving around the subdivision and is approximately three miles from the main gate when driving through the subdivision. The streets within the subdivision are common area private roads.

The Attorney General's view of the issue in this case is whether denial of access to the back gate "endangers[s]… health, safety, or property." There could be situations where an owner needs to return to his or her property for an emergency affecting health, safety, or property. If the property is close to the back gate but distance from the main gate, and if the owner approaches from that direction, then denial of access through the back gate could possibly endanger health, safety, or property in violation of the Act.

For failure to pay a special assessment, the additional question under Section 55-514, was whether denial of access to the back gate denies the owner "direct" access to his or her lot. There are certain lots that are a significant distance from the main gate but close to the back gate, and depending on the direction from which the owner arrives, "direct" access might be only through the back gate, while for other lots, "direct" access may be through the main gate. For certain lots, deactivating the barcode and hereby denying use of the back gate could thus deny the owner "direct" access to his or her property in violation of the Act. [NOTE: A similar or like provision does not appear in the Condominium Act.]

The Attorney General concluded that the resolution may not legally be applied against any owner if deactivation of the owner's bar code for nonpayment of a regular assessment would endanger health, safety, or property; or if deactivation for nonpayment of a special assessment under Section 55-514 would deny the owner "direct" access to his or her property through the roads of the development which are common areas.

The Community Associations Law Team
Michael A. Inman (Email: mainman@inmanstrickler.com)
Jeanne S. Lauer (Email: jlauer@inmanstrickler.com)
Gregory J. Montero (Email: gmontero@inmanstrickler.com)
Lindsey A. Flaherty (Email: lflaherty@inmanstrickler.com)
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LIMITED RESIDENTIAL LODGING (E.G. AIRBNB) – IS IT ALLOWED IN YOUR ASSOCIATION?

By **Lindsey A. Flaherty, Esq.**, *Inman & Strickler P.L.C.*

What exactly is limited residential lodging? It is, in essence, renting of rooms or entire homes or condo units for short term occupancy i.e. less than 30 days. Airbnb provides a searchable online marketplace that enables homeowners to list for rent all or a portion of their homes and prospective customers can choose to rent from one night to several months. While this type of rental may present a great economic opportunity for some homeowners it causes increased traffic and parking issues in associations and has resulted in excessive noise and damage to common areas. Essentially the problem seems to be that homeowners who choose to participate in it are introducing a business in to residential neighborhoods. This business involves providing lodging to transient people who are primarily on vacation.

Limited residential lodging has now garnered the attention of the Virginia Legislature with the introduction of Senate Bill 416 in the 2016 session, which would create Chapter 13.4 the Limited Residential Lodging Act. This new statute would allow a homeowner to rent out all or part of his primary residence for periods of less than 30 consecutive days on his own or do so through a hosting platform like Airbnb. Localities will be preempted from adopting ordinances or zoning restriction prohibiting such short-term rentals, but will be able to regulate them to a reasonable degree. The bill is currently being discussed by an active working group of the Virginia Housing Commission which includes representatives from all relevant interest groups including those who are looking after the interests of common interest communities.

While the draft Senate Bill limits a locality's ability to regulate the operation of an Airbnb-like service it does not limit the powers of a condominium or homeowner's association to do so. Associations can restrict or prevent this type of short term lodging through careful wording in their recorded documents and/or by amendment. Many associations already have such language in their governing documents. In order to be enforceable against a short-term rental the language needs to clearly prohibit short term rentals. Typically association documents have a six month or one year minimum term. The language would also need to prohibit a homeowner from renting anything less than his entire unit or home. An association can also take additional steps by requiring unit owners to register their guests/ tenants and their vehicles with the association.

Condominium associations need to be especially vigilant because short term rentals of less than thirty (30) days are also prohibited by the Federal Housing Administration (FHA) and the Federal National Mortgage Association (Fannie Mae).

HAVE A QUESTION?

We Can Help!

Connie & Homer are standing by to answer all your community association questions.

For all your Condominium Association questions, contact:

connie@sevacai.org

For all your Homeowner Association questions, contact:

homer@sevacai.org

Due to the volume of questions we receive, we regret that we may not be able to reply to each question in the next issue. Keep checking back to see your question answered!

Q.

"Our homeowners association is getting ready to start a sizable construction job. It was recommended to a member on our board that we use an American Institute of Architects AIA contract for this project, but we're not familiar with what that means. Can you explain it; and do we really need one?"

A.

Connie & Homer reached out to Lance Bellman, of Levin Contracting, Inc. to explain the AIA contract.

I am sure we all agree the days of a handshake or verbal agreement are long gone, the necessity for contracts are a must. If things go badly due to substandard work, excessive delays, additional costs, disputes over what exactly the contractor has agreed to do, or any of the many other things that can lead to disputes, you will have definitive documentation to sort things out. Personally, I would even say that the use of an engineer or architect is absolutely necessary in high dollar jobs and at the very least employing an owner's rep or construction manager should be considered when budget is an issue…and for most of us…budget is always an issue!

If you have hired an architect to handle contract administration, they will most likely recommend using an AIA contract for your job. AIA publishes a range of contracts for small, medium, and large projects and for a variety of contract types. The AIA contracts most commonly used on residential projects are designed to streamline all stages of the architectural process. In general, they are also more favorable to the property owner. As a matter of fact, some contractors are not happy about working with an AIA contract due to the extra documentation required. However, contractors who are accustomed to architectural projects are familiar with this format, and if they are true professionals, it should not be a concern for them. This doesn't mean a leaking roof or even an entire community painting project, (both

issues that are rather cut and dry), need an AIA contract. Usually, it's your more complex problems, i.e. water-proofing entire buildings or concrete deck replacement would more than likely make the list.

AIA contracts are also considered more favorable to the architect as well. For example, the burden of finding errors, omissions, code violations, etc., in plans and specifications falls mainly on the contractor, not the architect! It is the wording in the contract that places the onus on to the contractor. Though you may be paying the architect to oversee the construction, the AIA contract states that the "Designer of Record" (Architect or Engineer) will not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the contract documents. Furthermore, all AIA contracts assume that you have hired an architect to design the project, administer the contract, and supervise the construction. If you are not using an architect for contract administration or supervision, then you'll need to modify the contract. Let's say you are using a construction manager or owner's rep, then the responsibilities assigned to the architect generally fall on the property owner or board of directors in the case the presence of an association.

The AIA contract does allow you to substitute "Owner" or "Architect" where appropriate. You may also add an addendum that makes the changes by referring back to these clauses. However, don't get too liberal with the language as you may inadvertently change the substance of the contract, defeating some of the purpose. Remember, the AIA is over 100 years old! The value of using a well-established contract, accepted by the building industry and the courts, starts to get watered-down when you deviate from the original script. If you're not comfortable altering contract language, you can always put the changes in front of your association attorneys. These are another group of professionals invaluable to a large-scale construction project.

Good contractors are very accustomed to working with architects and lengthy, formal contracts; others may decline to bid or will increase their prices for what they expect will be a more demanding and stringent process. Depending on the size of the project, the level of trust you have in your contractor, and your budget, association boards need to take into account all this information to correctly determine the need for an AIA contract. All of the Architects, Engineers and Attorneys within Community Associations Institute will be more than happy to provide input. Whichever route you take, make sure you use always use a written contract that covers the key issues relevant to your project.

Lance Bellman of *Levin Contracting, Inc.* is an active volunteer on SEVA-CAI's Newsmagazine Committee, as well as the Social Committee. He was SEVA-CAI's 2015 Author of the Year.

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SUSTAINABLE SOLUTIONS FOR LAKE AND POND MANAGEMENT

By Shannon Junior, Aquatic Ecologist/Territory Leader

Shoreline beneficial emergent vegetation, along with properly sized aeration, either submersed or floating as shown here, are both strategies that can be employed in an Integrated Pest Management (IPM) plan for your stormwater pond.

As lakes and ponds age, they are continually impacted by sedimentation and nutrient enrichment. Eventually, sediment and nutrient overload can lead to poor water quality and increased algae and nuisance aquatic vegetation blooms. It is extremely important to establish maintenance programs for community lakes and ponds which also function as stormwater management facilities. A key feature of these programs is the ongoing management of invasive vegetation and algal blooms.

The repetitive application of pesticides as the primary strategy for vegetation control is not environmentally sustainable, and the management focus is shifting towards non-chemical methods. In addition, due to tightened regulations and general public wariness regarding the use of algaecides and herbicides, it is becoming increasingly important to find alternatives for our aquatic vegetation treatment programs.

INTEGRATED PEST MANAGEMENT PLAN

Integrated Pest Management (IPM) is a comprehensive approach to pest management that includes many non-chemical strategies before or along with the use of pesticides. The implementation of a long-term, proactive IPM Plan for algae and aquatic weed management helps to reduce the quantity of chemical products used, while still providing for a healthy and aesthetically pleasing waterbody. There are many different potential components to an IPM Plan, including prevention, mechanical and physical practices, cultural controls, and biological solutions. However, not all of the strategies are practical or cost-effective for every waterbody. A critical phase in the development of a comprehensive IPM Plan is to evaluate which strategies will be appropriate for a specific site. However, many IPM practices are simple and inexpensive, and can be broadly applied for almost every waterbody.

PREVENTION STRATEGIES

Preventing the introduction of sediment and nutrients into the water, in the first place, can provide long-term benefits for water quality. Many times, it can be achieved by very simple and inexpensive cultural practices. Establishing healthy communities of shoreline aquatic vegetation or allowing natural grasses to grow around the edges of a lake or pond will provide a filter for runoff, thus minimizing the sediment and nutrients entering into the pond. In addition, the vegetation will serve to stabilize the shoreline and prevent erosion and the introduction of more sediment into the water.

A buffer of grasses surrounding a lake or pond also makes a waterbody less attractive to Canada geese because they will not walk through vegetation over their heads. Since their bodily waste is an additional source of nutrients to a waterbody, preventing the presence of geese around the pond has its own benefits. Buffers surrounding the pond should be trimmed at least once per year and should be selectively managed throughout the growing season, removing any woody vegetation or non-native, invasive plants.

RESTORATION STRATEGIES

Other IPM strategies are geared towards remedying the impacts that have already occurred, and focus on the root causes of the problems rather than just the symptoms. For a lake or pond with severe algae issues, strategies that improve water quality can make a big difference in the overall health and appearance of the waterbody.

Nutrient mitigation is a widely used practice that directly targets and inactivates the phosphorus in the water and bottom sediments of a waterbody. This technique can literally reverse the aging process and associated effects of nutrient loading. Phoslock® and alum are the two most commonly used products for this purpose. Product selection and program development would be based on site-specific conditions and the general budget for the project.

Another commonly recommended IPM strategy for water quality restoration is the installation of an aeration or circulation system. Aeration improves the health of a waterbody by adding oxygen to the system. The circulating action converts phosphorus to forms that are not usable by algae as food. It also creates conditions that favor the growth of healthy green phytoplankton rather than the potentially toxic cyanobacteria species. The end result is a healthier pond with fewer harmful algae blooms, and a reduction in the need for chemical treatments.

CONCLUSION

While there are numerous Integrated Pest Management strategies that can be applied as part of a long-term plan, it is important to consider all of the site-specific characteristics of your lake or pond in order to develop a successful and environmentally sustainable program. By implementing a comprehensive maintenance approach that employs a variety of water quality improvement strategies, the long-term result will be a more balanced waterbody that requires fewer applications of herbicides and algaecides to maintain it in a healthy and aesthetically pleasing state.

Shannon Junior is an experienced aquatic ecologist with *SOLitude Lake Management*, an environmental firm providing full service lake, pond, and fisheries management services throughout the United States. Shannon can be reached through the website www.solitudelakemanagement.com.

Pokémon GO or NO?

Few video games have stirred up as much controversy as this summer's smash hit, Pokemon Go. The cult classic anime saw an unprecedented numbers of downloads, not only by life long fans of the series, but by people of all walks of life. The app is an augmented reality game, meaning that in order for your character to move around in the game, you too must also get up and move.

It seemed like the perfect activity for kids out of school for the summer (as well as the occasional adult on their lunch break!) It was free, it was simple, and it was fun. What could go wrong?

As it turns out, a myriad of things.

Users quickly began to chase down Pokemon using the game's built-in tracking system. This often led people into areas they might not otherwise go - and probably *shouldn't* go. A "No Tresspassing" sign means nothing to a Charmander, so as Pokemon spawned on private property, their "trainers" (players of the game) followed. The game utilizes the phone's camera to virtually place the Pokemon in the player's line of sight. To players, this added an exciting element;

but to others, there was nothing to see. To homeowners, it appeared that not only were people traipsing through their backyards, but they were also taking pictures. The police reports started flowing in.

Additionally, it seems the game inadvertently placed some of the games intended destinations in locations that were not appropriate for game play. Cemetaries, churches, museums, and others have voiced their concerns about being represented on the map, drawing unwanted traffic to these areas. Community Association common areas were also effected, when areas intended for residents became overrun with Pokemon Go players, there was bound to be a problem.

Fortunately, it's not all bad news. On a positive note, the game *did* get kids outside for the summer. It *did* get families talking, playing together, and going for evening walks. It became a marketing tool for some great local attractions, like the Virginia Aquarium and the Virginia Zoo, as they hosted events for players. Venues that chose to capitalize on the game's popularity were able to attract hundreds to their businesses for promotions and parties.

However, the frustration of those being negatively impacted by the game is still justified. If your community is one of those, here are some things you can do:

Embrace it. Plan an event in your community. For just a few dollars, you can place lures on PokeStops in your area all night long. These attract Pokemon to that area, and will certainly attract some neighbors as well! Pass out flyers, turn on some music, and use it as a way to get everyone together for an evening of good, clean fun.

Report it. If there is a PokeStop or Gym in your area that is causing problems, it CAN be removed. A virtual fence can also be drawn around your property to prevent Pokemon from spawning in that area. Go to: https://support.pokemongo.nianticlabs.com and look for the "Troubleshooting" category. From there, select "Reporting PokeStop or Gym Issues". The makers of the game, Niantic, will request some very basic information about you, the location, and the problem. You should hear back from them shortly, and at this time it appears that most reasonable requests are being approved.

Wait it out. As quickly as the game skyrocketed into popularity, it's usage has already begun to decline. Some people have completed the game, or are now bored of it. Many of it's players are back in school and busy with other activities. Either way, this too shall pass. As the cold weather approaches, the problem should become borderline non-existant, and hopefully some permanent solutions can be put in place by the spring. This will likely not be the last augmented reality style game we see come out, so it's still worth planning for.

And if you're a player of the game yourself, there are some things you can do to make sure you aren't disrupting others with your game play.

No tresspassing. If you see a sign requiring you to stay out of an area - then stay out. The game is not your carte blanche to wander onto government property or climb over someone's fence. Yes, even if there is a Snorlax on the other side. Seriously, don't. There will be another.

Be aware. Watch where you're going. It seems like common sense, but people have been truly been injured while playing. Don't rely on the map on your screen to tell you where you're going, look up from your phone and look around. Be aware of oncoming traffic, other people, and bodies of water. And don't go outside of areas you're familiar with.

Lower your phone. When you've got a Dragonite in your sights, it can be easy to tunnel vision in on your phone. Take a second to assess your surroundings, are you aiming your camera at someone? Even pointing it at their house or car can make people uncomfortable. Be aware of what you look like to others, so they don't mistake your game play for suspicious behavior. Better yet, turn the camera off entirely. When you have a Pokemon in view, find the "AR" button in the upper right hand corner. Slide it to the "off" position. This will give you a generic background and the Pokemon will be centered on it, eliminating the need for you to point your camera in any one direction. It's less exciting, but it actually makes the Pokemon slightly easier to catch and saves your phone's battery, so it's still a win-win.

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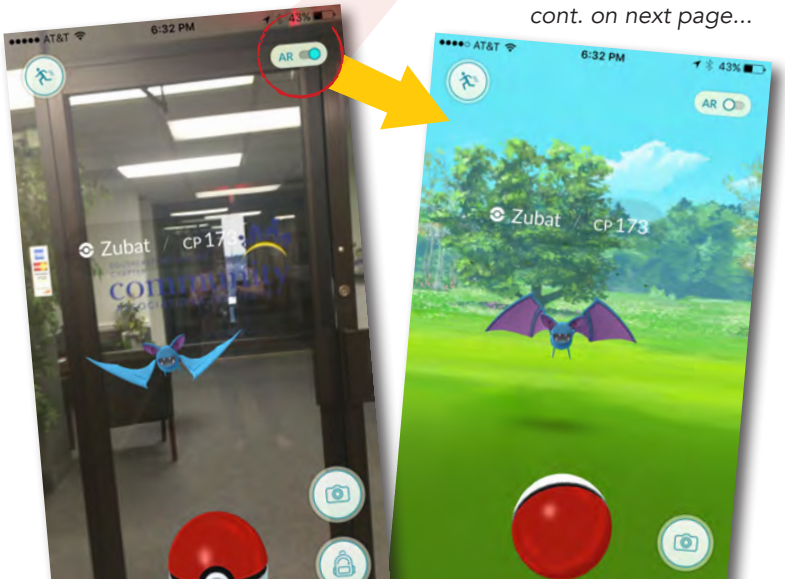

Kim Schultz, association manager for the Freemason Harbour Condominium Association, was hit head on with Poke-Mania earlier this summer. The association's downtown Norfolk location immediately made them a hot spot for players. Residents struggled to find street parking - once readily available, it was now being taken up by a constant stream of players coming in and out all day. An increasing amount of trash was being left behind by visitors, littering the neighborhood. With no public bathrooms in the area, Kim found herself with people stopping in off the street daily asking to use the facilities. In order to maintain the quality of living that her residents have come to expect, Kim contacted Niantic and reported the issue. Within two days, she said, the game developer had cleared Freemason Harbour of their virtual pests. Although the neighboring Pagoda is still home to several PokeStops and Gyms, she says this "virtual fence" has definitely minimized the foot traffic directly around the association. The City of Norfolk installed porta potties to help with the bathroom issues, and volunteers helped to clean up the green spaces.

Even if the initial obsession has worn off, Pokemon Go is still here to stay. Make the best of it in your community by using its appeal to your advantage. Utilize Niantic's "Report" feature if necessary, and educate your homeowners if they're not familiar with the game. And try to give kids the benefit of the doubt when you see them out playing. They're just trying to "catch 'em all!"

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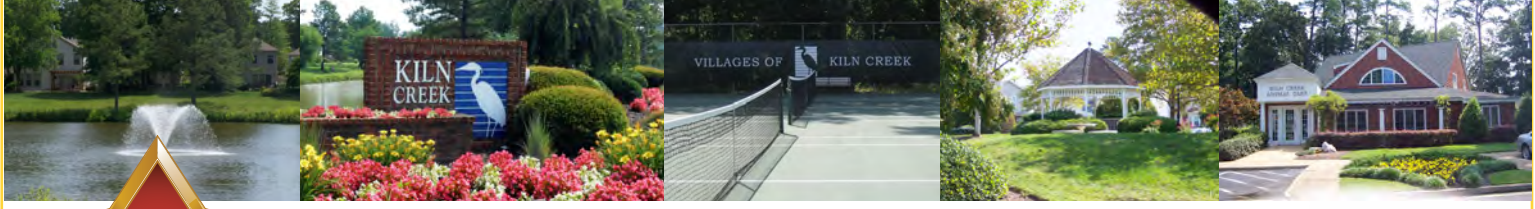

- CONGRATULATIONS -

Villages of Kiln Creek Owners Association

Best Overall Community Association of the Year

The following is an excerpt from the Villages of Kiln Creek Owners Association's Community Association of the Year application essay:

The Villages of Kiln Creek Owners Association is a community of over 10,000 residents nestled around a professional 18 hole Golf Course. We feel that our community has certainly lived up to its mission statement throughout 2015; "To Protect, Enhance & Maintain a Community of Excellence!" Our Association has really started to come into its prime after purchasing the Golf Club & Resort in late 2013 from an independent owner. With the Golf Course being owned by a separate entity for 25 years in a "Golf Course Community", it always kept the community separated between the golfers and the non-golfers. By purchasing the Golf Course in 2013 we have brought the entire community together in many different ways, not just golf.

During 2014, we kept the Golf Course thriving; however, in 2015 we brought it back to life. We are in the midst of writing a whole new chapter in the evolving book of "Kiln Creek History." Our Board of Directors and Staff members have put their hearts and souls into reviving our Community Spirit and would like to share with you how we have excelled throughout the past year! We've accomplished so many feats ranging from moving our Association office to completely renovating our clubhouse and banquet facility. To say we've done some upgrades is an understatement!

January 2015 started a new era for the Kiln Creek Owners Association. The Board of Directors goal was to start bringing the community together in a larger way than in the past. Since the Golf Club & Resort, "The Club", was a huge new amenity, they wanted to use this as an ideal place to become the heart of the community! The first step in bringing the community closer together was to move the Association office onto Club grounds. Some people might think that moving an office is not a big accomplishment; however, the Association and The Club had operated separately for such a long time that bringing the Association onto Club grounds really made a huge impact on getting the residents to realize what a wonderful amenity they now owned and it was now in their back yard! Also, by moving into an office the Association now owns, we saved thousands of dollars per year in office rental fees. This extra money has gone towards more important amenities for the community such as enhanced landscaping, bushes and flowers.

In addition to a new HOA office, bunkers, banquet facilities and fitness room, we also completely renovated the old hotel rooms which are now available for our residents and guests. "The Lodge at Kiln Creek" is a sixteen room hotel which features amenities of the very highest quality. With carefully chosen furniture, beautiful 60" flat-screen televisions, and the use of the finest granite and tile, The Lodge is not typical. It's a premier hotel option for residents and their guests that is now right in their back yard! Another project in the planning stages during 2015 is a complete renovation of our Manchester Grill Restaurant. Since the main dining room is occupied almost every weekend with wedding receptions, we realized the need for a first class "Grill" that would be available any day for use by our residents. Plans are progressing with a completion date of Fall 2016.

Overall, Kiln Creek has excelled over the past year making our community into what it has become today! Not only have we upheld our Association's mission, we have surpassed it! Kiln Creek has protected its assets and residents from possible development, we have enhanced the property and its values with our upgrades and we have maintained and re-created a Community of Excellence!" Purchasing The Club has been the best decision the Board of Directors could have made for our Association; but the decisions made and renovations completed during the 2015 year is why we believe we are Southeastern Virginia's Community of the Year!

- CONGRATULATIONS -

West Neck Community Association

Best Very Large Community Association of the Year

The following is an excerpt from the West Neck Community Association's Community Association of the Year application essay:

One of the things we're the proudest of is the prudent financial management that has been a hallmark of our community since we transitioned from Declarant control to homeowner control in 2005. It is this solid financial basis that allows us to excel in so many areas. Financial management during 2015 saw a new Reserve Study put into place that was our guide to investing in the future of the community. During 2015 we contributed $46,511 to our Replacement Reserves, which just slightly exceeded the annual contributions called for in the Reserve Study. In addition we have three other reserve accounts – Operating Reserves, Capital Improvement Reserves, and Insurance Deductible/Risk Management Reserves. During 2015, we contributed $20,000 the Capital Improvement Reserves, and an additional $20,000 to Insurance Deductible/Risk Management Reserves. We also contributed $42,059 to our Operating Reserves in 2015. Bear in mind that our monthly dues are $60.00 per unit and that we have only had one dues increase of $10.00 per month in the history of our community. These results speak to superior financial planning and management. In addition, we expend the funds every year to have a full audit of our finances done by DesRoches & Co. to insure that our financial performance is properly reflected on all of our financial documents and that the Board is meeting its fiduciary responsibilities to the owners.

During 2014 we acquired two parcels of land at the main entrance of our community that totaled 9.115 acres. These were formerly owned by the Declarant, or one of his business entities. This allowed us to permanently preserve the beautiful entrance to our community. With that purchase complete, that left only one parcel of land inside our community that wasn't owned by our association or our members. It is a 1.786 acre parcel that is adjacent to our Village Hall property, and also abuts the traffic circle at our main entrance. The owner here was not the Declarant, but another party who is both a developer and a builder. This parcel of land is zoned PD-H1. This meant that the owner would be able to build the following types of dwellings with no rezoning nor conditional use permits being required: townhouses, duplex, multiple family apartments, or single family homes. The Board and the owners wanted to prevent that from happening. There were also other concerns about what he might want to do with the property, such as put up a cell tower. We had been in discussions with this owner for over six years, but hadn't been able to negotiate a favorable deal in both selling price and in terms.

We were very concerned about protecting our community from having something being built that would diminish our property values, and not be in harmony with all the other community structures and landscaping standards. Our beautiful Village Hall & Pool complex is such a great asset to our community, and we didn't want anything unsightly being built right next door. During 2015, the Board had multiple meetings about this purchase and finally through the hard work of a team of volunteers we were able to reach a deal. The owners, through their respective Voting Members, approved the purchase and we closed on the property on July 21, 2015. This could have never happened without having ample reserve funds to draw on the get this deal completed. We have earmarked funds to grade and landscape this green space. The Board will ultimately decide how we can best utilize this new asset to enhance the quality of life for our residents. However, we don't ever have to worry again about what might be built there. We own it now!

Betterment & Enhancement

A Value Proposition

By **Philip Pointon, AIA**, Architect and Reserve Specialist, *Miller + Dodson Associates*

The tension between getting what you want and paying for what you can afford is as real as ever in the construction industry. This applies to both new construction markets, and the replacement, repair and renovation of existing buildings and components. Trying to adhere to budgets is a fundamental aspect of responsible design and construction; and by extension, to the operation, maintenance, and replacement of building components. For condominium associations, the Board of Directors' fiduciary responsibility clearly demands that careful attention be given to the real and perceived value of repair and replacement projects to be undertaken. Going beyond the fundamental objective of replacement, is there a value proposition to consider betterment or enhancement when undertaking these projects?

Value analysis (VA), or value engineering (VE) is an integral, but generally deemed specialized discipline of both design and construction. Most projects do not have the luxury of unlimited budgets, and the design team is initially tasked with adherence to an owner's budget, which may be unrealistic. A designer must often confront a poorly defined program and resolve it against an owner's desires that may more accurately fall into the realm of "champagne taste on a beer budget". Once the project emerges from the design stage to the bidding or construction phases, a serious dose of reality sets in with true market pricing reflected in bids, proposals, and construction estimates. Some bid documents can be structured to solicit the pricing of alternatives or options, which identify very distinct elements of the scope of work and how alternatives to meet that element are considered. A base bid scope of work, or the bare minimum level of quantity and quality, should be well defined when seeking bids and presented in clear and concise documents to leave no room for interpretation or substitution. Competitive pricing requires apples to apples. Do not leave it to the bidders to make your selections for quality.

For a replacement project, choices in alternatives may be limited by what is compatible with the existing elements that will remain. The starting point for a replacement or renovation project should be what is there now, how much of it is to be replaced, and will it be replaced with equal or better materials and products in a similar fashion of installation? Replacement reserve funds for individual components are typically recommended based on a presumption of "in kind" replacement. The unit price used for replacement of a roof assumes equal quality will be utilized. This is a practical aspect of determining what the future requirement is to maintain or match a current level of quality, function, and value. It does not preclude or prohibit owners, or the Boards of Directors, from making conscientious decisions to enhance or increase quality as well as other beneficial aspects derived from the selection of alternative materials. A project may require supplemental funding to augment the budgeted replacement when a more expensive alternative is desired or required. A thoughtful review of the current materials used for a building and the historic performance (i.e. durability, maintenance, suitability of purpose) of that material may often lead to a conclusion that what has been used is not necessarily the best alternative to use moving forward when it is time to be replaced. Technical feasibility is often a hurdle that cannot be overcome at any cost, followed closely by economic feasibility, or affordability. These constraints will limit the realm of practical choices to be considered.

While it is unrealistic to expect Rolex value from a Timex product, it is equally unrealistic to attempt a betterment of a Timex into a Rolex. Both may be worn on the wrist and tell time (function), but accuracy and durability can be measured, whereas perceived style and pride of ownership are subjective. And clearly there is a cost component to the comparison of one alternative to the other.

"Sometimes you pay more to get more, but it is also possible to pay the same to get more, and in the best circumstances you can pay less to get more."

Historically, the terms "value methodology" and "value engineering" have been misunderstood to connote negative perceptions about cost cutting and sacrifices to reduce overall cost by giving up something – quantity, quality, or performance. And many newcomers to the process are surprised to learn that not all suggestions result in an initial cost savings. To the contrary, good VE should encourage looking for opportunities to enhance and improve projects, even at an increased initial cost, if and when that added cost brings more value to the project. Properly conducted value analysis on a function by function basis will often indicate opportunities to recommend betterments or enhancements – these are recommendations and not mandates. An owner deserves to be introduced to the possibilities of spending a little more to get a lot more, or spend the same for something that will last longer or reduce the cost of ownership. Perhaps a product that has a higher initial cost is accompanied by a longer economic life span, a much lower operational cost such as energy savings, or perhaps significant reduction in maintenance requirements. Any of these values may benefit the owner to yield a lower life cycle cost, or reduced total cost of ownership. Sometimes you pay more to get more, but it is also possible to pay the same to get more, and in the best

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circumstances you can pay less to get more. This type of analysis generally requires a degree of open-mindedness and a much longer term look at life cycles to make appropriate comparisons and evaluations. The possible benefits and the ability to put tangible, quantifiable values on these alternatives can be elusive. And even when the "value" is demonstrable, the perceptions from weighing the merits because it is "different" are often difficult to overcome. A lot of resistance can be found when aesthetic changes to the status quo are presented. When the "pay back period" appears to be too long, the short term interest often prevails over the longer term perspective.

A reluctance to try something new is common. The sales pitch, so to speak, is often resisted simply due to the lack of familiarity of changes in options.

Value engineering in the replacement of common elements require us to define the terms as they apply to our circumstances.

Full Definition of betterment (n.):

1. a making or becoming better

2. an improvement that adds to the value of a property or facility

Full Definition of enhance (v.):

1. to increase or improve (something)

Both terms are defined with the objective of "improvement", but betterment purposely addresses "value". So what is value?

Full Definition of value (n.):

1. a fair return or equivalent in goods, services, or money for something exchanged

2. the monetary worth of something : market price

3. relative worth, utility, or importance ‹a good value at the price›

The third definition is the relevant one for our discussion of replacement. Relative worth is potentially subjective, but the utility should never be subjective – it performs its function or it doesn't. Importance requires a hierarchy of choice so that one characteristic is equal to or better than that offered by another. The suitability of purpose should be clear cut even when comparing definable functions. So, to "enhance" may be to improve without adding value as in the case of replacing something that is technologically obsolete, but replacing it with the newer product doesn't add value or increase functional capability. Enhance might also be adding more of the same; for instance an additional playground is not necessarily a better playground or a safer playground, but if the initial playground was too small or too remote for all community users, a new one is both an enhancement and a betterment.

Technology improvements have brought unprecedented choices to the world of building materials. Simultaneous developments in social expectations have also brought change and opportunity. Over the past three decades an industry-wide sea change toward sustainability in building construction and operation has lead to more stringent industry standards and national code requirements for content of recycled materials, reducing energy consumption, recyclability after the economic life has been fulfilled and other goals and objectives.

Fiber cement siding that looks like cedar shakes. Recycled plastic decking that looks like wood. Fiberglass window frames and sashes that outlast wood and vinyl and are as strong or stronger. These are some of the numerous examples of product development that offer choices over the traditional or original products and materials many aging communities were constructed with. While many products are designed to mimic more classic or traditional materials, there are numerous technologies that are new or in the infancy of mainstream acceptance. Much of these are driven by the higher standards in energy consumption, sustainability, and compliance with more stringent codes. Many are driven by public demand for more durability and less maintenance. The advent of LED (light emitting diode) lighting is surpassing compact fluorescent technology which only a few years ago was itself viewed as the new kid on the block to replace incandescent fixtures. The point being, more and better choices to perform the same functions exist and should be viable considerations to the normal replacement of components that are at the end of their normal life expectancy. This is opportunity knocking; and Boards should be encouraged to answer the knock when

cont. on next page...

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Attorneys-at-Law

Paul E. Thomas, Esq.

Leilani A. Adams, Esq.

Rodney D. Malouf, Esq.

Stephanie K. Miranda, Esq.

4176 S. Plaza Trail, Suite 128
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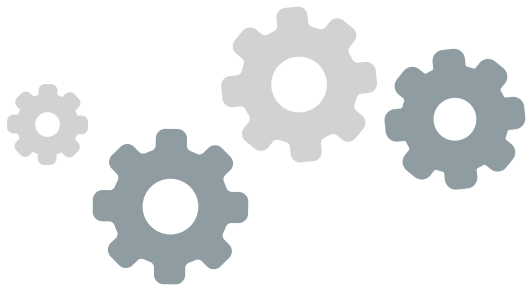


undertaking replacement projects. Answering the knock doesn't have to end with inviting them in – but at least see who or (in this case) what is there. It doesn't have to be a long and laborious effort to explore. Take advantage of good professionals. Use a professional that will work with you to identify the potential when it exists. If you're using unbiased professionals you will get a palette of choices. If you're relying on the salesman, you will get his current offerings and not necessarily all of them available items to consider.

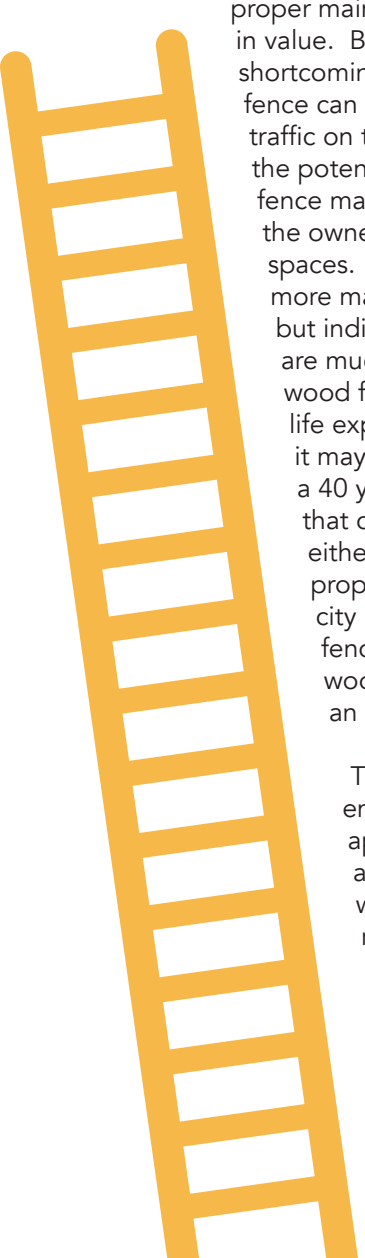
Changes in the technology for design and manufacturer of building materials and products and the evolution of the building code are reason enough to be exploring the use of "new and improved" materials. For many of the components, there are simply more and better choices than what existed when the property may have originally been designed and constructed. Improved products lead to better systems and assemblies. These improvements are not always readily integrated into an existing building, but sometimes they can be. A better window may be installed in what is by current standards an inferior exterior wall. It is still a better(ment) window than the predecessor, but its role in the overall exterior envelope is of limited enhancement from a whole building performance perspective. It may offer energy savings, but it may sacrifice in other areas due to constraints of the opening and wall it is being installed in. Staying current with developments in any industry is a challenge, and all the more so if it is an industry the Boards of Directors are not already intimately familiar with. Any normal replacement project for a typical community should be undertaken with the guidance of knowledgeable consultants. Hiring a design professional to prepare plans and specifications for bid documents provides an opportunity to gain insight into these new products and materials. The pros and cons of considering changes in products should allow the decision making to proceed with two guiding objective criteria; 1) does the new (or alternative) product meet or exceed the performance of the existing product, and 2) does it have a lower life cycle cost? The more subjective issues are still difficult to gain consensus on; 1) does it look better than what we have; 2) will this reduce our maintenance, and 3) is it suitable for use functionally? Many communities are not intimate with their maintenance costs. It's left to the Board and the manager to execute within a budget that may not be separated from other operating expenses and therefore is much harder to evaluate.

"Changes in aesthetic outcome are usually the most difficult to demonstrate to project stakeholders."

So when does it make sense to pursue a betterment or enhancement? When the objective criteria is clearly in favor of the alternative that exceeds the current material in performance and price. Changes in aesthetic outcome are usually the most difficult to demonstrate to project stakeholders. People have diverse tastes and there is no definitive way to persuade different personalities that a different look is a better look.

A recent project for a community included the replacement of exterior wooden common stairways. They explored the choice of pressure treated lumber decking against two possible man-made materials. Based on initial cost and life cycle cost considerations they elected to stay with the pressure treated decking and conscientiously accepted the maintenance and life cycle expectations that came with it. The same project was also replacing the railings. The choice of a newer solid vinyl railing system was opted for. The Board accepted the initial higher cost of the vinyl product over a pressure treated lumber replacement to the existing with a similar wood railing. This was determined more on desired aesthetic improvements over the lumber and knowing that the maintenance of the vinyl and normal life expectancy was superior to the lumber. Same Board of Directors, same project, different components, different selection criteria, based on perceived value. This community was not undertaking the replacement of all of the stairs on numerous buildings at one time and knew that the phasing of the work would leave a temporary condition of very different appearances until the new railing style was in place on all of the buildings. That had genuine push back from the owners that were not included in the initial phase of replacement. The function of the stairs and the railings is no different than the original construction. Better the function of safety was enhanced over the original stairs. Objectively the project allowed the community to update these components to comply with current building code requirements (not previously met), provided a significantly lower maintenance requirement, and a longer lived product for the railings at a lower life cycle cost. Subjectively the appearance of the community has been improved which may have measurable increases in property values and shorter listing times for those owners that have sold since the project was completed. The railings represented a clear betterment over the wood alternative for the Board of Directors. It came at a higher initial cost than the wood, but will provide a lower total cost of ownership through a longer economic life and lower maintenance and repair.

Another community with a 3 feet tall aluminum picket perimeter fence that is only a decade old is considering replacing that fence with a 6 feet tall fence of either vinyl posts, rails and boards, or cedar boards on pressure treated posts and rails. The existing fence is not worn out or damaged, but the community feels the existing fence is not providing the function they expect from a perimeter fence. The change in height might be construed as simply an enhancement if the use of a similar aluminum picket style was being proposed. Same length and style of fence, only taller. The change from a metal fence that has an economic life expectancy of up to 40 years to a wood fence with a life expectancy of maybe 20 years with proper maintenance seems like a reduction in value. But what are all of the benefits and shortcomings of the wood fence? A taller fence can add noise reduction from the traffic on the adjacent street and reduce the potential of trespassing. A wood board fence may provide better visual privacy for the owners enjoying their outdoor living spaces. A wood fence certainly can be more maintenance intensive than metal, but individual sections that are damaged are much more easily repaired. The wood fence may have only half of the life expectancy of the metal fence, but it may only be half the cost; therefore a 40 year comparison might indicate that cost is not a clear advantage for either fence material. But what if the property is in an historic district and city restrictions limit the choice of fenced enclosures to just metal? Both wood and vinyl fences are no longer an option to consider.

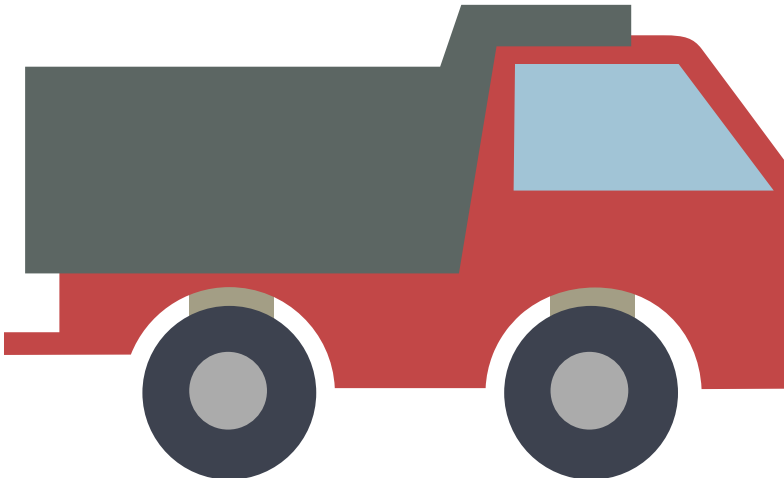


The value methodology, whether employed as a fundamental approach in initial design, or as a distinct process performed when contemplating a building recladding or renovation project, has the potential to enhance (increase or improve), or be a betterment (add value), or both. The goal should be to explore the alternatives and make a selection that satisfies the parameters of function, safety, budget, and where appropriate aesthetics. The priorities should be established by the owner (Board). In the end it is the owner's perceived value that must be satisfied.

Define the functions to be fulfilled, consider the alternatives, compare the pro's and con's of the alternatives, accurately calculate total cost over a comparable time period and then select the choice that offers the greatest "value" as determined by the advantages.

For more information on value methodology, value analysis, and value engineering visit the homepage for SAVE International at www.value-eng.org.

Philip Pointon is a licensed architect in the Commonwealth of Virginia and has practiced professionally for over 28 years including value engineering studies for numerous DoD construction projects. Philip is also a Reserve Specialist with *Miller + Dodson Associates* performing Replacement Reserve Studies and Transition Studies for communities throughout the eastern U.S. for more than 15 years. Philip has been a featured speaker at various educational forums for SEVA-CAI and is a past contributor to the *Currents* publication.



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Colonial Heritage Homeowners Association

Newsletter of the Year - "The Chronicle"

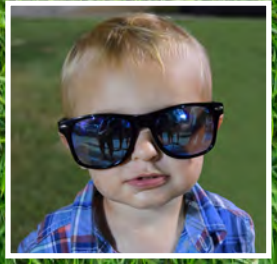
- CONGRATULATIONS -

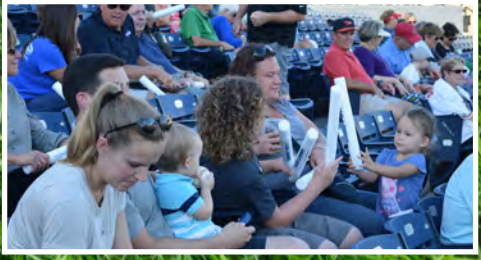
William M. Jones

Community Association Volunteer of the Year

Mr. Bill (or "BJ" as many neighbors call him) has been a homeowner in Chimney Hill since 1988. He is a 69 year YOUNG retired Veteran of the United States Navy and a mechanic by trade. Mr. Bill is a friend to all of his neighbors. He is extremely helpful with whatever project is going on, whether it is one of his neighbors or the community association. He is always willing and able to lend a hand no matter what. Mr. Bill plays the role as mentor for all the new homeowners nearby and teaches them the ropes of living in an association. The compassion he shows to people is an inspiration for us all.

Community Family Day at Harbor Park





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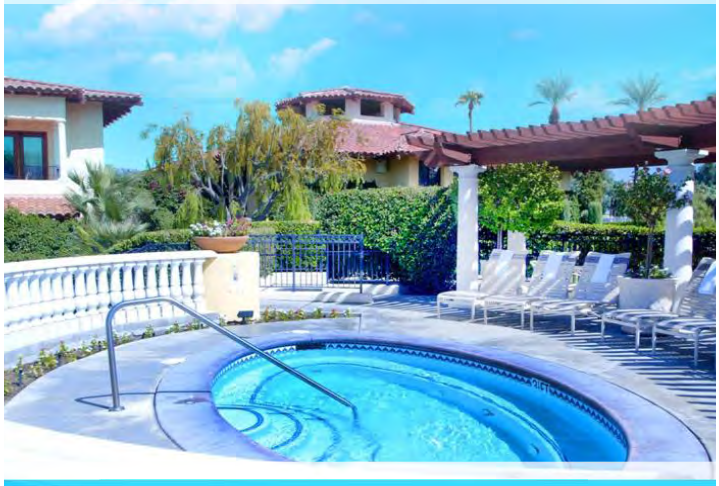

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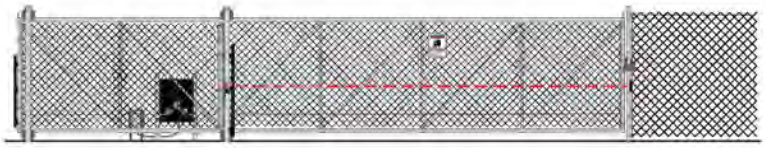
Slide Gate Design

and the UL 325 Standard / ASTM F2200

COMPLIANCE TO THE UL 325 SIXTH EDITION & ASTM F2200-14 STANDARDS, UPDATED JANUARY 12, 2016

What changes in UL 325 should I be concerned about?

Some of the changes that came into effect January 12, 2016 are simply clarifications. One changes the way an automatic gate installation is made "people safe." Here is a synopsis. If your gate operator was manufactured between March 1, 2000 and January 12, 2016, you must protect pedestrians by adding at least one external safety device like a photo eye or "bump" edge, presumably for the opening and/or closing direction or where serious danger of entrapment exists.



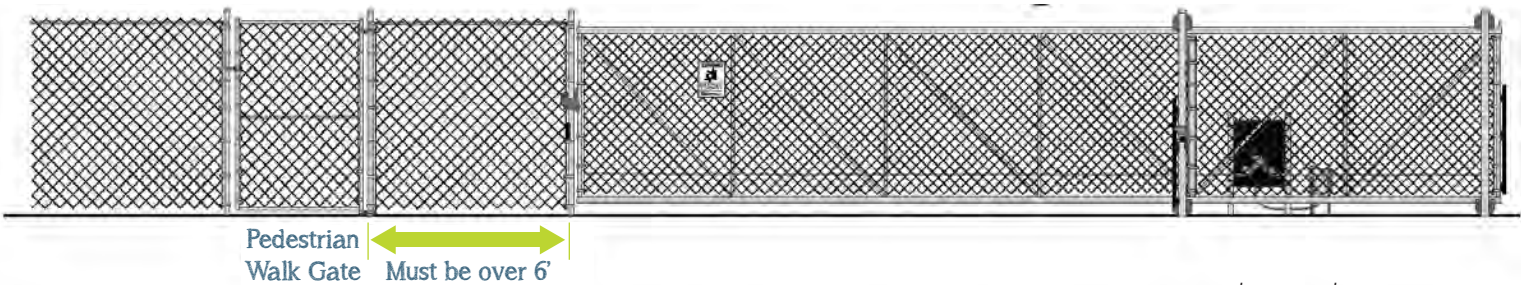
If manufactured after January 14, 2016, at least one external safety device like a photo eye or "bump" edge, MUST be added for BOTH the opening and closing directions. Where the danger of entrapment exists, adding the pictured guarding to the area is required. Additionally, the safety devices must be monitored. This means that if they are absent or not working, the gate operator will not function.

This article is designed to help you understand what is required for an automatic gate installation to comply with the safety standards. The information will also act as a guide for Safety Upgrades to existing slide gates.

An often overlooked item required in the UL 325 & ASTM F2200 standards is a separate access point or walk gate for use by pedestrians. If the gate can be walked around (there is no fence or limiting factor preventing it) no walk gate is required.

Automatic Gates are for Vehicular use only!

They are NOT intended for use by pedestrians, although they must be guarded to prevent harm to pedestrians. Multiple monitored entrapment protection devices must be a part of the system. No gate or controls can be located within 6 feet of the gate except those controls specifically designed for use by Emergency Responders (like a Knox box.) The gate operator must be listed by UL or another approved testing and listing service. Industry standard warning signs must be visible on both sides of the gate. Rental units, apartment complexes, self storage facilities, etc., should add the information from the sign to their rental agreement and have each tenant sign that they received the Gate Safety information. The inherent and external entrapment protection devices must be tested monthly.



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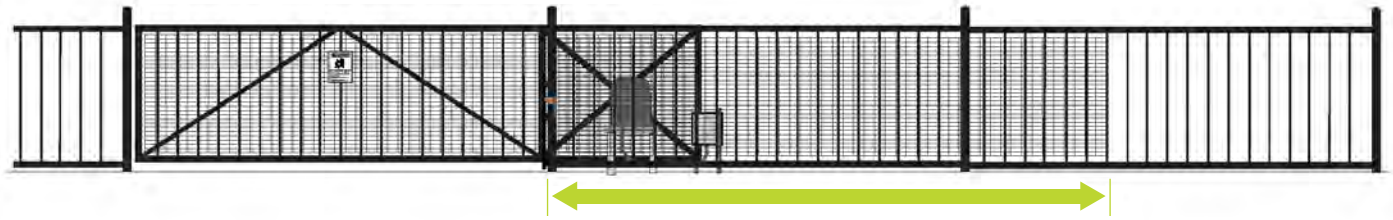
Screening Requirements

Complete length of the gate, screened to 6' above grade



Equal to the entire length of the gate, screened to 6' above grade

The UL 325 & ASTM F2200 standards specify that any Automatic Slide Gate must be designed or screened so that a 2-1/4" sphere (standard cue ball or raquetball) cannot pass through the gate (entire gate including the counterbalance or tail section) and the entire fence next to the gate, for the entire length of the gate in an open position. Chain link fence fabric meets the standard. Where mesh screening is not acceptable for some ornamental picket gates, the picket spacing can be close enough to meet the standard (less than 2-1/4".) In most cases, the tail section of those gates are screened with mesh fabric. This applies to slide gates only (not swing gates.)

Picket spacing less than 2-1/4" in main part of gate, screened to 6' above grade in tail section

Minimum of entire length of the gate, picket spacing is less than 2-1/4" to 6' above grade

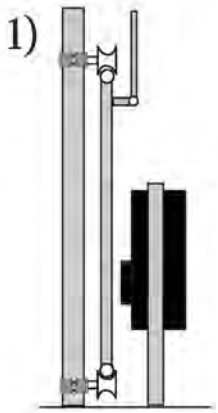
Cantilever Slide Gate

It is important to know what type of Cantilever Slide Gate is used at a particular site. The three most common are:

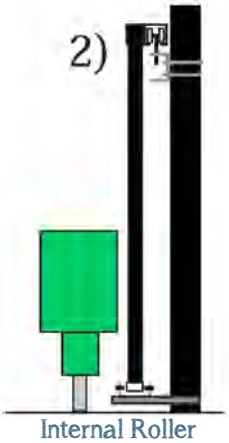
1) External Roller Gate (ATMS F1184, Type II, Class 1), typically fabricated from galvanized round, steel pipe.

2) Internal Roller Gate (ATMS F1184, Type II, Class 2), usually made from square, tubular aluminum

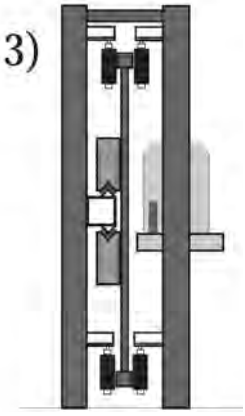
3) Monorail (V-Wheel), typically made from painted, square tubular steel. Monorial Gates are very common at Self Storage Facilities.



External Roller Cantilever Gate



Internal Roller Cantilever Gate



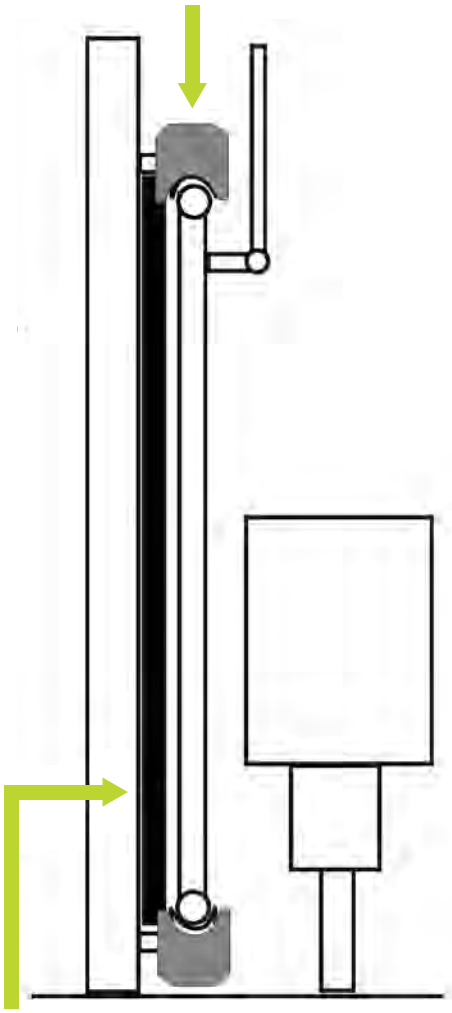
Monorail "V-Wheel" Cantilever Gate

Roller Covers and "Cavity Bars"

The UL 325 & ASTM F2200 standards specify that any exposed, weight bearing roller below 8' above grade must be covered or guarded. The rollers are guarded by design on Internal Roller and Monorail Gates. Exposed cantilever wheels must be guarded on External Roller gates.

The UL 325 & ASTM F2200 standards specify that potential pinch points and areas of potential entrapment must be eliminated by design or guarded. All stationary items like walls, posts, etc. must be less than 2-1/4" or more than 16" away from the moving part of the gate. Gate operators and their mounting posts are excluded. The most common and overlooked area is between each Gate Roller Post and the gate. 2" galvanized "cavity bars" are typically welded in place once the gate is installed.

Roller covers or guards are required on all exposed, weight bearing cantilever rollers both top (below 8' high) and on bottom rollers.



Cavity Bars are required to close off the area between the moving part of the gate and the stationary gate post. The gap must be less than 2-1/4" (or over 16") Roller covers or guards are required on all exposed, weight bearing cantilever rollers both top (below 8' high) and on bottom rollers.

Entrapment Devices

In addition to the Inherent Entrapment Devices built into each gate operator by the manufacturer, UL 325 requires that one or more Monitored contact or non-contact sensors shall be utilized for both the opening and closing directions, located where the risk of entrapment or obstruction exists. Please refer to the diagrams below for possible locations.

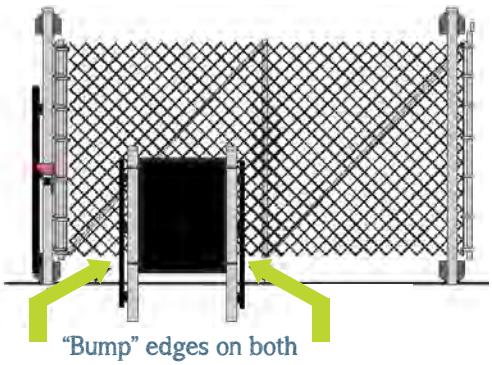
Actual site conditions will determine the number of External Entrapment Devices required. At least two are required (one for opening and one for closing.) Each site may be different.

Recommendations for placement of External Entrapment Devices vary widely from manufacturer to manufacturer. Please contact a Professional Gate Operator Installation firm to assure that your system meets the UL325 Standard and ASTM F2200 recommendations. Possible locations:

"Bump" edge on the "tail" of gate. (open obstruction)

Photo eye across gate opening (close obstruction)

"Bump" edge on the Front Gate Roller Post. (open obstruction)

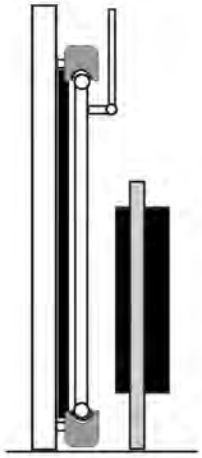


"Bump" edges on both sides of the gate operator.

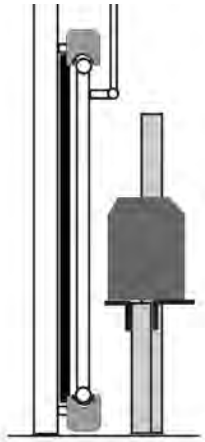
Fall Over Prevention

The UL 325 & ASTM F2200 standards specify that design must prevent the gate from falling over beyond 45 degrees if it becomes disconnected from its mounting posts or hardware. In some instances, a separate post must be added. The added post must be over 16" from the moving part of the gate.

Fall over post added 16" away from the gate.



The operator posts here provide the necessary fall over prevention.



One of the operator posts may be extended to provide the necessary fall over prevention.

General

(not required by UL 325 or ASTM F-2200 but highly recommended):

If privacy slats, large or multiple signs, screening or solid panels are to be added now or at a later date, the gate operator & gate design will be quite different from an "open air" gate. Please bring this to our attention, asap.

NOTE: Reference to ASTM & UL standards is not meant to infer or imply that the equipment alone will provide a finished system at the site that is compliant with either. Design components which include compliance from the fencing contractor, the owner and other site vendors may be required.

Submitted by:
Chuck Leavines, CAGSD, DCAV of *Mid-Atlantic Entry Systems, Inc.*

Prepared by:
Dan Cone of *C-GATE ENTRY SYSTEMS, LTD.*

WARNING (requirements of UL 325, Sixth Edition and / or ASTM F-2200-14):

- If manufactured after March 1, 2000, the gate operator must be listed / labeled by a Nationally Recognized Testing Laboratory (NRTL) such as UL or ETL.
- Slide gates must be easily operated manually in order to be automated. An automatic gate operator will not compensate for a gate that is difficult to operate by hand.
- Gates must be level and if disconnected from the operator, the gate cannot move due to the force of gravity alone.
- Slide gates must have permanent stops at the limits of gate travel.
- The gate must be designed with sufficient lateral stability to assure that it enters the receiver (gate catch.) We recommend that slide gates over 24' opening size be built with an outrigger.
- Because motorized gates are for vehicular traffic only, a separate access point or walk through gate must be supplied for pedestrian use.
- Monitored external sensors must be installed for pedestrian protection across the gate opening while CLOSING and for the gate travel while OPENING. The gate will NOT operate without them!
- No gate controls or walk gates can be located within 6' of any moving part of the gate except controls specifically designed for use by First Responders (Knox box, etc.)
- The entire length of a slide gate, including the tail section & any fence beside it, for the entire length of the gate in its open position must be designed or screened to 6' above grade so that a 2-1/4" sphere may not pass through (chain link fabric meets the standard.) Ornamental gates with vertical pickets 2-1/4" apart or more MUST be screened.
- All potential pinch points and areas of potential entrapment must be eliminated by design or guarded. All stationary items like walls, posts, etc. must be less than 2-1/4" or more than 16" away.
- Design must prevent the gate from falling over beyond 45 degrees if it becomes disconnected from its mounting posts or hardware.
- Cantilever gates must have roller covers on exposed, weight bearing rollers less than 8' above grade.
- The gate must have a smooth bottom, no pickets can extend below the bottom rail.
- The gate receiver (gate catch) cannot extend into the gate opening.
- Warning signs must be clearly visible on both sides of the gate.

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THE Pros & Cons OF FHA Approval

By **Susan E. Rodriguez, AMS® PCAM®,** *The Algonquin House Condominiums*

First, a little history, which may help make some sense of the HUD/FHA approval situation we find ourselves in.

The U.S. Housing Act was passed in 1937. The Department of Housing and Urban Development Act of 1965 created HUD as a Cabinet-level agency. FHA, the Federal Housing Administration, was established in 1934 and became part of HUD's Office of Housing in 1965. Contrary to popular belief, FHA doesn't actually loan money for mortgages. It provides mortgage insurance on loans made by FHA-approved lenders. The lenders bear less risk because FHA will pay a claim to the lender if the homeowner defaults.

When the FHA was created in 1934, during the Great Depression, the housing industry was flat on its back. Terms were difficult to meet for homebuyers seeking mortgages, and mortgage loan terms were limited to 50% of the property's market value, with a repayment schedule spread over three to five years and ending with a balloon payment. America was primarily a nation of renters – less than half of households were homeowners.

During the 1940s, FHA programs helped finance military housing and homes for returning veterans and their families after World War II. In the 1950s, 1960s and 1970s, the FHA helped to spark the production of millions of units of privately-owned apartments for elderly, handicapped and lower income Americans. When soaring inflation and energy costs threatened the survival of thousands of private apartment buildings in the 1970s, emergency financing from the FHA kept cash-strapped properties afloat.

Following the financial crisis and subprime mortgage mess of 2008, it came to light that some condominium projects which were initially approved back in the 70's and 80's had never been looked at again as to their qualifications to maintain HUD approval. The FHA insurance program was backing about twice as many mortgages as it was originally designed to do, leaving the program with much greater loss exposure than was financially wise, and inspiring HUD to revisit its condo project approval program and implement the recertification process.

So, until 2010, all condominiums that had been approved at some point thought they still were, because approval had typically been obtained by the developer during development and no one was aware that the approval ever expired. And if a condominium project wasn't approved, that wasn't too much of a problem, because lenders were allowed to do FHA "Spot" approvals, meaning that they had the ability to approve a single loan on a condo unit in a project that wasn't on HUD's "approved" condominium list. I'm sure I am not the only Manager who remembers lenders contacting me at the last minute with an urgent need for me to fill out an approval questionnaire (sometimes while the buyers were sitting at the closing table!) The "Spot" approval program was eliminated in 2010. Following the discontinuation of the program, in order for a unit in a condominium project to be eligible for FHA-insured financing, the project itself had to be on HUD's approved condo list. And all approved projects have to be recertified every two years.

The question then became – did existing condominiums really need to be HUD approved? And if so, why? And if so, who was responsible for getting them approved? And … how much does it cost? Who is responsible? Who is going to do the work? How long does it take?

The short answer to those questions is the Board, and by extension, the manager. In response to need, a number of FHA approval companies came into existence. For a fee, they will submit the approval package and track it through the process. But the burden is still on the association (manager) to supply all the documents, respond to all the questions, etc.

There are also mortgage companies who may assist associations in the approval process. When preparing the approval package for The Algonquin Association, I received invaluable assistance from Sarah Steadfast and Jean Brackins at TowneBank Mortgage, at no expense to the association. They shepherded our package through the approval process.

Sarah and Jean provided a list of all the documents required, and it took a couple of weeks of concerted effort to pull everything together. Some things were more difficult to locate or obtain than others, like the original recorded plat and the FEMA Flood Map. After a couple of weeks working on it here and there, I shut my office door for a couple of days and devoted myself to getting the package finalized. When I had it ready to go, my ecology-minded, waste-hating self said "You don't need to make a copy, you have all of these documents." But my pragmatic self jumped right in with: "Are you serious? MAKE A COPY!" Fortunately, I listened to that second voice. That way, when the HUD/FHA examiner said they needed something, instead of arguing that I had already provided it (which I had), or trying to remember what file I had pulled it from, I just pulled it out of the package I had so wisely kept a copy of and sent it to them. From the time a package is submitted, approval can take three to four months, or more, depending on how many times it gets put on "hold" for more information.

Here is a list of the documents you will need (it is a lot of documents!): Financial Documents: Current year's budget; Previous year's actual year end results (Income and Expense Statement); Current Balance Sheet (dated within the last 90 days); Reserve Study (required if budget is deemed inadequate to support the project); Management Agreement; FEMA Flood Map (must be official FEMA Flood Map, and must identify the location of the project on the FEMA Flood Map (flood certification is acceptable to augment the FEMA Flood Map but cannot replace it); LOMA, LOMR, or Elevation Certificate; Evidence of Required Insurance Coverage (minimum coverage must comply with HUD standards: Master Flood Insurance Policy (if applicable); Liability Insurance; Hazard Insurance – Master Policy; Fidelity Bond Insurance; Current Declaration pages for all policies; Condo legal documents and all amendments thereto: Recorded plat map indicating legal description; Recorded covenants, conditions and restrictions (CC&Rs)/Declaration/Master Deed; signed and adopted Bylaws (if State law does not require signed Bylaws, provide copy of applicable State statute); Articles of Incorporation, Articles of Association or Condominium Trust filed with the State (if State law does not require incorporation, provide copy of applicable State statute); recorded condominium site plan; the completed Condominium Approval Cover Letter/Document (one of the additional required pieces of information for this document is a listing of investor owners.)

We have not yet gone through the recertification process. Hopefully, pending legislation will make this less burdensome than the original process. See Jeremy Moss's article on this subject, (on the next page), for more information.

Susan E. Rodriguez, AMS® PCAM® is an Association Manager with *The Select Group, Inc*, and Onsite Manager for The Algonquin Association. She served on the SEVA-CAI Board of Directors from 2000-2004, serving as Chapter President in 2004. She has been an active member of many SEVA-CAI Committees, and currently serves on the Newsmagazine Committee.

Changes to FHA Prompt a Need to Reexamine Approval Eligibility

COULD YOUR ASSOCIATION QUALIFY?

By **Jeremy R. Moss, CCAL®**, *Vandeventer Black LLP*

After a summer of headlines dominated by partisanship in Washington, Congress offered a (brief) reprieve, unanimously approving the Housing Opportunity through Modernization Act. Once signed, the Housing Opportunity through Modernization Act will require significant changes to the Federal Housing Administration's (FHA) condominium approval process.

Among those changes are requirements that FHA:

- establish a recertification process that is less burdensome than the process for initial certification;
- stop rejecting condominium certifications based on the provision for transfer fees (for association operations);
- lower the owner-occupancy limitation from 50 percent to 35 percent; and,
- provide flexibility for condominium projects developed with a commercial component.

Once the Act is signed by President Obama, we can expect an overhaul of the FHA certification process. Although changes to the approval process should open the door for additional condominium projects to be approved, the FHA condominium financing program is still not available to all projects. And, certification can be costly. Community association volunteer leaders and managers must remain educated about requirements for project approval to determine whether their own condominium community may qualify for approval.

Below is a summary of important FHA requirements (as of July 26, 2016) that must be satisfied for approval by FHA. Before embarking on any certification effort, it is important to review the most significant requirements to reduce potentially wasted certification efforts and costs:

- Condominium must include at least two or more units;
- No more than 25% of the total floor area in Condominium can be used for non–residential or commercial purposes;
- No more than 50% of the units may be owned by a single investor or entity;
- No more than 15% of the total units can be in arrears more than 60 days (not including late fees or administrative expenses);
- At least 50% of the units must be owner-occupied;
- No more than 50% of units are secured by FHA-insured mortgages;
- Association budget must provide funding of replacement reserves at an amount equal to or greater than 10% of the total budget;
- Reserve funds must be adequate (covering at least all insurance deductibles and the next two years of anticipated repair and replacement projects);
- Association must be covered by hazard, flood (if in 100-year flood plain), liability (insuring all common elements and other public areas) and other insurance required by Commonwealth of Virginia in amounts requirement by FHA; and,
- Condominium instruments must prohibit the transient leasing of Units (defined as leasing for a period of less than 30 days).

With these basic requirements in mind, volunteer leaders can be prepared to determine if FHA approval is an option to consider for the Condominium. And, don't be discouraged. If a condominium project does not currently satisfy all requirements for approval, change is on the way.

Jeremy Moss is Of Counsel to *Vandeventer Black LLP*, a fellow of the College of Community Association Lawyers, Vice Chair of the Virginia Legislative Action Committee of CAI and a member of SEVA-CAI's CA Day 2017 Committee.

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WHAT IS THAT SMELL?

By **Rebecca Shultz**, Marketing Director, *Peerless Carpet Care and Restoration Services*

One of the most trying issues faced by property managers are complaints about "bad" smells. Does the hall smell a little musty after the rain? Is that pervading pet odor in the lobby back again? Is there one person referring to a fragrance that no one else can detect? It can be very frustrating.

An odor or fragrance is caused by one or more volatilized chemical compounds, generally at a very low concentration, that humans or other animals perceive by the sense of olfaction. There are olfactory nerves within our nasal passages which contain receptors. Human receptors can detect one odor molecule among millions. The exact number of receptors that one possess can vary between people, thus we truly can have different "senses" of smells. On the average, men can identify 3,000 to 5,000 distinct odors, while women can detect close to 10,000.

Common odors that people are used to, such as their own body odor, are less noticeable to individuals than external or uncommon odors. The process of getting "used" to a smell is called habituation. After continuous odor exposure, the sense of smell fatigues quickly, but recovers rapidly after the stimulus is removed. So people will get used to a smell while they are in an area, but be affected again after they leave and return.

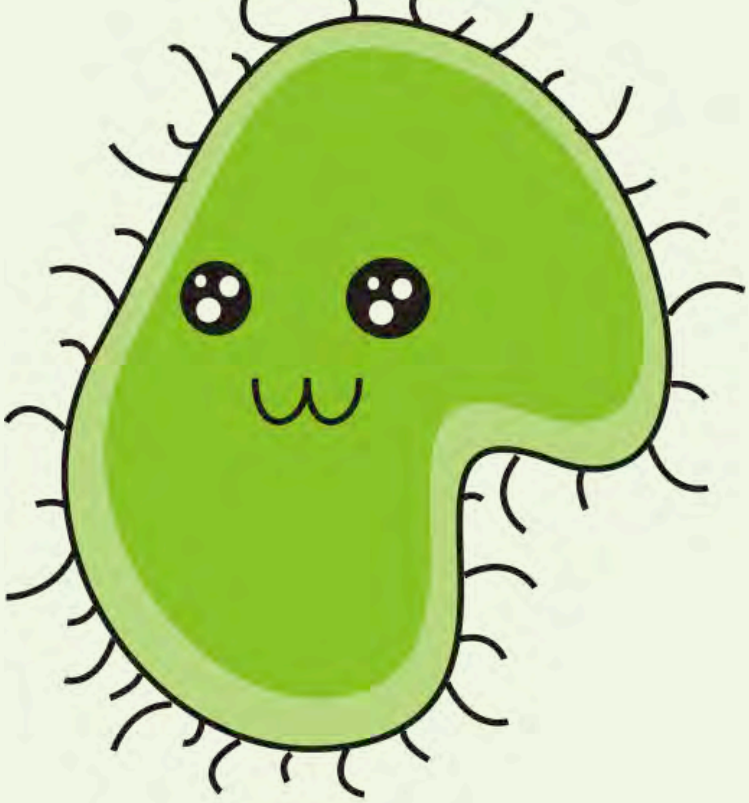
In addition, our olfactory nerves actually end directly at the brain, so the connection between smell and memory is stronger than any other of our senses. This is the reason that a fragrance can vividly recall a memory, or a memory can recall a smell. Because of this, many perceived odors can be psychological in nature or their intensity exaggerated by memory. The connection between smell and memory is so strong, one's brain can often not tell the difference.

When dealing with reports of odors it is not a bad idea to have multiple people "smell" the area to ascertain the extent of the problem. Remember it is quite easy to get habituated to a smell and no longer be able to detect. In addition, people really do have different number of olfactory receptors, so if you can't smell it, other people may be able to.

Different odors are categorized by their "primary smell". This standard is often used when describing odors. Here are the different odor categories:

- Musky – perfumes/aftershave
- Putrid – rotten eggs
- Pungent – vinegar
- Camphoraceous – mothballs
- Ethereal – dry cleaning fluid
- Floral – roses
- Peppermint – mint gum

What makes an odor offensive? Often anything foreign, thus not "habituated" or anything that is present at higher than normal level is often considered "offensive" or a "pollutant". An offensive odor is really any odor that the person involved does not like. Common causes of offensive odors are: human or animal waste, human or animal body odors, skunk, smoke or soot, decomposition, cigarette smoke, mold or mildew, tear gas, fuel, chemical residue, garbage or other waste, and cooking odors. Environmental factors may exacerbate odors. High humidity increases the perception and detection of odor because more particles can dissolve in water vapor and readily reach nasal receptors. Increases in heat can also lead to particles aerolizing quickly and becoming more



easily detectable. All of this also depends on the source of the odor. The more volatile a substance is, the faster the rate of evaporation, and the more easily the odor is to detect.

So how to you breathe easy again? In order to control unpleasant odors one should follow the Principles of Deodorization as outlined by the IICRC (The Institute of Inspection, Cleaning and Restoration Certification):

- Eliminate the Source: Locate and remove.
- Clean the Source Area: Clean all surfaces exposed to direct contamination.
- Recreate the Conditions that Caused the Contamination: Deodorize by recreating the conditions of Penetration. Was the room filled with a gas or vapor that cause the offending odor? In order to penetrate all of the surfaces, you must counteract with a method such as a fog or steam that can go everywhere that the contaminant went.
- Seal the Area, if necessary: Sometimes salvageable surfaces need to be sealed in order to contain areas of contamination. For instance, the subfloor that may have been subject to pet urine may need to be sealed after treatment in order to ensure elimination of odors and prevent future contamination.

This may seem like a lot of work, but you don't have to go it alone. If you have areas of your property that have that "not so good" smell, there are professionals available that eliminate the odors and help you breathe easy again.

Rebecca Shultz is the Marketing Director for *Peerless Carpet Care and Restoration Services*. In her alternate professional life Rebecca is a working musician, performing in both bands and as a solo artist.

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CAI'S POLICY ON TRAINING FOR COMMUNITY ASSOCIATION BOARDS OF DIRECTORS

By **Dawn M. Bauman, CAE**, SVP Government Affairs, *Community Associations Institute*

On August 18, 2016, Community Associations Institute (CAI) Board of Trustees approved a new public policy to address the issue of training for community association board members.

Being elected to your board of directors of your condominium, coop, or homeowners association is serious business. Nearly every state in the U.S. has law governing the authority of boards of directors of community associations. Community associations are governed by neighbors – homeowner volunteer leaders who are elected by and accountable to their neighbors to set policy for the community association.

The education of members of governing boards of community associations concerning their roles and responsibilities is essential to a well-functioning community. As a result, CAI finds education of governing board members to be critically important.

For state or local governments exploring the idea of legislating education of community association board members, CAI encourages any mandated education requirement to focus on incentives and tools to encourage boards to utilize existing industry tools to achieve educational goals rather than create new processes or burdens.

For the 2.35 million community association board and committee members working an estimated 80 million hours collectively to serve their communities, CAI strong recommends these communities voluntarily adopt the following practice:

- Within 90 days after being elected or appointed to the board of a community association, each newly elected or appointed board member should certify in writing to the secretary of the association that he or she has read the association's declaration, articles of incorporation, bylaws, governing documents, rules and current written policies; that he or she will work to uphold the documents and policies; and that he or she will uphold their fiduciary responsibility to the association's members.

- Board members should engage in training to increase their level of knowledge, professionalism, competence and effectiveness as leaders of community associations. CAI encourages boards to receive education in the following areas: ethics and leadership, financials and reserves, insurance and risk management, rules creation and enforcement, meetings and elections, and communication, conflict resolution, and community building.

- Board and committee members' should attest, and renew annually, to comply with CAI's Model Code for Ethics for Community Association Board Members.

- Community association boards of directors should approve a resolution, renewed annually, to adopt and comply with CAI's Community Association Governance Guidelines and CAI's Rights and Responsibilities for Better Communities, and fund training programs and membership in CAI for the community association board that provides information for community association governance.

The policy was vetted through the CAI Community Association Volunteer Committee, members of the state legislative action committees, and the Government & Public Affairs Committee. Many felt the policy should clearly mandate board member education and just as many others recognized unintended consequences that may arise from a legislative mandate. The policy resulted in a compromise which strongly encourages board member training and outlines a framework.

Currently, two jurisdictions reference board member education - Montgomery County, Maryland (Montgomery County Code Chapter 10B) and the State of Florida (Florida Condominium Act 718.112(2)(d)(4) and Florida Homeowners Associations Act 720.3033). The State of Florida allows a board member to attest to reading and upholding association governing documents and policies and complying with their fiduciary responsibilities or take an approve course. Montgomery County, Maryland board members must take coursework prescribed by the County.

To read CAI's final policy,
visit us online at www.caionline.org

Who's That Baby?!

Correctly guess the CAI member in this photo to win a prize!

Send your guesses to: cariese@sevacai.org

NEED A HINT? A current photo of this baby is somewhere in this issue!

Last Issue, "That Baby" was...

Sherry Robinson
of United Property Associates

Do You Recognize this Baby?

We had NO winner this month, so don't be shy!

Send your guesses to: cariese@sevacai.org for a chance to win a $20 Visa Gift Card

COMMUNITY ASSOCIATION KEY DEFINITIONS

ALTERNATIVE DISPUTE RESOLUTION (ADR) An effective way to resolve alleged violations. It involves submitting the alleged violation to a disinterested third party who helps the parties reach an amicable solution. This person is not a judge or an expert in community association law, but can assist in the resolution of the alleged violation.

BYLAWS Bylaws are formally adopted regulations for the administration and management of a community association. Sometimes bylaws are developed as part of the declaration although usually, they are a separate document. While bylaws should be included in the original set of governing documents prepared by the developer's attorney, they are sometimes overlooked and must be created and adopted by the board after control of the association is turned over to the homeowners. Bylaws address such topics as:

- Requirements for membership in the community association.
- Requirements for membership meetings.
- Voting rights of member owners.
- Procedures for electing the board of directors; qualification of directors.
- Procedures for the board of directors to elect officers.
- General powers and duties of the board.
- Provision for indemnification of officers and directors.

DIRECTORS & OFFICERS (D&O) LIABILITY INSURANCE This insurance is designed to pay for damages arising from wrongful acts that do not lead to property damage, bodily injury, advertising injury, or personal injury. Examples of "wrongful acts" include the failure to file taxes, collect assessments, maintain replacement reserves, or deliver core services to its residents (member/owners and tenants). For instance, the board or the community association may be at fault for not fixing hand rails (someone falls and is hurt), but the result of that wrongful behavior led to bodily injury (BI), which is insured in the CGL and not in the D&O policy. On the other hand, D&O will defend the board and may pay for any settlements or judgment if an owner sued the association for not uniformly enforcing the governing documents. An insured should specifically include the community association, committee members and employees, as well as board directors and officers, whether they are elected or appointed and whether they are past or current.

PROFESSIONAL ETHICS The rules or standards that govern the conduct of members of a profession. The special expertise demonstrated by members of the profession holds them accountable to a higher standard of trust by others.

RESERVE REPLACEMENT One of the five basic maintenance programs for community associations, reserve replacement consists of replacing assets as needed from the inevitable deterioration process as they wear out or break. The basis for your reserve replacement is the reserve study and replacement fund budget. However, the maintenance needs of a replacement item may require adjustments in both your reserve study and replacement fund budget to allow you to replace the item sooner or later than originally planned. For example:

- Roof replacement
- Fence replacement

The other four types of maintenance include routine maintenance, emergency maintenance, requested maintenance, and preventative maintenance.

SEVERABILITY PROVISION A legally binding contract provision that states that if a court finds any part or clause of the contract to be illegal or invalid, that part will be separated (severed) and the remainder of the contract will remain in force, so that the whole contract need not be invalidated.

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ATTORNEYS

Inman & Strickler, P.L.C.
Michael A. Inman, Esq., CCAL®
757-486-1055
mainman@inmanstrickler.com
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LeClair Ryan, A Professional Corporation
Elizabeth L. White, Atty at Law, CCAL®
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Sarah R. Palamara, Atty at Law
757-238-7797
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NOVEMBER

3-4:
M-205 PMDP Course
Risk Management
Virginia Beach, VA

3:
Networking Event
Party with the Pros at the Annual Meeting
Virginia Beach, VA

10:
Education Program
Fight or Flight - Hot Topics
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17:
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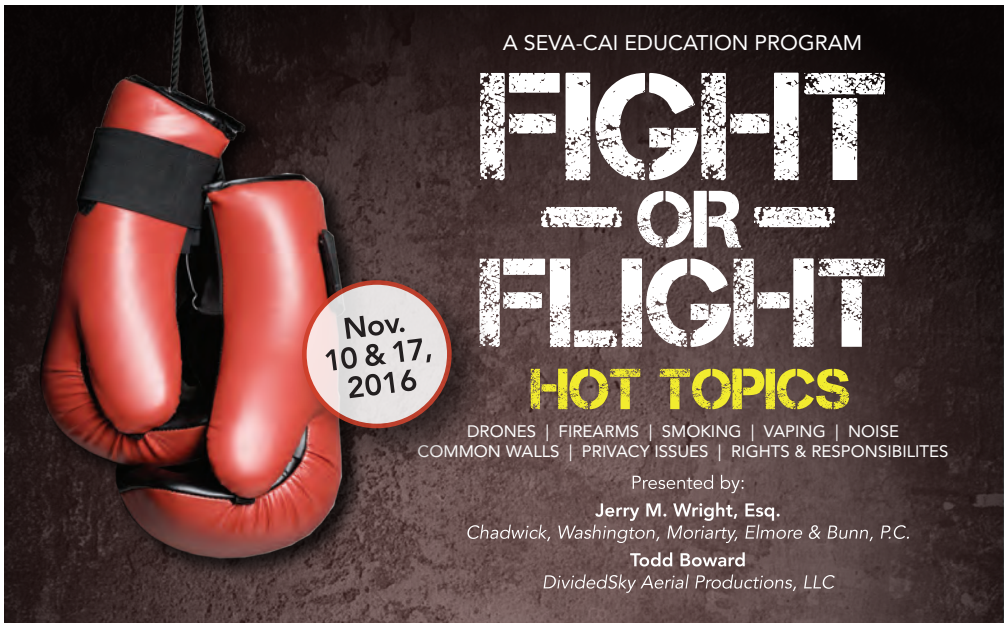
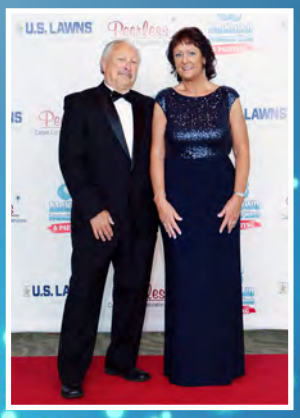
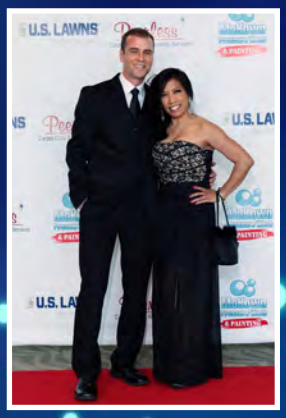
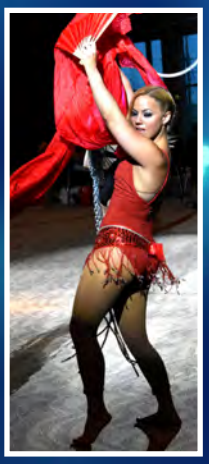


Happy 35th Anniversary SEVA-CAI!







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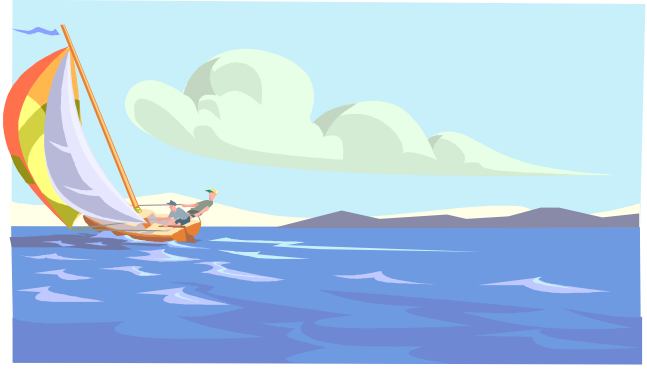
Come sail away....



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Phone: 757-534-7751
Fax: 757-534-7765
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