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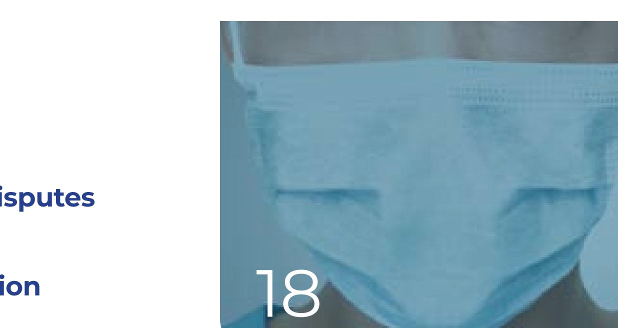

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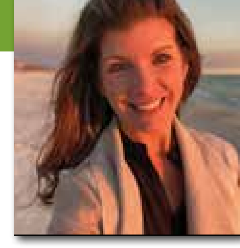
President's Letter



MELANIE PECK
Chapter President
CAI-RMC

First and foremost, I want to thank Alicia Granados for such wonderful leadership as Chapter President in 2020. It was a challenging year for all of us, and Alicia, we thank you for your poise, your patience, and your guidance as leader. I definitely have the utmost respect for Alicia and have TREMENDOUS shoes to fill! I also want to thank our outgoing Board members, Jordan Kincaid and Wes Wollenweber. Your vast knowledge, dedication and contributions to this Chapter are invaluable and will continue to positively impact our membership moving forward into 2021. On behalf of the Board of Directors, our Chapter Committees and all of our CAI Rocky Mountain membership, Alicia, Jordan, and Wes, we THANK YOU! And I am extremely excited to welcome our newly elected Board members, Karli Sharrow, Jeff Kutzer and Greg Mollenkopf!

I also want to thank our entire Board of Directors and our fantastic Committees and Committee Chairs – the years of experience, the personalities, different perspectives, the knowledge and thoughtfulness that comes together – it is inspiring to say the least. To be able to serve with these wonderful people is such a tremendous opportunity. We have 99 volunteers in our Chapter (between our Board and all of our fabulous Committees) – 99 PEOPLE – WOW! Hundreds of hours each month are spent on the betterment and elevation of the homeowner association world. Thank you to each and every one of you for your valuable input, your countless hours and your dedication!

As I think about 2020, though challenging, I see so much positivity to reflect on and to bring forward into 2021. When I joined the Board of Directors 5 years ago, education and elevation of the HOA world were my top initiatives. Though still very high on my list, there is so much to be learned from the last year. I saw our entire Chapter come together as a Community – A COMMUNITY. The support, the initiative, the camaraderie, the acceptance, the willingness to share – we became a stronger COMMUNITY which is what it is truly all about. The Committee Chairs, along with the Board of Directors, work hard each year to create an upcoming year Strategic Plan. We have 35 initiatives in the 2021 Strategic Plan, which include homeowner education and involvement, continuing our Peak Education Series, working hard to understand the needs of our individual membership types, providing education to support staff, creating awareness of all the tremendous resources of CAI, and so much more. But the initiatives on our Strategic Plan that stick out in my mind the most are Celebrating Successes and Sharing Positive stories.

Our Chapter does so many amazing things in the Association world. If we focus on the positivity that shined in 2020 and celebrate successes by sharing our positive stories with the world, we will continue to grow and elevate our COMMUNITY in 2021; we will continue to have a positive impact on each other, our HOAs and homeowners that we serve. So once again, thank you. I look forward to serving each and every one of the members of our COMMUNITY. Thank you all so much for making a positive impact in our world!

Editorial Calendar

Issue	Topic	Article Due Date	2021 Ad Due Date
April	Maintenance / Preventative / Upgrades	02/15/2021	03/01
June	Insurance / Ethics	04/15/2021	05/01
August	Finance	06/15/2021	07/01
October	Tech / Modernization	08/15/2021	09/01
December	Planning Ahead / Goals / Community Vision	10/15/2021	11/01

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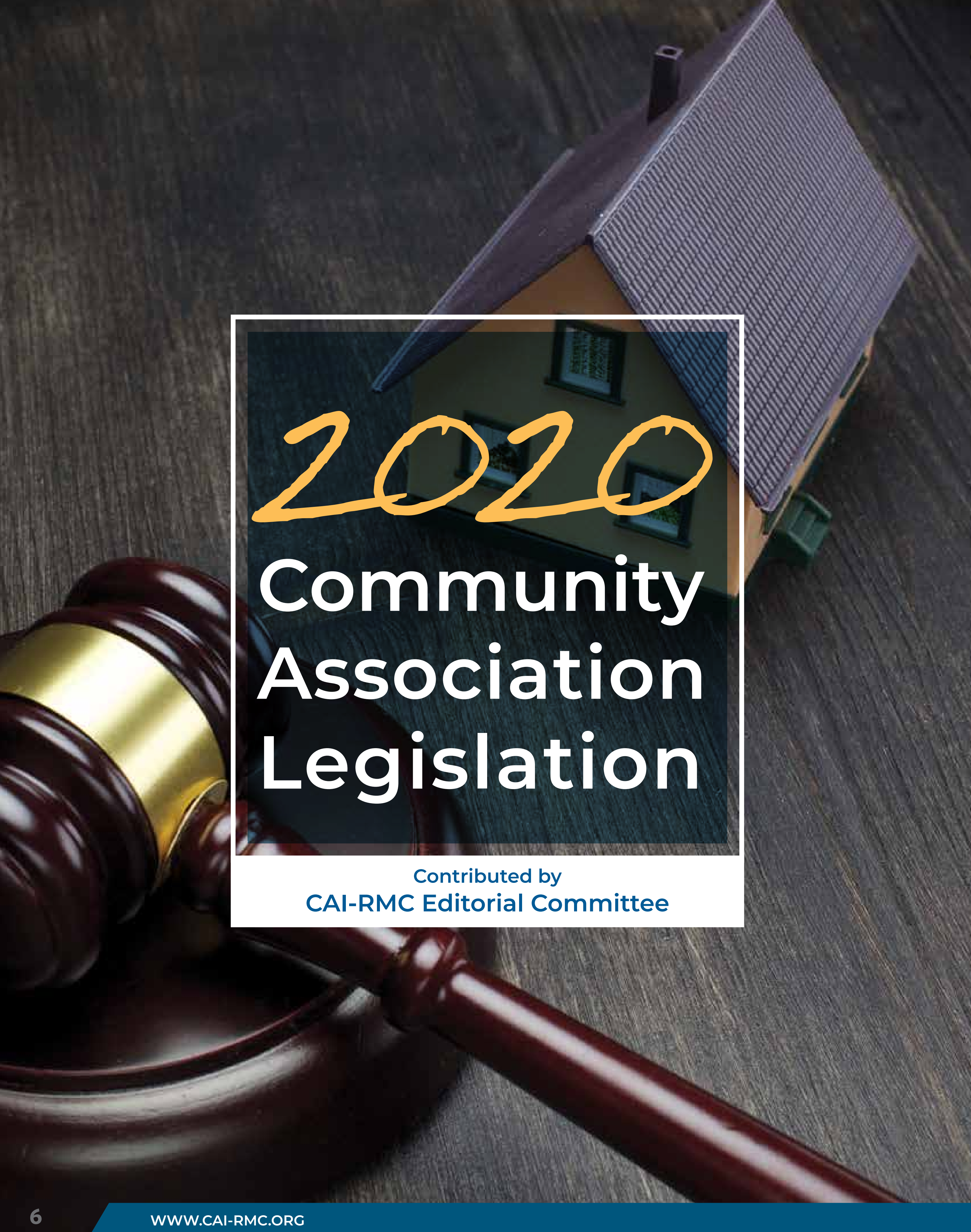

2020 Community Association Legislation

Contributed by
CAI-RMC Editorial Committee

2020 was such an action-packed year that you may have missed some of the bills that passed during the 2020 Colorado legislative session. As a quick overview, here are the bills that may have an impact on the future of Colorado community associations.

SB 20-126 Concerning the operation of a licensed family childcare business in a common interest community.

This bill grants homeowners in a community governed by the Colorado Common Interest Ownership Act the ability to operate a licensed family childcare home, as defined under state law. The association will need to make reasonable accommodations for any exterior fencing requirements applicable to licensed family childcare homes. The association may require the family childcare homeowner or operator to carry liability insurance covering the operation of the family childcare home. This law is not applicable to communities that qualify as housing for older people under the federal "HOUSING FOR OLDER PERSONS ACT OF 1995" law.

HB 29-1074 Concerning the authorization for special districts to provide for the collection and transportation of solid waste.

This bill grants the board of a sanitation district, water and sanitation district, or metropolitan district to provide solid waste and residential waste collection and transportation on behalf of the district. The board may impose fees for this service and the board may require that the residents of the district pay charges for residential waste services. If the board contracts with a third-party service provider, then the board will need to publish a notice that they are requesting a proposal no less than thirty days prior to awarding the contract. The board shall not award a contract that exceeds three years in duration. The board cannot collect waste without the consent of the municipality, city, and county.

HB 20-1093 Concerning county authority to license and regulate short-term rentals.

This law grants the board of your local county commissioners the authority to license and regulate short-term rental owners or an owner's agent who advertise or rent the owner's lodging unit as a short-term rental; and to set the fees, terms, and manner for short-term license issuance and revocation.

HB 20-1201 Concerning mobile home park homeowners' opportunity to purchase the park under certain circumstances.

If a mobile home park owner intends to change the use of the land comprising the mobile home park, the mobile home park owner will need to give written notice to each homeowner at least twelve months before the change in use will occur.

No earlier than thirty days after giving the notice required by this subsection, a mobile home park owner may post information in a public space on allowing the homeowners the opportunity to purchase the mobile home park.

After the notice is provided, the homeowners will be granted a 90-day period to negotiate an agreement to purchase the park. However, if at least fifty percent of the homeowners who reside in the park provide signed writings to the mobile home park owner expressing no interest in purchasing the park, then the opportunity to purchase will terminate even if the ninety-day period has not yet elapsed.

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THE FUTURE OF ADR FOR COLORADO ASSOCIATIONS

WES P. WOLLENWEBER
Pearson Wollenweber Freedman, LLC
Mediator & Arbitrator

The recent ADR survey that the Colorado Legislative Action Committee circulated to CAI-RMC membership led to questions about alternative dispute resolution. The survey was designed to obtain member feedback concerning potential legislation related to ADR for community disputes because of the belief that ADR for these disputes will be legislated one way or the other. In fact, the forthcoming bill is expected to address ADR yet again. As a mediator and arbitrator in this industry, it seems like great timing to discuss the nuts and bolts of ADR and its future role concerning community association disputes. While most of us in the industry understand what ADR entails, there are aspects of it in the HOA context that can be confusing. In order to make decisions and provide input concerning future legislative bills targeting ADR, understanding the different types of ADR and how they apply to community disputes is beneficial.

ALTERNATIVE

DISPUTE

RESOLUTION

What are the Types of ADR that Best Serve Community Association Disputes?

1 MEDIATION: This form of ADR involves the parties to a dispute mutually selecting a third party to act as an intermediary or a neutral and facilitate a possible resolution between those parties. The most common questions concerning mediation are: (1) Is mediation binding - meaning, can mediators determine the outcome of a case? (2) Who has to pay for them? (3) How much do they cost?

Mediators do not decide the outcome of a legal dispute. Rather, they negotiate with the parties and facilitate settlement discussions, with the hope of helping the parties find a resolution. If the parties to a dispute reach an agreement, then the written agreement that results is often a binding agreement that each party to the agreement can enforce if the other side breaches it.

Typically, mediators charge by the hour or a flat-charge for the day, and prices vary depending on the complexity of the dispute and the experience of the mediator. The parties to the dispute equally split the total cost of the mediator unless they agree otherwise or a covenant or community rule requires something different. Many mediators are attorneys but there is no requirement in Colorado for mediators to be attorneys and there is no credentialing requirement. While there is no credentialing process, many mediators take extensive ADR training.

If mediators are not able to help the parties resolve the case, then the parties are free to move forward with litigation or arbitration.

2 ARBITRATION: As many know, arbitration is a private, out-of-court process where the parties to a dispute mutually select a third party (an arbitrator) to oversee their case, and ultimately make a decision concerning the dispute. Most arbitrators' decisions concerning HOA disputes are binding, meaning the parties have to live with the outcome of the decision. Most often, the parties split the cost of the arbitrator and any associated administrative costs.

3 MED/ARB: This is a hybrid, where typically the parties choose a mediator to try to settle the case, and if it does not settle, the mediator converts to being the arbitrator, who then makes a binding decision on the case. This form of ADR is controversial, many believing a third party cannot transition from being a mediator to an arbitrator and maintaining impartiality when weighing the evidence presented at an arbitration hearing. Yet, it is a growing form of ADR used in HOA disputes in certain states.

When is ADR Required in HOA Legal Disputes and How Might Legislation Change this?

As of right now, parties to any legal dispute, including community disputes, are required to mediate when there is an existing court case and the court mandates mediation. Arbitration is only required when there is a covenant in a Declaration that mandates arbitration. While most communities have the statutorily required Conflict Resolution policy, most such policies are not written to mandate mediation. Current legislation efforts are aimed at mediation. However, one longstanding homeowner advocacy group is pushing for Med/Arb to be legislated for HOA disputes.

As the recent survey touched on, there are two primary ways that legislation could play out. Members of our industry need to be prepared to weigh in. One, legislation could amend the Colorado Common Interest Ownership Act, making mediation mandatory in some situations, and possibly even Med/Arb in others, regardless of a court order for ADR. Under this type of legislative scheme, Conflict Resolution policies may have to include mandatory ADR language. Two, legislation could create a process within the Division of Real Estate (which is under DORA), where the State oversees a list of mediators or implements some type of specific credentialing for HOA disputes. A third possibility is a CCIOA change and DORA intervention combined.

As to which route seems best, it is worth discussion. Many involved in HOA disputes want their day in court. Nevertheless, the legislative landscape is shaping this issue and weighing in on the best way to negotiate this legislation is crucial.

Wes Wollenweber is a founding partner at Pearson Wollenweber Freedman, LLC in Lakewood, Colorado, where his law practice focuses on litigation and mediation of complex community association disputes.

Community to Community Disputes

LINDSAY SMITH
Wizenburg, Leff, Purvis & Payne, LLP

Shared Use Agreements

Developers often create shared use agreements for things like access roads, open space, clubhouses and pools, and other recreational amenities. While these agreements attempt to create structures that allow members of both communities a full and equitable opportunity to make use of the shared improvements, more often than not, they kick the can down the road and force future homeowner leaders to try to work out philosophical differences with neighbors who may be less than neighborly.

A shared use agreement will describe the shared property, and if you're lucky, the proper method of allocating costs and use rights. When these agreements are poorly conceived, drafted without significant input from the developer, or not reflective of what was actually constructed, the inherent ambiguities can lead to litigation. Sometimes, agreement terms are included in the Declaration, meaning that two Boards have to obtain homeowner approval to revise the terms of the agreement.

When you face a dispute about a shared use agreement – whether the dispute is based on funding, use rights, or something else – call the Association's attorney early, before positions become entrenched. The attorney can review the agreement and help to determine whether any options exist for termination, the proper method to amend provisions, and provide guidance and suggestions that may not be apparent to the board members who are living with the agreement. If the dispute is emotional, the attorney can help bring objectivity and clarity to the discussions.

continued on page 8

A RAP BATTLE, in the style of Hamilton's Cabinet Battle #1

Reference: https://youtube/dSYW61XQZeo

Ladies and gentlemen, you could have been anywhere in the world tonight
But you're here with us in Lakewood, Colorado!
Are you ready for an HOA meeting, huh?

The issue on the table, President Smith's plan to assume shared community maintenance and establish a joint reserve fund
President Jones, you have the floor, sir

Life, liberty and the pursuit of happiness
We bought for these ideals, we shouldn't settle for less
These are wise words, enterprising men quote 'em
Don't act surprised, you guys, 'cause I wrote 'em (ow)

But Smith forgets
His plan would have our HOA assume his community's debts
Now, place your bets as to who that benefits
The very group of owners who live where Smith sits

Oh, if the shoe fits, wear it
If your HOA's in debt, why should ours bear it?
Uh, our debts are paid, I'm afraid
Don't assess the community 'cause our reserves are made in the shade
In Lakewood, we plant trees in the ground
We create, you just wanna move our money around
This financial plan is an outrageous demand
And it's too many d**n pages for any man to understand
Stand with me, in the land of the free, and pray to God we never see Smith's candidacy
Look, when the declarant was shady, we got frisky
Imagine what gon' happen when you try to assess our common scheme

Thank you, President Jones
President Smith, your response

Jonesy, that was a real nice litany
Welcome to the present, we're running a real community
Would you like to join us, or stay mellow
Doin' whatever the heck it is you do west of Montbello?
If we assume the debts, both communities get new lines of credit, a financial diuretic
How do you not get it, if we're aggressive and competitive
The community gets a boost, you'd rather give it a sedative?
A civics lesson from a litigant, hey neighbor
Your debts are paid 'cause your lawyers made the declarant pay for future labor
"We plant trees in Lakewood. We create." Yeah, keep ranting
We know who's really doing the financial planning
And another thing, Mr. Age of Enlightenment
Don't lecture me about the construction defects, you didn't fight in that
You think I'm frightened of you, man?
We almost were condemned by city council
While you were off getting high with your counsel
President Jones, always hesitant with the precedent
Reticent there isn't a plan he doesn't jettison
Secretary Murphy, you're mad as a hatter, son, take your medicine
D**n, you're in worse shape than the HOA's debt is in
Sittin' there useless as two sh**s
Hey, turn around, bend over, I'll show you where my shoe fits

Excuse me, Murphy, Jones, take a walk
Smith, take a walk, we're gonna reconvene after a brief recess, Smith

Sir, A word
You don't have the votes (you don't have the votes)

Aha-ha-ha ha

You're gonna need homeowner approval and you don't have the votes
Such a blunder sometimes it makes me wonder why I even bring the thunder
Why he even brings the thunder

You wanna pull yourself together?
I'm sorry, these townies are birds of a feather
Young man, I'm from Lakewood, so watch your mouth
So we let repairs and maintenance get held hostage by the owners to the south?
You need the votes
No, we need bold strokes, we need this plan (no, you need to convince more folks)
Secretary Murphy won't talk to me, that's a nonstarter
Ah, getting elected to the Board was easy, young man, governing's harder
They're being intransigent
You have to find a compromise
But they don't have a plan, they just hate mine (convince them otherwise)
And what happens if I don't get homeowner approval?
I imagine they'll call for your removal
Sir, Figure it out, Smitty, that's an order from your manager!

Community-to-Community disputes often come down to one issue— *money*.

Shared Non-Agreements

More problematic are the informal non-agreements. For instance, where a community has used access over private property for years, and the new owner decides to stop the practice, the community may be faced with no option short of litigation. The Association may or may not have defense coverage in such litigation; this determination is specific to the individual policy, the nature of the claims asserted between the parties, and the presence of any exclusions to coverage related to pre-existing disputes.

It is axiomatic that communities that are able to work things out without litigation will spend less money on attorney fees. As with the analysis of shared agreements, the attorney's early involvement can help mitigate future expenses by providing guidance before emotions cloud the dispute. Also, important for litigation, the attorney's early involvement can help a community avoid errors that could subsequently impair litigation posture.

Other Disputes

Other common disputes relate to things that the developer determined weren't important enough to justify a written agreement. It is common for perimeter and boundary wall and fence repair, replacement, and maintenance, to not be the subject of a stand-alone agreement. This repair and maintenance may be dictated by documents that are not included in the Association's regular governing documents, such as a development agreement between the developer and the municipality. These disputes might not even arise for thirty or more years after development.

If the work performed in one community causes damage to a neighboring community (e.g., where new development changes drainage and grading patterns), call the lawyers first. A good quality builder will act promptly to correct problems caused by the work, but a builder who is short on funds may take shortcuts that are unacceptable.

Takeaways

Note that while legal advice is recommended and necessary to resolve these disputes with minimal (literal or figurative) bloodshed, I don't speak to who pays for the legal advice. Many times, legal advice in community-to-community disputes must be borne as a business expense. Sometimes, the agreements between the parties will provide for a prevailing party attorney fee provision. We have also experienced courts that are willing to award attorney fees under CCIOA to a prevailing party in a dispute with someone outside the community association. However, unlike assessment collection and covenant enforcement, you should not assume you will be awarded attorney fees in a community-to-community dispute.

The risk of paying your own attorney fees is substantial, but the risk of paying litigation attorney fees – and perhaps the litigation attorney fees of your opposing community – is more so. Investment in good legal advice at the beginning of a dispute can help mitigate these risks, and create a stronger foundation for what comes next.

Lindsay Smith is a partner at Winzenburg, Leff, Purvis & Payne, LLP in Littleton, a full-service community association law firm. Lindsay focuses her practice on general community association law, including covenant enforcement, document amendment and interpretation, governance advice, and litigation.

The Benefits of Membership

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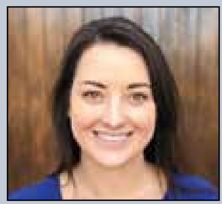
If you'd like more information about obtaining this Educated Business Partner Distinction for you and/or members of your company, reach out to Ashley Nichols (**ashley.nichols@yourcornerstoneteam.com**) about scheduling the class (group rates may apply)! If you've already obtained this Distinction, kudos, and get to marketing that! Being a dedicated expert for our community associations to rely on is certainly a valuable asset.



Ashley Nichols, one of our Business Partner members, and founding member of Cornerstone Law Firm, P.C., was recently elected to her second term as member of the Business Partner Council for CAI National. As a member of the BPC, which consists of 12 members that support the National Board, she provides input on policy matters affecting Business Partners and serves as a key resource to staff at the national level. If you have questions about the benefits of being a Business Partner, or have questions regarding CAI in general, she's certainly a resource. She can be reached at ashley.nichols@yourcornerstoneteam.com.

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THE MASTER AND SUB-ASSOCIATION RELATIONSHIP

MARIS S. DAVIES
Altitude Community Law

So, your home is located in both a sub-association and a master association community. What does this mean and how will it impact you? Generally, living in a community which is governed by both a master association and a sub-association means individual owners will be subject to two of everything. However, individual master association / sub-association relationships will vary based on the specific governing documents for the community. Outlined below are general categories where the governance of the two different (yet connected) associations may overlap or, possibly, clash.

WHAT IS A MASTER ASSOCIATION?

A master association is an association which oversees and governs a group of smaller associations which typically share common areas of a large planned community (the master community). Such smaller communities may be classified as single-family homes, townhomes, or condominiums. Each smaller community is bound by its own individual set of governing documents in addition to the master association governing documents.

MAINTENANCE

When residing in a master / sub-association community, questions will inevitably arise regarding maintenance. Specifically, owners may question whether a component should be maintained by the master association or a sub-association. Common areas, which may include the main roads, pools, clubhouses, playgrounds, or other areas in the community which are available to all residents within the master association are typically maintained by the master association. Any amenity or common area which is specifically owned by and/or allocated solely to a sub-association is typically maintained by the sub-association. Again, individual documents for individual communities may contain maintenance requirements that stray from the general formula stated above. Therefore, as a board member or managing agent, it is extremely important to review both sets of governing documents before making statements regarding maintenance obligations.

In some cases, but not all, the master and sub-association documents may allow the sub-association to convey, and the master association to assume, sub-association maintenance obligations. This allows for flexibility between the associations, ease of maintenance, and may help with overall maintenance costs if the master association is able to secure one vendor to perform, for example, all landscaping work in the community. This type of conveyance should always be documented through a resolution memorializing the transfer of the maintenance obligations and, again, only if permitted in the two declarations.

ASSESSMENTS

Once the maintenance obligations have been determined, the question will inevitably arise as to who pays for such maintenance in the community. The individual governing documents for both the master association and the sub-association will outline when assessments are due and how they are calculated. Individual owners may be required to pay two different assessments (one to the master and one to the sub), based on two different budgets. The amounts will fluctuate based on the maintenance, insurance, and operating costs of the communities, including whether or not the master has assumed any of the sub association maintenance obligations. In the alternative, a master association may simply assess the corporate entity of the individual sub-association the total monthly dues owed for all owners in the community. Individual sub-association owners will then pay their master association assessments as a part of their sub-association dues, eliminating the need to pay two different assessments. This type of assessment structure should be analyzed prior to implementation to confirm the sub-association has the ability to track such payments and to analyze any possible collection issues when consolidating assessments.

COVENANTS

In addition to the possibility of two assessments and two different entities performing maintenance in the community, individual owners will also be subject to two sets of covenants, rules and regulations, and design guidelines. The entire community, including all single-family homes, townhomes, and condominium units must comply with the master association covenants, rules and regulations, and design guidelines. In addition to these obligations, each individual sub-association will have a separate set of covenants, rules and regulations, and design guidelines (which will likely be different than other sub-association documents in the community). These covenants, rules and regulations, and design guidelines may not contradict each other. As with maintenance obligations, sub-associations may choose to assign its enforcement authority to the master association. This will eliminate the possibility of double enforcement. In addition, enforcement by one entity will assist in avoiding contradictory rules, regulations, and design guidelines. Unlike the ability to assign maintenance obligations, the power to assign enforcement duties does not need to be stated in either declaration.

Board members on both the master and sub-association boards must work together to correctly interpret and enforce the governing documents. Boards must also be aware of maintenance obligations and enforcement duties and should develop a scheme to coordinate vendors and enforcement and/or delegate such maintenance and/or enforcement to the master association. Only by working together, keeping open lines of communications between boards, and clear communication with owners will a master and sub-association community thrive.

Maris Davies practices community association law with Altitude Community Law, PC. She represents a wide range of associations, with an emphasis on transactional issues, and works to deliver effective solutions for each individual community.

COLORADO ASSOCIATIONS' RESPONSIBILITIES REGARDING COVID-19 SAFETY MEASURES IN COMMON AREAS

ALYSSA E. CHIRLIN
Smith Jadin Johnson, PLLC

Community associations, like all other entities in the United States, have had to learn to navigate a new landscape of COVID-19 restrictions in the past year. Associations have had to adapt to the ever-changing situation on the fly, filling in the gaps left by government guidelines and legal requirements in order to fulfill their obligation to, among others, safely maintain common areas. While it seems that the pandemic will unfortunately continue through at least the winter and spring, associations should be prepared for the eventual easing of restrictions, which in some areas is already beginning.

Above all, associations must always follow applicable federal and state law. When the two differ, associations must adhere to that which is most restrictive. As of this writing, Governor Polis' Executive Order mandating mask-wearing is still in effect. Although its limitation to "public indoor spaces" seemingly excludes association common areas that are only open to residents and guests, the term has been defined to include "all enclosed indoor areas, whether publicly or privately owned or managed, except an individual's residence." This means that, in Colorado, wearing masks is mandatory in association common areas, including laundry rooms and stairwells, and associations therefore must require that staff, residents, and guests wear masks in any indoor areas other than individual units.

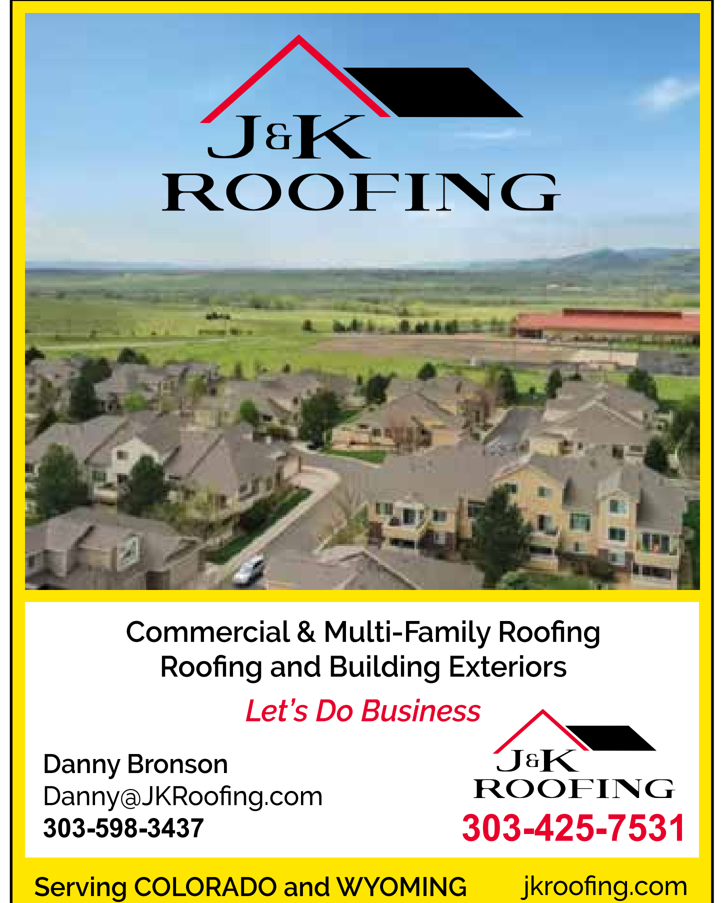
Beyond the statewide mask mandate, Colorado has also instituted the COVID-19 dial, which assigns one of six colors to each county based on that county's assessed risk level. The color assigned to a county is based on a number of metrics, including local case numbers and hospitalization rates, and provides counties with a framework for restrictions to implement based on its risk level. Associations must be aware of the current color level of the county in which it is located and should use it as a first step when considering whether to open or close amenities. For example, depending on a county's risk level, indoor gyms may be entirely prohibited from opening, while all six levels prohibit them from operating at maximum capacity.

Associations should adhere to CDC guidelines as well, which include social distancing and sanitization recommendations. We recommend that, at a minimum, associations advise residents to practice social distancing, conduct meetings virtually, provide hand sanitizer throughout open common areas, and implement an increased cleaning schedule.

Furthermore, associations can always implement rules and regulations that are stricter than those imposed by federal and state laws. CCIOA affords associations, subject to their governing documents, the ability to "regulate the use, maintenance, repair, replacement, and modification of common elements." This entitles associations to implement regulations regarding common areas that enforce the law, such as a mask mandate, but also stricter measures should the association so decide. For example, while CDC guidelines that require six feet of social distancing may limit elevator capacity to two unrelated parties, an association may institute a rule that limits elevator capacity to only one family at a time.

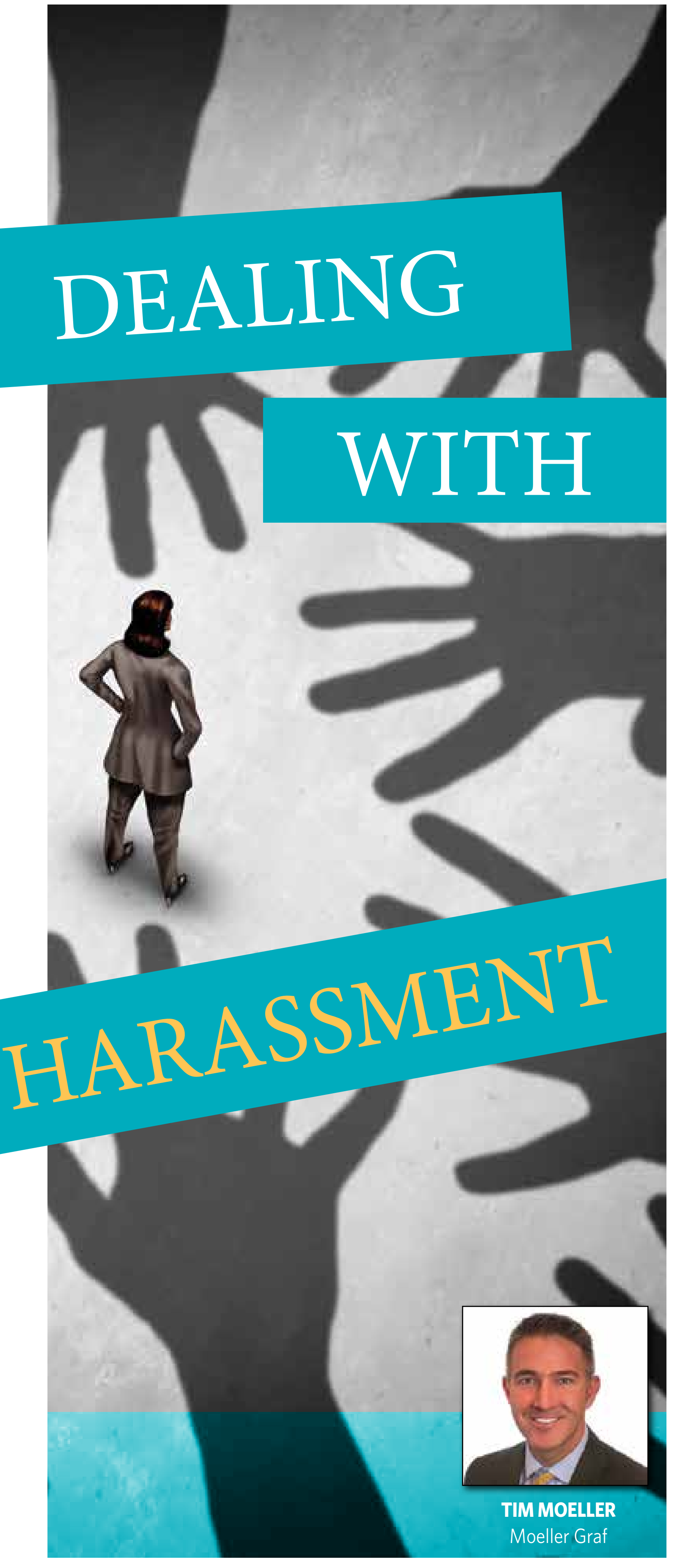
When deciding whether to open certain amenities in accordance with COVID-19 dial restrictions, Boards should examine each amenity individually. An outdoor playground and an indoor pool present different considerations. Specifically, Boards should consider any increased costs that will be incurred in adhering to local restrictions and CDC guidelines, such as increased staffing costs to enforce capacity limitations or institute increased sanitation. The association's general liability insurance policy should also be consulted. It may contain exclusions regarding bacteria and/or communicable diseases, which may open the association to liability for possible COVID-19-related claims. If the decision to open an amenity is made, and even before such a decision is made, Boards should develop a plan for its safe reopening and should communicate this plan to the community.

In fact, one of the most important things an association can do regarding any safety precautions it implements is to communicate them to the community. We recommend frequent, substantial communication to residents, via email and signage in common areas. Communications should identify community requirements and, crucially, the underlying rationale, whether prompted by law or by concern for residents' health and safety. Transparency is invaluable in encouraging community compliance and thus in minimizing the spread of COVID-19 as much as possible, which should be the goal of any association.



Alyssa E. Chirlin is an attorney at Smith Jadin Johnson, PLLC, a law firm focused on the representation of HOAs, including throughout the insurance claim adjustment process. If you have any questions about HOA legal requirements or insurance coverage, please call her at 720-550-7280.

DEALING WITH HARASSMENT



TIM MOELLER
Moeller Graf

Over the past year we have been required to spend much more time at home. During that time, some of us have been attempting to tutor our children through virtual schooling. We have cancelled vacations, graduations, and other important events. These stressors have not brought out the best in everyone. Many board members, and every manager, have tales of community members acting less than affably. Perhaps they were upset for not having access to the pool during a pandemic or for not getting elected to the Board. Perhaps they are experiencing financial hardship or experiencing difficult times for other reasons. In any event, when bad behavior arises, we are routinely asked if it rises to something that the Board can or should address. At what point does the community association's board of directors become the etiquette police?

> **"Harassment" is defined in Black's Law Dictionary as "words, gestures, or actions which tend to annoy, alarm, or abuse another person." To annoy, Black's suggests, "is to disturb, irritate or cause discomfort. Abuse consists of insulting, hurtful or offensive wrongs or acts." Ultimately, whether someone was harassed will depend on whether the targeted individual felt intimidated or threatened, not whether the angry individual intended their actions to be abusive or intimidating.**

Criminal harassment is statutorily defined in Colorado Criminal Code C.R.S. § 18-9-111 and is known as Kiana Arellano's law. In summary, criminal harassment includes, but is not limited to, an individual having an intent to harass, annoy, or alarm another person and with that intent to harass, then doing one or more of the following: striking, shoving, kicking or otherwise touching a person or subjecting them to physical contact; or in a public place, directing obscene language or making an obscene gesture to or at another person; or following a person in or about a public place. Criminal harassment may also include initiating communication with another person anonymously or otherwise in a manner intended to harass or threaten injury to body or property or making any obscene comment, request or suggestion or repeatedly insulting, taunting, or challenging an individual in a manner likely to provoke a violent response.

The association should attempt to deal with actions constituting harassment if the actions are a violation of the association's governing documents. However, the Board might also consider contacting the local authorities to address the situation.

What is often referred to as "civil harassment" is more about the remedy than the conduct asserted and usually involves the filing of a complaint in court against the abusive individual seeking damages or injunctive relief for a violation of the association's governing documents. Seeking injunctive relief equates to asking a court to restrain a party from doing certain acts or requiring a party to act in a certain way. A community

association, not being an individual, must show that the individual in question has violated the governing documents of the Association.

Some governing documents contain a provision allowing its members the right to quiet enjoyment of their property. Others contain a provision prohibiting nuisances. It is not uncommon for boards, managers, and other members to summarily conclude that a bad actor in the community is a nuisance and seek punishment based on that provision in the governing documents.

However, typically, the law defines a private nuisance as an unreasonable or unlawful use of one's property in a manner that substantially interferes with the enjoyment or use of another individual's property. You can find examples of this in cases where odor, noise, or vibration from one property negatively affects the neighboring property. Harassment does not fall nicely within the constructs of nuisance.

Therefore, while there may be some general provisions found in your governing documents, it may be helpful to amend your governing documents to include specific provisions against the harassment of persons within the community, to include managers and vendors. While a rule pertaining to harassment is helpful, having language in the association's declaration is preferred as the court would likely give more deference to a provision that had been adopted by the vote of the entire community. Be warned, though, that this will obligate the association to enforce the anti-harassment clause, which can further mire the Board and management in being what may feel like the etiquette police for the community.

An amendment to the governing documents may address such issues as abusive language, use of profanity, taunting, threatening others, abusive and excessive contact (including emails, texts, and phone calls), and stalking.

Additionally, associations experiencing harassment issues should consider placing language in its policy pertaining to meetings as well as in any meeting code of conduct that may be provided at the outset of a meeting.

Once these measures are in place, the expectations within the community become clear, as do the parameters for when and how the Board must step in and act to enforce the governing documents of the community. Start with the conduct. Maybe it is criminal. If so or if not, the Board should then see if there exists a violation of the governing documents.

Tim Moeller is a co-founder of Moeller Graf, P.C. and has been practicing community association law for over 20 years in Colorado.

Emotional Support Animals AND YOUR COMMUNITY

BY WES WOLLENWEBER AND ASHLEY NICHOLS

Alaska Airlines recently announced that as of January 11, 2021, it would officially ban Emotional Support Animals (ESAs) from its flights. The decision follows new US Department of Transportation (DOT) rules which gave airlines "control of the cabin" following "feedback from the airline industry and disability community regarding numerous instances of emotional support animal misbehavior which caused injuries, health hazards and damage to aircraft cabins." The airline will continue, pursuant to the law, to allow accommodations for trained service dogs. This week, United, American, and Delta joined Alaska in the ban of ESAs on their flights.

While there is specific guidance for airlines on this topic based on the rules in place from the DOT, many of our boards often ask what they can do within the limit of the law and their Association's governing documents when it comes to regulating ESAs in their communities. Especially now, in this time of pandemic, when anxiety and stress levels are higher than normal, and owners are certainly spending more time at home, perhaps in no-pet communities. The number of pet sales and rescues are up and people are turning to animals as a source of comfort and emotional support.

Take the following example: Community Manager advises the board that an owner in your upscale community has installed a chicken coop with a handful of chickens in their back yard. Your Association has a "no fowl" covenant. The nearby neighbors are aware of this and are not at all happy about the noise and prospect of farm-like atmosphere. Worse, the coop owners never brought their chickens to anyone's attention. When your Community Manager issues a warning letter, the coop owners are outraged, and write a letter that the chickens are emotional support animals and are helping their two children with their emotional disabilities that have been made worse by COVID-19 and having to participate in school online.

This, of course, raises a reasonable accommodation request under both the federal and state Fair Housing Acts. An accommodation is a request for an exception to a rule, policy, practice or service. Here, on behalf of their children, the coop owners are asking for an exception to the no-fowl covenant. With the various downsides of a pandemic, requests for emotional support animals (aka companion animal or comfort animal) are on the rise. Unlike the Americans with Disabilities Act, which only provides for service animals (and primarily service dogs), the Fair Housing Act allows for two types of Assistance Animals for individuals with disabilities who qualify for such animals: (1) service and (2) emotional support. Handling requests for emotional support animals properly is more important than ever.

So, can the Association simply reject the request for chickens as a reasonable accommodation based on the fact that it is a quiet suburban neighborhood with rules in place stating that the community does not allow fowl? The short answer is no. Under the pertinent Fair Housing legal authority, the Association must evaluate the request and engage in a dialogue with the coop owners about the request. What are the Association's rights?

The Association has the right to make three inquiries: First, whether the coop owners' children are individuals with a disability as defined by federal and state Fair Housing law; second, whether they truly need the chickens to help them with some particular aspect of their disability in a way that allows the children to enjoy their home in the same manner as an individual without a disability; and third, and final, whether the request is reasonable.

As to inquiry one, a person is an individual with a disability if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of a disability; or has been regarded as having a disability. Emotional Support (or Companion) Animals typically arise for individuals with a mental impairment, where the animal's bona fide purpose is to ameliorate (lessen) the impact the individual's disability has on daily life.

As to inquiry two and need, the coop owners must demonstrate a nexus (strong connection) between their children's disability and why they need chickens. The Association has a right to ask the owners to establish the connection. Why do they need chickens for comfort in this pristine neighborhood? Why won't a puppy work? The next big question is always, "what kind of information can we ask for?" Under the United States Department of Housing and Urban Development (HUD) and the United States Department of Justices' Joint Guidelines on Assistance Animals, and as with any reasonable accommodation request, the Association may ask for documentation and proof as to disability and need if they are not obvious. If someone asks for a service dog, such as a seeing-eye dog, and the person with the disability is clearly blind, then both disability and need are obvious and an Association may not request any further documentation. But here, not much is known about the children, other than they have some type of emotional-type disability. So, disability and the need for the chicken is not known. As such, the Association may ask for documentation concerning both.

But wait! Can't we deny this request as unreasonable, based on the third inquiry, before going through all this effort? After all, puppies provide all kinds of comfort. That is a common and valid question. Unlike in various areas of law where "reasonable" is defined to be what a judge tells you it is on the day you are in court, the federal Fair Housing regulations have a definitive definition: A request is reasonable if it is feasible or practical.

Looking at the request, an Association can and should evaluate need and reasonableness together. The Association does not have a right to know extensive details concerning the children's disabilities. However, they can inquire about what substantial limitations will be helped by having an emotional support animal and how. Further, in this context, the Association truly can ask why some other type of animal, which does not violate the no fowl rule, will not work. The basis for this question is the contention that chickens, as emotional support animals, are not feasible or practical in the community. The coop owners may challenge this, but the Association is certainly within its right to make the inquiry. Whether an accommodation is impractical or unfeasible, and could therefore be denied, must be based on objective criteria. If several residents will be up in arms, there is at least an argument that it is not reasonable. The board must gather the information to legitimately asked questions and seek to make a decision that is compliant with law based on the evaluation of need and reasonableness together.

Given that we all need a little extra emotional support at times, and especially in these trying times, when your community is faced with a request for a reasonable accommodation for a support animal in your no-pet community, make sure that you discuss your options with legal counsel. Having your Association's attorney review the request, the Association's governing documents, potential impact on the community, input from neighbors, etc. to help the Association determine whether a request is feasible or practical can help avoid missteps that could lead to legal liability for the Association.

[1]In contrast to a service animal, an "assistance animal" does not require any training. Dogs are the most common assistance animal, but the law recognizes that many other types of animals can qualify. An "emotional support animal" is a subset of assistance animals and does not require any special training.

Ashley Nichols is the principal and founder of Cornerstone Law Firm, P.C. She has been in the community association industry for thirteen years, providing associations with debt recovery solutions for their communities. Cornerstone Law Firm represents Colorado communities in all areas of common interest community law. You may find out more at www.yourcornerstoneteam.com.

Wes Wollenweber is a founding partner at Pearson Wollenweber Freedman, LLC in Lakewood, Colorado, where his law practice focuses on litigation and mediation of complex community association disputes.

HOA VOLUNTEER PROJECTS:

COST-SAVING OR LIABILITY IN WAITING?

GABRIEL STEFU
WesternLaw Group

It is not uncommon for HOA Boards to need and want additional help with projects around their HOA community. This help often can come in the form of volunteer Homeowners and self-help projects undertaken by Board members. While this form of help can be cost-saving for many HOAs, the Boards must consider the potential liability and legal ramifications of unfettered volunteer-based projects in their Associations.

Because of the legal complications that may arise when Board members or Homeowners undertake volunteer projects, these sorts of projects should be approached with caution and with consideration of potential legal issues that could occur. One potential issue stemming from volunteer projects is the matter of paying the Board members or Homeowners who perform the task. Although paying a person from the Community may be cheaper than hiring a business or contractor, HOAs must be careful to avoid conflicts of interest and liability to the volunteer & Association. Community Associations in Colorado are required by state law to have a "Conflict of Interest Policy" adopted to govern situations such as these and other conflicts. Such a policy delineates when a Board member is deemed to have a conflict of interest and how such conflict can be resolved. For example, the Board members must be careful to disclose if they will receive a personal benefit from a volunteer project or from volunteering on a project, apart for reimbursement for actual expenses, and should follow the Conflict of Interest Policy if such a situation occurs.

Even if the volunteers are not being paid for their work, HOAs must be mindful of the potential liabilities that can arise from the physical or mental nature of the undertaken projects. If an HOA allows volunteers to help with some community landscaping, for example, what are the potential repercussions should a volunteer get injured on the job or cause injury to another party? The injured party can sue the HOA for damages, which will be both a lengthy and expensive process. In addition, an injury to a Homeowner or the potential lawsuit stemming from it may hurt the sense of community many HOAs are striving to achieve. Thus, an HOA Board must consider how to protect the Association from such liability if a volunteer is injured or causes injuries to another during a project.

and expansive, your HOA will be better protected if a volunteer project is undertaken.

A final consideration before allowing volunteer work to occur is to consider the type of work that is being done. If the project at hand is remedial, using volunteers may be an acceptable way to address issues quickly and affordably. However, for projects that are dangerous or require more physical exertion or otherwise specialized knowledge, it would be best to hire experts to perform the work.

Though allowing volunteer projects to occur on behalf of the Association is generally discouraged due to the potential legal ramifications, the lengthy insurance process, and the chance for injury and damages, should your HOA choose to take these projects on, the Board should be mindful to have the proper protections in place to avoid liability. These protections include complying with and updating your HOA's Conflict of Interest Policy, maintaining adequate liability insurance for the HOA, requiring volunteers to maintain their own liability insurance (similarly to independent contractors), and having volunteers sign waivers of liability before work begins. If your HOA implements these things, it will have the necessary protections from the multitude of complications that may present themselves during such volunteer-based work.

WesternLaw Group is a Colorado law firm specializing in Community Association law. Our practice focuses on the preventive aspects of HOA procedures and interpretation of governing documents.

Gabriel Stefu is the founder and a senior attorney for WesternLaw Group and specializes in HOA litigation, transactional work, and collections.

One way an HOA can protect itself from liability is through obtaining a Waiver of Liability from the volunteering parties.

Your legal counsel can draft these waivers of liability that would need to be signed by the volunteer party before any work undertaken. These waivers have the volunteer agree to not hold the Association liable if injuries should occur during the work.

HOAs can also treat the volunteers as "independent contractors." This means that the HOA should require any Board member, Owner, or person that is doing volunteer work to obtain and retain insurance. The insurance that the volunteers hold should cover property damage, bodily injury, indemnification, and possibly reputational harm and other injuries. Having the volunteers carry their own general liability insurance can help protect the HOA's interest in case of mishaps.

Another main way for HOAs to protect themselves from liability during volunteer work is to make sure they have adequate liability insurance for the Association.

By making sure your HOA's insurance policy has numerous protections for liability, and that those protections are up-to-date

Advocacy Corner

2021 Federal Legislative Priority Issues

C. SCOTT CANADY ▪ Tambala Strategy, LLC

Community associations have a keen interest in state and local laws and how they affect their self-governance. CAI's state legislative action committees provide invaluable services by working with legislators and other government officials to craft reasonable laws and regulations for community association stakeholders.

The federal government also impacts community associations. CAI members who serve devote time, expertise, and resources to educate and advocate on behalf of the community association housing model before Congress and federal government agencies.

The FedLAC has approved legislative and regulatory priorities for 2021 and the 117th Congress. These 2021 federal priority issues focus on helping community associations through the COVID-19 pandemic and other issues important to the day-to-day operations of our communities.

Below is a summary of CAI's 2021 federal legislative priority issues.

COVID-19 relief. CAI continues to advocate for federal resources to help community association boards, homeowners, and business partners emerge strong from the COVID-19 pandemic.

- Support for housing. CAI supports legislation to create a Homeowner Assistance Fund to provide housing security for community association homeowners who are unemployed or underemployed due to the COVID-19 pandemic.
- Limiting liability for associations following government-issued pandemic protocols. CAI supports federal legislation to establish a national standard for limiting liability of community associations and other organizations that document adherence to local and state orders and federal guidance from the Centers for Disease Control and Prevention.

Active federal priorities to support the community association housing model. CAI advocates for federal legislation and regulation to provide operational certainty for community associations and to ensure that housing opportunity and mortgage credit are available throughout the community association housing model.

- Disaster assistance. CAI supports enactment of the Disaster Assistance Equity Act of 2019 to streamline community association access to federal disaster assistance programs.
- Housing policy. CAI supports federal incentives for affordable home ownership in the community association housing model and equal access to mortgage credit for all creditworthy consumers through federal mortgage programs and agencies.
- Short-term rentals. CAI supports federal legislation easing administrative burdens of community associations seeking to enforce community short-term rental policies with online short-term rental platforms.
- Fair Housing Act and assistance animals. CAI supports current federal guidance clarifying reasonable accommodation requirements for assistance animals.

Monitoring priorities to support the community association housing model. CAI will monitor legislation and regulatory actions for any impact on the community association housing model.

- Preserving association governance. CAI supports allowing community associations to manage association affairs without unnecessary or unwarranted prescriptive federal intervention. CAI will monitor Congress and federal agencies for any proposed legislation or regulations that reduce association governance of community architectural standards and control of common property.
- Community financial stability. CAI supports public policy promoting the financial stability of community associations and their residents. CAI will monitor Congress and federal agencies for any actions that may impair community association lien priority or unreasonably restrain collection of association assessments.
- Flood risk management. CAI supports continuation of the National Flood Insurance Program (NFIP). CAI will monitor NFIP reform to ensure community associations have continued access to NFIP-backed flood insurance.

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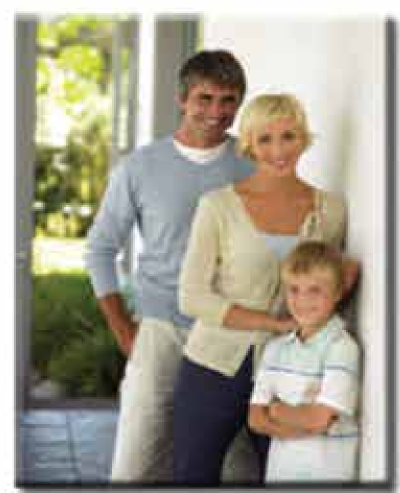

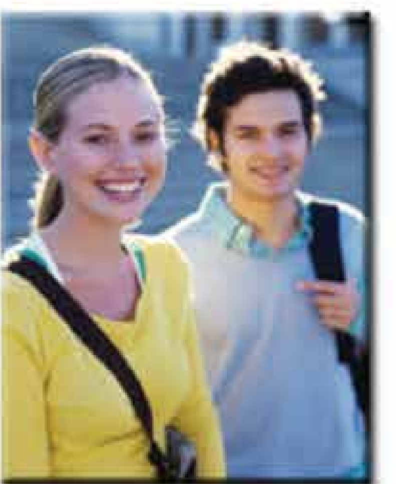

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HONORING *Contracts and Pricing* DURING COVID

GENEVA CRUZ-LA SANTA
CP&M

It seems that many contractors, property managers, and their communities are being affected by the COVID-19 Pandemic, which has driven the health and safety of employees, customers, suppliers, contractors, and their families to a top priority. As safety measures are put into place to protect people's lives, a system needs to be put in place to help protect everyone's businesses as COVID downturns the global economy.

COVID seems to be ruling everyone's daily routine and holding the reigns on our daily decisions. What appears not to have changed is the demand for material and services; it is volatile right now, creating an array of pricing challenges and contract delays. Contractors that concentrate on long-term value rather than short-term gain are best situated to meet these pricing and contract challenges.

COVID exerts sudden and unprecedented pressures, like price increases due to demand or material shortage, production delays, labor, delivery setbacks, COVID exposure concern, or quarantine measures. New and potential clients seek discounts and contract renegotiations, looking for cheap, temporary, and quick band-aid fixes rather than permanent, cost-effective solutions. Contractors need to sustain value to survive the pandemic and protect their employees' livelihoods and client communities. Contractors have the challenge of managing costs to safeguard competitive pricing against their competitors. They also need to be flexible and creative to support clients in this tough time and work with them to get through the pandemic together. However, planning for a long-term view or commitment during this pandemic may seem like a roller coaster of a ride nearly every day. As contractors, we should be taking the time to communicate and review our relationships with our potential and current clients and their communities.

My name is Geneva Cruz-La Santa and I have been with CP&M (Community Preservation & Management, Inc.) and its many entities for over 17 years. I have enjoyed watching CP&M grow into a full-service General Contractor with an in-house roofing division R3NG. CP&M specializes in providing solutions for commercial property managers, HOA managed multi-family and single-family communities, REO rehabilitation, apartment industries, and government housing entities.

1. Provide safe working conditions for both workers and community residents.
2. Offer multiple and flexible solutions.
3. Listen to client's payment concerns.
4. Seek long-term value concepts rather than short-term benefits.
5. Help clients focus on maintaining or using reserves.
6. Help clients preserve/maintain communities in cost-effective ways.
7. Work with suppliers to prevent costs from rising too sharply.
8. Address client's urgent needs.
9. Work on a community plan and pricing summary to prioritize urgency of needs.
10. Are your pricing measures ethical and legal?
11. Does any significant price increase reflect increased costs?
12. Are you keeping your clients' community needs in mind?
13. Keep a long-term perspective. Reinforce trust by tracking key customers' evolving needs and standing by and defending them during their most challenging times.
14. Help the sales team tailor contracts to new situations and strengthen value proposition communication.
15. Alleviate customer concerns by providing customers with supply guarantees after consulting with suppliers.
16. Provide incentives for loyal/repeat clients in order to strengthen relationships.
17. Effective contractors show empathy and can explain how much value they provide compared to their competitors.
18. Train Sales skillsets with new, creative, and assuring negotiation tactics. Value selling, pricing, handling objections and communicating value propositions, and how effectively those can be delivered via multiple virtual platforms.
19. Create flexible pricing by addressing customers' short-term fixpoints without destroying long-term fix goals.

    Provide temporary pricing ▪ Explore ways to unbundle offerings ▪ Offer one-time promotions ▪ Flexible payment terms ▪ Credit for future purchases ▪ Other techniques that offer fair pricing while providing flexibility for future fixes.

As contractors, we should understand our company's position in the field, anticipate competitors' likely reactions to defaulting contracts and pricing increases, and plan how to best respond to clients looking for assistance in handling and overcoming these concerns.

We should seek opportunities that preserve and sustain communities. We should look for a winning scenario to support clients and employees during the COVID pandemic while remaining flexible and focused on safeguarding lifelong relationships.

Hilltop Club Association at Inspiration ("Hilltop"), is a unique 55+ community that is part of the all-ages community of Inspiration Metropolitan District located in Aurora, Colorado.

Since our residents were not able to meet in person at the Hilltop Club clubhouse to celebrate New Year's Eve, the Association took the party to their homes virtually! The Hilltop Social Committee brought comedian, Sandy Hackett (son of legendary comedian Buddy Hackett) to Hilltop via Zoom for a night of jokes and storytelling of what it was like to grow up with Buddy as a father.

The evening started with a welcome for Social Committee Chair, Judy Cioper. Neighborhood jokesters, Thom Macway, Tom Norton, Judy Cioper, Russ Paper, and Jeff Manor, also took time telling jokes and stories.

What better way to closeout 2020 and welcome the new year than an evening of laughter and stories on New Year's Eve!

Happy New Year from Hilltop!

- **DMB Community Life**

Jason Stephenson, CMCA
CAM - Hammersmith

In addition to my colleagues, the board I was working with encouraged me to pursue my CMCA. On top of boards being more confident in you and the fact that you and your company can market the accomplishment, the education you receive from getting your CMCA really can save you time and frustration. What I mean by that is not only are you more prepared for situations and problems that come up, but you can anticipate and stay ahead of them. The pursuit of higher education is key to me and that is why I am also pursuing my AMS as well. Getting your CMCA is a lot of work, but there are multiple resources such as your colleagues, vendors, and CAI.

Amy Bazinet, CMCA, AMS, PCAM
Vice President - Associa

I truly value and see the benefit of education, so that is a big reason why I decided to pursue my CMCA. The CMCA designation is the industry standard for professionals in our trade. One of the key benefits in obtaining the CMCA designation is that it sets you apart by showing not only your professionalism but also your dedication to your work. I would strongly recommend that any new manager pursue the designation in the first year of being in the industry. Within that time, you will usually know if this is the career path for you and if it is, the education will benefit you the rest of your career.

Natasha Henricks, CMCA
CAM - Summit Association Management

I received my CMCA for all the education that comes with it. The key benefit I have seen after earning my CMCA is the continuing education after you finish. It has helped keep me up to date on topics we deal with on a daily basis and the changes in our industry. Since I can't think of any downside to earning it, I would encourage new and experienced community managers to consider going through the CMCA designation as it can not only help you become a better, more educated manager but also advance your career.

NAVIGATING THE INSURANCE LIABILITY CLAIM MINEFIELD

NICOLE HERNANDEZ, PCAM
USI Insurance Services

We have faced a lot of new frontiers as a community this year—Zoom meetings, increased digital sharing of information, how to safely open community common areas, how to allow business partners to complete their work at the community without disrupting concerned residents—all while handling the additional influx of action items and working in a new environment and social culture.

Through all of these experiences, exposure to liability has been fresh on the minds of those who serve the HOA community. It seems that every adjustment we make to this new world brings with it the question of liability, and adjoining that, the question of "Do I have insurance coverage for this?"

Every action we take inadvertently contains some potential liability. It is important that we focus not on avoiding liability all together but on taking proper action to limit the most common forms of liability currently found in Community Associations.

Nicole Hernandez is a specialty insurance professional in the Denver Metro area focused on helping Community Associations build highly effective risk management programs. With 19 years of HOA experience, Nicole uses her results-oriented personality to provide knowledge and expertise to her role.

GENERAL LIABILITY

One of the biggest exposures Community Associations experience is slip and falls. We are fortunate to live in such a beautiful state that allows us to experience a wide array of weather, but with that comes the need for ice treatment. A proper snow removal contract directing that snow removal be performed at a specific threshold is essential, but so is proper ice treatment. Things like ensuring good lighting and railings near any stairs or steps in the community and keeping up with maintenance, and correcting drainage or grading issues, will also help manage exposure to potential liability.

However, there are more property exposures that could give rise to a general liability claim. One of the most interesting claims I experienced in my prior role as a community manager was a gutter leak that ended up triggering response under the general liability portion of the package policy. Although the physical repair was related to the gutter, the circumstances of the situation provided for response under the general liability portion of the policy. This is one of the big reasons why we encourage insureds to hold all of their policies with one agent—the agent can handle the claim with all carriers and coverages that may provide response.

It is important to keep this in mind when addressing maintenance items such as a burned-out light bulb or a raised sidewalk that has become a trip hazard. Safety items that sit too long without being addressed properly could potentially impact the Association's liability. Of course, weather delays and scheduling are taken into consideration, but this is where strong relationships with your contractors become valuable. Maintenance checks (especially related to potential hazards) should be completed regularly, and the more eyes on the property, the better.

DIRECTORS & OFFICERS LIABILITY (D&O)

It always surprises me when HOA's choose not to carry D&O coverage. This is the coverage that protects the Board of Directors from actions and decisions that are made within their scope of duties as a board member. Most of the claims we see under D&O coverage are non-monetary allegations of wrongdoing. Common examples of these claims are: Discrimination, Breach of Fiduciary Duty, and Breach of Contract. These types of claims can often be limited or excluded all together, so it is important to review each policy to ensure that coverage is included.

It seems so simple, but the best way a Board can avoid these types of liability claims is to implement proper and reasonable policies and enforce them fairly and consistently. Collection policies, Covenant Enforcement policies, and Conduct of Meeting policies (among others) are all required by CCIOA. Now is a great time to pull out those policies, review them, and work with your attorney to provide relevant updates. Most importantly, be sure to follow them equally.

WORKER'S COMPENSATION

As we know, when things go wrong, they can be catastrophic. That is certainly the case when we are talking about workers' compensation. An executed contract that clearly specifies the scope of work is essential. Ensuring that contractors have proper insurance and implementing a code of conduct are additional steps that can be taken to protect the Association from claims. Indemnification provisions should also be discussed and written to ensure the Association is not unknowingly taking on liability for the contractor and the contractor's employees. Regular evaluations and open communication will ensure that all parties stay on the same page as the contract progresses.

DATA BREACH RESPONSE

This is currently a hot button issue. With more people than ever working in alternate environments, we are utilizing technology and sharing information digitally more than ever. Although I know we are all diligent about personal information (especially relating to finance), it can be easy to let your guard down or simply forget. Staying alert and verifying requests will help protect HOAs from potential exposure by anyone wishing to harm the Association. Protecting passwords and keeping security software up to date are simple steps that anyone can take to protect themselves.

Potential issues can be overwhelming. If the Association is dedicated to ensuring smart business practices, the liability minefield will be much less of a danger.

Congratulations

RECENT DESIGNATION RECIPIENTS

Congratulations to our newest credentialed professionals! CAI credentials help ensure that your manager has the knowledge, experience and integrity to provide the best possible service to your association. Earning a CAI credential demonstrates an elevated commitment to their professional education—and your community's welfare.

CAI-RMC is proud of the following individuals who have demonstrated a personal commitment to self-improvement and have elevated their practical knowledge and expertise:

NAME	CITY	ORGANIZATION	DESIGNATION	AWARD DATE
Ms. Michele Jan Smith, CMCA, AMS	Mesa		AMS	11/23/2020
Mrs. Alexis Beeman, CMCA	Englewood	5150 Community Management LLC	CMCA	12/14/2020
Ms. Amalia T. Gonzalez, CMCA, AMS	Englewood	Hammersmith Management, Inc.	AMS	01/13/2021

If you are a manager, insurance and risk management consultant, reserve provider, or business partner wishing to enhance your career, the information at www.caionline.org can help you. CAI awards qualified professionals and companies with credentials to improve the quality and effectiveness of community management.

Community Manager Excellence in Service Award

Recognition is given to a manager who displays integrity; reliability; commitment to the industry; loyalty to consumer clients and the ability to interact well with board members, managers, service providers and other industry professionals. Promotion of ethical conduct and competence are included as part of the qualifications for this award.

Winner:

Lance Luckett, Community Manager
Homeowners Association at Aspen Glen, Inc.

When asked why Lance chose Community Association Management as a profession, Lance responded:

HOA managers are problem solvers! I deal with a variety of problems, which makes it more interesting. From dealing with ponds and ditches, wildlife, street repairs, and governance issues…there are never a shortage of challenges. I find this motivating. It's also a pleasure to work with involved board members that bring their expertise to the table so we may combine our efforts to meet the needs of our owners and residents. It's a very rewarding career.

Welcome New Members

Kyle Bischer
Chelsea Bowers
Chris Dombey
Claire Kowalski
Jamie Mccoy
Tanner Penry
Gregory A Pond
Benjamin A Chesney–Advanced Door Works
Sherry Vest–Arbor Green Townhomes
Caleb Scholling–Associa Regional Office-Lakewood
Kristen Scott–Association and Community Management
Erin Noakes–AssuredPartners
Bill DeBow–Blue Vista Lifestyle HOA
Amy Gahran–Blue Vista Lifestyle HOA
Krishna Pattisapu–Blue Vista Lifestyle HOA
Michelle Rogers–Brooks Tower Residences
Sallie Janell Henderson–CCMC
Matthew Kamhi–CCMC
Ryan Timothy Heath–Colorado Association Services-Lakewood
Mary Teal Clark–Dayton Green Condominiums, Inc.
Steph Whalum–Dayton Green Condominiums, Inc.
Joshua Garcia–Denver Dryer Vent LLC
Gary Anderson–Genesee Foundation
Wayne Cascio–Genesee Foundation
Erika Stephenson–Hammersmith Management, Inc.
Greg Walker–Hammersmith Management, Inc.
Tricia Welton-Hinkle–Hammersmith Management, Inc.
David Baxter–Heather Gardens Association
Lawrence Davila–Heather Gardens Association
Terry Hostetler–Heather Gardens Association
Mike Pula–Heather Gardens Association
Freddie Peyerl–Highlands at Piney Creek HOA
Michael Lallier–Lallier Construction, Inc.
Ms. Karen Wilson–Lofts at Park Central Condominium Association
Giovanni Tarallo–M&M Property Management
Bill Campbell–Piney Creek Maintenance/Recreation Association
Carol Hawk–Piney Creek Maintenance/Recreation Association
Evan Baer–Rocky Mountain Recreation, Inc.
Alisha Thomas–SERVPRO
Michelle Koci, CMCA–Steamboat Association Management
Mathew Susser–T Charles Wilson Insurance Service
Harlan Baldwin–The Conservatory Homeowners Association
James Lawrence–The Conservatory Homeowners Association
Joe Derdul–Town & Country Village Homeowners Association
Rebecca MacLean–Town & Country Village Homeowners Association
Debbie Miller–Town & Country Village Homeowners Association
Patricia Ross–Town & Country Village Homeowners Association
Lowell Willock–Town & Country Village Homeowners Association
Steve Rivero–USA Fence and Deck Restoration
Amanda Collins–Westwind Management Group, LLC
April Delgado–Westwind Management Group, LLC

CAI-RMC MISSION STATEMENT

To provide a membership organization that offers learning and networking opportunities and advocates on behalf of its members.

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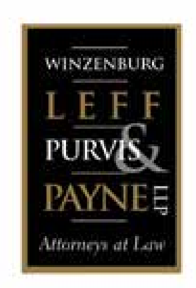
ATTORNEYS



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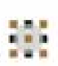

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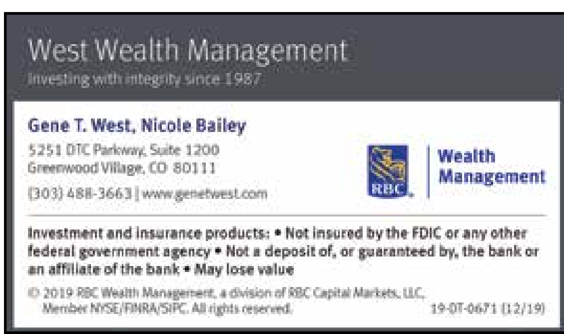

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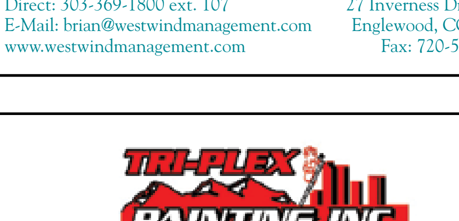

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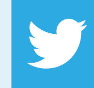

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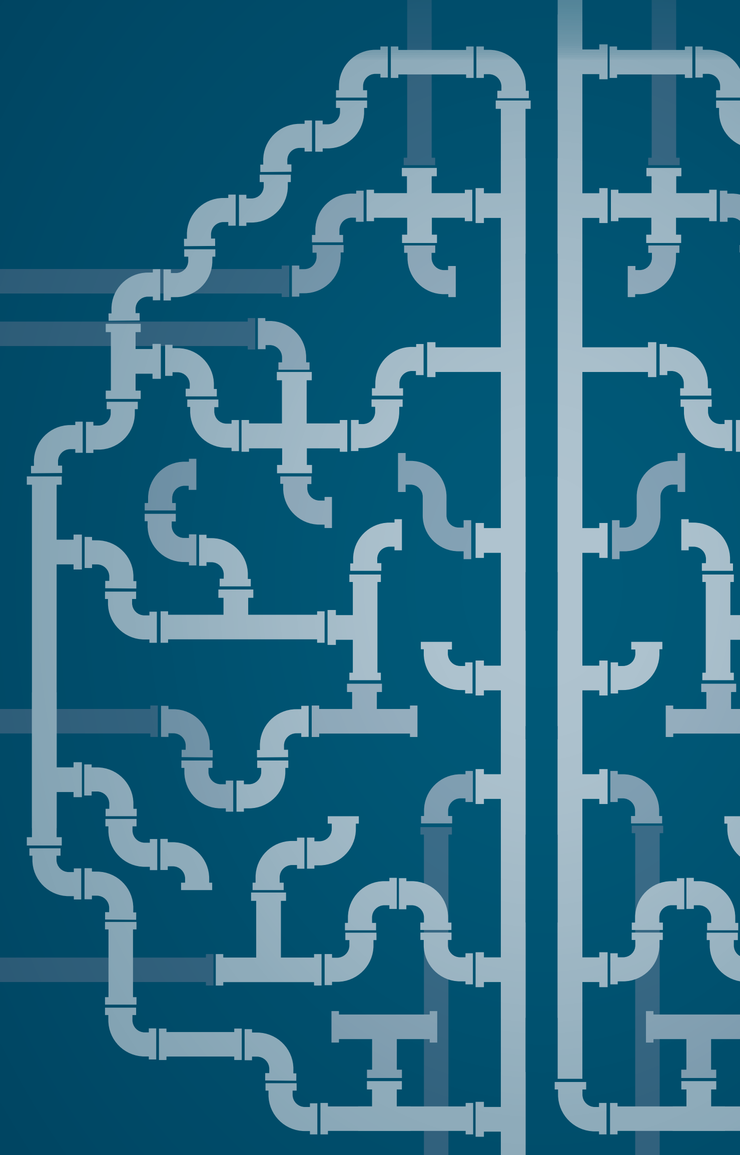

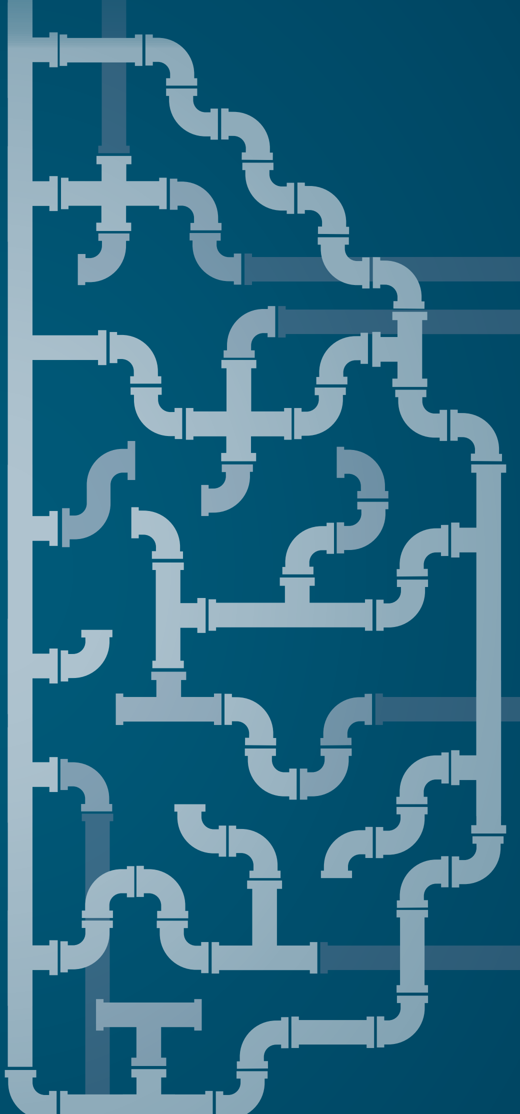

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February	
23 Tue	Manager / PCAM Forum
March	
4 Thu	M100 - The Essentials of Community Association Management
9 Tue	Support Staff Session
26 Fri	Annual Bowling Tournament

April	
13 Tue	Community Association Workshop
15 Thu	PCAM Case Study
27 Tue	CEO / Management Company Forum
28 Wed	CAI-RMC Member Orientation Outreach
29 Thu	Top Golf Event

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