

Community Association Management *Insider*[®]

DECEMBER 2009

INSIDE THIS ISSUE

Q&A 4

- ▶ Starting a Neighborhood Watch Program
- ▶ Maintaining Community's Age-Restricted Designation

Recent Court Rulings 5

- ▶ Association Not Liable for Disability Discrimination
- ▶ Association Must Arbitrate Construction Defect Claims
- ▶ Member Required to Pay Assessment Fees

Model Letter: Give Members Dos and Don'ts for Christmas Tree Safety 7

Association's Defibrillator Helped Save Member's Life

A member in a Pennsylvania homeowner's association credits her quick-thinking neighbors and the proximity of a heart defibrillator device to her home for saving her life. On the night of the emergency, she felt faint and collapsed in her house. Her son called 911 and raced to neighbors while staying on the phone with a dispatcher.

Her neighbors performed CPR on her until two other neighbors shocked her twice with an AED—a portable device that is most often used in cases of cardiac arrest caused by ventricular fibrillation. The association had bought the AED after a door-to-door fundraising campaign in the neighborhood a few years ago. The AED and three others are kept in the homes of emergency responders who live in the community and have AED training.

PRODUCED IN CONSULTATION WITH



FEATURE

FHA Issues Revised Lending Guidelines for Condominiums

The recent Special Issue of the *Insider* took a look at some of the specifics of the Federal Housing Administration's (FHA's) originally proposed mortgage insurance rules, their criticisms, and how some of the requirements may change in advance of the December 7th effective date.

Since then, on November 6, the FHA has issued two documents concerning FHA mortgage insurance requirements for condominium associations. These documents, though temporary, replace earlier proposals issued by the FHA.

The new guidelines are effective for most of the coming year and are intended to help the marketplace transition into a new set of tougher guidelines that will bring the FHA into closer alignment with the project underwriting practices of Fannie Mae.

Importance of Meeting FHA Requirements

FHA approval is important because it allows borrowers to get loans that require down payments of only 3.5 percent and qualify under less burdensome terms. Most conventional loans now require 20 percent down, keeping creditworthy borrowers on the sidelines.

(continued on p. 2)

BEST PRACTICES

Protect Condo Members from Christmas Tree Fire Hazards

As Christmas approaches, many of your members will be setting up Christmas trees in their condominiums. While a beautifully decorated tree can add to the holiday spirit and help create a fragrant indoor atmosphere, Christmas trees can also pose a serious fire hazard to members' condominiums as well as to your building. According to the U.S. Fire Administration, Christmas trees account for an average of 200 fires annually, resulting in six deaths, 25 injuries, and more than \$6 million in property damage. Typically, shorts in electrical lights or open flames from candles, lighters, or matches start tree fires.

The *Insider* consulted fire-safety agencies and experts for tips on how to prevent safety problems with Christmas trees. These tips emphasize the dangers of dry and neglected trees. In other words,

(continued on p. 6)

BOARD OF ADVISORS

David J. Byrne, Esq.
Stark & Stark, PC
Princeton, NJ

Kathryn C. Danella, PCAM
Boca Pointe Community
Assn., Inc.
Boca Raton, FL

Richard S. Ekimoto, Esq.
Ekimoto & Morris, LLLC
Honolulu, HI

Robert M. Diamond
Reed Smith LLP
Falls Church, VA

V. Douglas Errico, Esq.
Marcus, Errico, Emmer
& Brooks, PC
Braintree, MA

Laura K. Sanchez, Esq.
HindmanSanchez PC
Arvada, CO

Ellen Hirsch de Haan, Esq.
Becker & Poliakoff, PA
Largo, FL

Benny L. Kass, Esq.
Kass, Mitek & Kass, PLLC
Washington, DC

Tammy McAdory,
CMCA, AMS
Kiawah Island
Community Assn.
Kiawah Island, SC

P. Michael Nagle, Esq.
Nagle & Zaller, PC
Columbia, MD

J. David Ramsey, Esq.
Greenbaum, Rowe, Smith
& Davis, LLP
Woodbridge, NJ

Gary B. Rosen, CPA, CFE
Wilkin & Guttenplan, PC
East Brunswick, NJ

Tom Skiba
Community Assns.
Institute
Alexandria, VA

Clifford J. Treese
Association Information
Services, Inc.
Honolulu, HI

Jeffrey Van Grack, Esq.
Lerch, Early &
Brewer, Chtd.
Bethesda, MD

Editor: **Eric Yoo**

Executive Editor: **Heather Ogilvie**

Director of Production: **Kathryn Homenick**

Director of Operations: **Michael Koplin**

VP & Managing Director: **Mark Fried**

Editorial Director: **Anita Rosepka**

Community Association Management Insider (ISSN 1537-1093) is published by Vendome Group, LLC, 149 Fifth Avenue, New York, NY 10010-6823.

Volume 9, Issue 7

Subscriptions/Customer Service: To subscribe or for assistance with your subscription, call 1-800-519-3692 or go to our Web site, www.vendomegrp.com. Subscription rate: \$337 for 12 issues (plus \$17 shipping/handling). **To Contact the Editor:** email eyoo@vendomegrp.com. Call: Eric Yoo at (212) 812-8435. Fax: (212) 228-1308.

To Place an Advertisement, Please email Joyce Lembo, jlembo@vendomegrp.com, or call (212) 812-8971.

Disclaimer: This publication provides general coverage of its subject area. It is sold with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional advice or services. If legal advice or other expert assistance is required, the services of a competent professional should be sought. The publisher shall not be responsible for any damages resulting from any error, inaccuracy, or omission contained in this publication.

© 2009 by Vendome Group, LLC. All rights reserved. No part of *Community Association Management Insider* may be reproduced, distributed, transmitted, displayed, published, or broadcast in any form, or in any media without prior written permission of the publisher. To request permission to reuse this content in any form, including distribution in educational, professional, or promotional contexts, or to reproduce material in new works, please contact the Copyright Clearance Center at info@copyright.com or (978) 750-8400. To order high-quality custom reprints of *Insider* articles, please contact PARS International Corp. at VendomeReprints@parsintl.com or (212) 221-9595 ext. 430.

Lending Guidelines (continued from p. 1)

In these economic times, more first-time homeowners are pursuing FHA-insured mortgages for purchasing condominium units. Currently, the FHA alone insures approximately 23 percent of all new mortgage transactions. This is a huge increase since 2007, when FHA-insured mortgages accounted for approximately 5 percent of mortgage originations.

Your condo association has every incentive to ensure that it meets FHA lending guidelines. Once your association or “project” qualifies for FHA mortgage insurance, the FHA may insure mortgages for buyers in your condominium up to a certain percentage of units. Ensuring eligibility will keep property values in your community as high as possible because eligibility increases the pool of potential buyers.

Project Eligibility Requirements

According to the FHA, eligible projects are ones that exist in full compliance with appropriate state law. They have to be residential in nature and cannot be condominium hotels, timeshares, or houseboat projects.

In addition, all condominium project approvals must meet the following requirements:

- For new associations representing newly constructed condominium buildings, at least 30 percent of the total units in your condo building must be sold prior to the endorsement of a mortgage on any unit. After Dec. 31, 2010, the presale requirement will increase to 50 percent. This represents a reduced presale requirement in new construction, compared with 70 percent for loans from conventional lenders.

- At least 50 percent of the units of a project must be owner-occupied or sold to owners who intend to occupy the units. For proposed projects, projects under construction, or projects in their initial marketing phase, the FHA will allow a minimum owner occupancy amount equal to 50 percent of the number of presold units. Through Dec. 31, 2010, or otherwise provided by the FHA, bank-owned units may be disqualified from the percentage calculation.

- Projects must consist of two or more units.

- Projects must be covered by hazard and liability insurance and flood and fidelity insurance where applicable.

- Right of first refusal is permitted, provided it does not violate the Fair Housing Act regulations found in 24 CFR Part 100.

- No more than 25 percent of the total floor area can be used for commercial purposes. The commercial portion must be conducive to residential living, meaning that it is free of “adverse conditions to the occupants of the individual condominium units.”

- No more than 10 percent of the units may be owned by one investor. This limitation also applies to developers/builders that subsequently rent out vacant and unsold units. For condominium projects with 10 or fewer units, no single entity can own more than one unit in the project.

- With regard to delinquent association dues, no more than 15 percent of the total units can be more than 30 days past due with

their condominium association fee payments.

Budget Review, Reserve Study

From the initial guidelines, the FHA did not change how old a reserve study could be. If a lender in the process of pre-qualifying a condominium association for FHA financing finds that an association does not meet the following standards, the lender is allowed to request a reserve study to assess the financial stability of the association. The reserve study cannot be more than 12 months old.

When the lender reviews the association's budgets, the review must determine that the budget is adequate and:

- Includes allocations to ensure sufficient funding for upkeep of amenities and features unique to the community;
- Provides for the funding of replacement reserves for capital expenditures and deferred maintenance amounting to at least 10 percent of the budget; and
- Provides adequate funding for required insurance coverage and deductibles.

Insurance Requirements

The revised guidelines state that condominium projects must be covered by hazard, flood, liability, and other insurance as required by state or local laws, or acceptable to the FHA under the following criteria:

Hazard insurance: The condominium association is required to maintain adequate "master or blanket" property insurance equal to 100 percent of current replacement costs exclusive of land, foundation, excavation, or other items normally excluded from coverage. If the association does not maintain 100 percent coverage, the unit

owner may not obtain "gap" coverage to meet this requirement.

HO-6 coverage: In cases in which the master policy does not include interior unit coverage, the borrower must obtain a "walls in" coverage policy (HO-6).

Liability insurance: The association is required to maintain comprehensive general liability insurance covering all common elements, commercial space owned and leased by the owner's association, and public ways of the condominium project.

Fidelity bond/fidelity insurance: Fidelity bonds/insurance for all officers, directors, and employees of the association, and all other persons handling or responsible for funds administered by the association is required for all condominium projects with 20 or more units, in an amount equal to three months' aggregate assessments on all units plus reserve funds.

Flood insurance: Insurance coverage equal to the replacement cost of the project less land costs or up to the National Flood Insurance Program standard of \$250,000 per unit, whichever is less. If insuring a residential building, the maximum building coverage is \$250,000 times the number of units in the building. The association, not the borrower, is responsible for maintaining adequate flood insurance under the NFIP when the building is located in a Special Flood Hazard Area.

Concentration Limits

For qualified associations, from Dec. 7, 2009, to Dec. 31, 2010, the FHA will provide financing for up to 50 percent of units in a condo association. The FHA, however, will make exceptions, even allowing up to 100 percent, when build-

ings meet an additional set of more stringent criteria. These additional criteria include:

- The project is 100 percent complete and construction has been completed for at least one year.
- All of the units have been sold and no entity owns more than 10 percent of the units in the project.
- The project's budget provides for the funding of replacement reserves for capital expenditures and deferred maintenance in an account representing at least 10 percent of the budget.
- Control of the association has been transferred to the owners.
- The owner-occupancy ratio is at least 50 percent.

From Jan. 1, 2011, or earlier by FHA decree, the concentration limits for FHA financing will revert to the 30 percent benchmark:

- In projects of three or fewer units, the FHA will insure the mortgage of only one unit.
- In projects of 4 or more units, FHA will insure the mortgages of no more than 30 percent of the total units.

For more information and to find the exact language of the revised FHA lending guidelines, visit the U.S. Department of Housing and Urban Development's Web site. Both documents are posted at the following addresses:

◆ www.hud.gov/offices/adm/hudclips/letters/mortgagee/files/09-46aml.pdf

◆ www.hud.gov/offices/adm/hudclips/letters/mortgagee/files/9-46bml.pdf

For more information, visit:

www.communityassociationinsider.com

Search Our Web Site by Key Words: FHA lending guidelines; mortgage insurance rules

Q & A

The INSIDER welcomes questions and comments from subscribers. You can submit your questions through the "Ask the Insider" feature of our Web site, www.communityassociationinsider.com.

Starting a Neighborhood Watch Program

Q I am a member of a community association, and I would like to organize a neighborhood watch program to help prevent crime in the community. My husband is the president of the board of directors. I am worried about liability issues the association might incur as a result of my husband's relationship with the board. Will there be a conflict of interest with my husband's role as board president? Can I organize a neighborhood watch program without the association incurring any additional liability? And can I inform the board of my intention to organize a neighborhood watch program and update the board at meetings of its program?

A According to Colorado attorney Loura Sanchez, managing partner of HindmanSanchez, there is no conflict of interest as long as your husband does not hide his knowledge that there may be a neighborhood watch program being started.

Any group of owners can start a neighborhood watch program with or without the board's support. However, Sanchez recommends that you, or anyone else who starts the program, seek the support and "buy-in" of the board. Also, she feels that keeping the board informed as to the formation process is certainly appropriate.

Generally speaking, Sanchez does not recommend that the board of directors of an association organize a neighborhood watch program, but rather that the directors facilitate the members organizing the neighborhood watch by passing along information to the community, such as notices of organizational meetings.

Theoretically, unless there is something in the governing documents that would prohibit the association from doing so, the association itself could form a neighborhood watch program. However, an association could be held liable if it is deemed to have organized a neighborhood watch and subsequently abandons it, or if it fails to carry out the neighborhood watch duties properly.

The creation of a neighborhood watch program, as an association "service," may be seen as providing "security" and thus increasing the duty that is owed to the members of the community. For example, liability could result if there is no active participation in the program, but the board does not take down the

signs indicating that there is a neighborhood watch program and a member or crime victim relied on the existence of the program for safety.

Maintaining Community's Age-Restricted Designation

Q I manage a 55-and-older-designated adult community. There has been recent concern that we may not meet the Fair Housing Act limits to maintain our age-restricted designation. Can our association pass a rule that no one under 55 years of age may live in it? If not, can we adhere to the requirement that 80 percent of occupied units are occupied by at least one person 55 years of age or older by passing a rule that says that those 20 percent of units without a 55+ person must be occupied by relatives of a deceased over-55 owner?

A The Fair Housing Act (FHA) exempts "housing for older persons" from the prohibitions against discrimination because of familial status. There are two types of age-restricted communities permitted by the FHA. An adult community is permitted to discriminate on the basis of familial status as long as one of the following two situations exist: (1) 80 percent of the dwellings in a housing community are occupied by at least one person age 55 or older and the community provides significant services and facilities for seniors; or (2) the housing community is reserved exclusively (that is, 100 percent) for persons age 62 or older.

According to Florida attorney Ellen Hirsch de Haan, you would have to change your governing documents rather than pass a rule. The 55-and-over restrictions must be contained in the declaration or the bylaws, and cannot be promulgated solely through rule-making. Under the Fair Housing Amendments Act of 1988 and the HUD regulations, an amendment to the documents can provide that all residents must be 55 or over.

Also, as long as at least one permanent occupant is 55 or over, other relatives who are under 55 (and over 18) can reside with that occupant, absent the language mentioned above that would require all occupants to be 55 or over.

Under the law, there is an exception to the 55-and-over restriction for surviving heirs who are already permanent residents at the time the person 55 or older is removed from the unit or the home. If an adult

child has been living with an over-55 parent, and the parent dies or is taken to a residential care facility of some kind, then the heir is permitted to remain in the home without violating the law. Again, it has to be an heir, the person who will inherit the unit, and he or she must be a permanent occupant prior to the over-55 person's removal. This means that this person cannot just have been in the community for two weeks to see how mom is doing.

The 20 percent limit applies only to this exception and to health caregivers who reside in the home. The law basically requires the community to hold itself out to the public as housing for older persons. Allowing 20 percent of the homes to be occupied without at

least one person who is 55 or over is not holding yourself out as housing for older persons. So the relative in question would have to be the heir, and already in residence, in order to be able to stay on.

The law does permit temporary occupancy, without requiring at least one person 55 or over to be in residence. So relatives could be there a few weeks, or even a couple of months a year, without violating the law.

Insider Sources

Ellen Hirsch de Haan, Esq.: Shareholder, Becker & Poliakoff, P.A., 311 Park Place Blvd., Ste. 250; Clearwater, FL 3375; www.becker-poliakoff.com.

Laura Sanchez, Esq.: Managing Partner, HindmanSanchez, 5610 Ward Rd., Ste. 300, Arvada, CO 80002; www.hindmansanchez.com.

RECENT COURT RULINGS

► Association Not Liable for Disability Discrimination

Facts: An association maintains and exercises control over a series of recreational trails on portions of its "common area." The association's trails connect to a larger system of trails maintained by other associations or by government entities. After citing safety concerns for horseback riders and trail hikers as well as damage to trail fencing, the association installed barriers on its trail entry points to prevent vehicles from using the trails.

A disabled trail user sued the association, alleging that he made plans to use the trail by use of a horse-drawn carriage but discovered that the trails were no longer available for use by disabled people who used a vehicle such as a horse-drawn carriage. The user claimed a vehicle such as the trails were a public accommodation and that the association violated the Americans with Disabilities Act by failing to make the trails accessible to him. The trial court granted a judgment without a trial in the association's favor.

Ruling: A California appeals court agreed with the lower court's judgment.

Reasoning: Although recreational common areas within communities can be classified as public accommodations in appropriate circumstances, the court ruled that the trails were not in this instance. The private trails do not transform into public accommodations merely because the association does not actively exclude members of the public from using the trails. There was no evidence suggesting that the trails were built for anyone other than its own members. Also, there is no evidence suggesting that the association encourages public use of its trails through advertis-

ing or other means. Nor does the association charge the public for using the trails or benefits in other ways from the public's use of the trails. As a result, the trails are an amenity provided to the members in exchange for their association dues and are not a public accommodation requiring handicap accessibility.

■ Carolyn v. Orange Park Community Assn., September 2009

► Association Must Arbitrate Construction Defect Claims

Facts: A condo association sued the developer of the condominium for negligent construction and negligent failure to establish an adequate reserve budget for replacement of common elements in the community. There are 102 units in the condominium, and upon the initial sale of 96 of those units, the members signed written agreements with the developer in which they agreed to submit to binding arbitration for claims arising out of the agreements.

When the association filed the lawsuit, it argued that the members' arbitration agreements did not apply. Under New Jersey state law, a condo association has the exclusive authority to sue third parties "to protect the rights and interests of the unit owners in the common elements."

The developer asked the trial court to dismiss the association's complaint and order the association to submit its claim to arbitration. The trial court granted the developer's request, and the association appealed.

Ruling: A New Jersey appeals court agreed with the lower court's decision.

(continued on p. 6)

Recent Court Rulings (continued from p. 5)

Reasoning: The appeals court ruled that because the complaint includes claims related to the common elements and individual claims of the members themselves, the association is bound by the arbitration agreements executed by a substantial majority of the members. To allow the association to bypass arbitration effectively allows members to forgo their arbitration agreements merely because the association is asserting their claims on their behalf.

■ Zephyr Lofts Condo. Assn. v. Henderson Lofts Urban Renewal, LLC, October 2009

► Member Required to Pay Assessment Fees

Facts: A member sued his association for negligence because the condominium was damaged when the association's subcontractor replaced his roof. The member stopped paying his assessment fees because the association failed to repair his condominium. The association filed a counterclaim against the member. It sought to collect the amount owed by the member or to foreclose on the condominium.

The trial court granted a judgment without a trial

in the association's favor and ruled that it was not liable for negligence and that the member was not permitted to withhold his assessments. The member appealed.

Ruling: A Michigan appeals court agreed with the lower court's decisions.

Reasoning: The member tried to argue that the association should be held liable because of the roofing contractor's failure to replace the roof in a skillful manner. However, the court pointed out that one who employs an independent contractor is not liable for any negligent actions of the contractor. The association did not have any control over the roofing work. The damages were caused by the roofing contractor's allegedly negligent conduct when it replaced the member's roof.

With regard to withholding assessments, the member believed that his circumstances were similar to those involving a landlord and tenant. However, according to state law, landlord-tenant laws do not apply to condominium owners and condominium associations. Under state law, the proper remedy for a condominium association's alleged misconduct is to file a claim in court and not to withhold assessment fees.

■ Valentine v. Barclay Association, October 2009

Christmas Tree Fire Hazards (continued from p. 1)

members who choose well-watered fresh trees and who maintain them properly can greatly minimize the risk of fire.

From these suggestions, we put together a Model Letter: Give Members Dos and Don'ts for Christmas Tree Safety. The sections in the letter cover tips for choosing Christmas trees, caring for and decorating trees, and tree disposal. You can make copies of this list and distribute them to your members several weeks before Christmas. It can be a nice way of wishing your members the best for the holiday season and letting them know that the management cares about their safety.

Establish a Tree Disposal Policy

In conjunction with providing a list of safety tips to your members,

you should develop a tree-disposal policy if you don't already have one. A policy can make things easier for your building staff, and it can make your condominium building safer. It can make clean-up easier for your maintenance staff, since they will know which days are designated as tree-disposal days, and it will eliminate the potential danger of a fire starting in a pile of neglected and discarded trees. Here are some items your policy might cover:

- Tell members that they should tie their trees up with twine when they are ready to get rid of them. Have twine available at the manager's office if they need it.
- Give members a deadline for getting rid of their trees—for example, by January 10.
- Set certain days during the week for members to get rid of their

trees—for example, Tuesdays and Thursdays. You may want to pick your normal trash-collection days.

- Designate a spot where members can leave their trees.
- Order an extra Dumpster for the weeks after Christmas.
- Check with your local fire departments. Some offer free disposal services as long as the trees are left in one place.

Insider Sources

Nancy Campbell: Fire Education Coordinator, Oregon Office of State Fire Marshal, 4760 Portland Rd. NE, Salem, OR 97305; www.oregon.gov/OSP/SFMI/

For more information, visit:

www.communityassociationinsider.com

Search Our Web Site by Key Words: Christmas trees; fire hazards

MODEL LETTER

Give Members Dos and Don'ts for Christmas Tree Safety

The tips in this letter were compiled with the help of Nancy Campbell, Fire Education Coordinator of the Oregon State Fire Marshal's Office. Distribute this letter several weeks before Christmas. It provides tips to help your members choose, care for, and dispose of their trees safely.

CHRISTMAS TREE SAFETY

Dear Member:

You may be considering setting up a Christmas tree this year. Please remember that although trees are beautiful, they can also pose a fire hazard if not chosen or cared for properly. Here is a list of dos and don'ts to help you manage your Christmas tree safely.

Best wishes for a happy holiday season!
The Management

CHOOSING A CHRISTMAS TREE

DO

- ✓ Buy a tree about a week before Christmas. This way it should be fresh on Christmas Day.
- ✓ Pick the greenest tree possible.
- ✓ Check needles on the tree. Crush some in your hand. If they spring into shape, the tree is fresh.
- ✓ If you are buying an artificial tree, look for a label that says "UL" or "FL," which indicates that it has been approved by Underwriters' Mutual Laboratories or Factory Mutual Laboratories. These designations mean that the tree is fire resistant.

DON'T

- ✗ Don't buy a tree more than a week before Christmas. It will be dried out by the time the holidays arrive.
- ✗ Don't buy a tree that looks brown or reddish. This means the tree is dried out.
- ✗ Don't buy a tree if the needles fall off when you bend them.

CARING FOR AND DECORATING YOUR TREE

DO

- ✓ Make a cut at a 45-degree angle in the trunk of the tree one inch above the original cut. This allows more water to go up the tree's trunk and keep it fresh. If you do not have a saw to make the cut, ask the lot attendant where you buy the tree to make the cut for you.
- ✓ Mount the tree firmly in a tree stand that holds water.
- ✓ Give the tree at least a quart of water every day for the first few days you have it. Add a tablespoon of sugar to the water. This helps the moisture to spread. Thereafter, water the tree daily.
- ✓ Keep the tree away from radiators, stoves, fireplaces, and any source of heat or open flame.
- ✓ Use only small, "twinkle" lights. These lights do not generate heat. Look for a "UL" or "FL" label.
- ✓ Check tree lights for frayed wires and damaged plugs. If you find any defects, throw the lights away. If you hear

a crackling sound after plugging in a string of lights, the string is unsafe and should be thrown away.

- ✓ Use noncombustible decorations. These include tinsel, ornaments, and "spray snow."
- ✓ Keep the area around the tree clear of any wrappings and boxes the decorations were packed in, as well as gift wrapping, ribbons, etc., from opened gifts.
- ✓ Turn off the tree lights before you go to bed and before you leave the house.

DON'T

- ✗ Don't block exits with the tree.
- ✗ Don't put the tree in a corner. If a fire starts, two walls will be ignited at once.
- ✗ Don't run wires under rugs.
- ✗ Don't overload electrical outlets and plugs.
- ✗ Don't use lighted candles on trees or near other decorations.
- ✗ If your artificial tree is made of metal, don't put any electric lights on it. Use a spotlight or reflective lights.

DISPOSING OF THE TREE

DO

- ✓ Keep your tree for about two weeks. If you keep it much longer, it will become too dry.
- ✓ Check the needles on the tree. Once you start seeing many of them on the floor, it is time to get rid of the tree. It is too dried out.
- ✓ Sweep up needles from the floor.
- ✓ Tie the tree in twine. Check with the manager to find out when and where you should leave the tree so it can be picked up for trash collection.

DON'T

- ✗ Don't leave the tree outside your door or in a stairwell.
- ✗ Don't dump your tree on the sidewalk in front of the building. Children may be tempted to start a fire. Find out from the manager or staff where to leave the tree.

Visit CommunityAssociationInsider.com Today!

FREE 14-Day Trial Subscription

CommunityAssociationInsider.com is designed to answer tough community association management questions — and provide real-world tested solutions, — to day-to-day problems. It contains model tools such as collection policies, rules and regulations, contract or clauses, and notices, as well as employee recruiting aids and risk management checklists to help you put solutions into action.



CommunityAssociationInsider.com

Community Association Management Insider IS ONLINE!



VENDOME GROUP LLC 149 FIFTH AVE NY NY 10010

Presorted Standard
U.S. Postage
PAID
Permit No. 1906
Southern, MD

Open to Read Your Latest Issue