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#### INSIDE

Budgeting During COVID.....	2
New Designations.....	2
To Bee or Not to Bee .....	3
Keeping HOA Communities Healthy during COVID-19.....	5
Negotiate to Win.....	7
Community Association Legislation.....	8
Community Association Managers VS Property Managers.....	9
Aging Infrastructure .....	10
Welcome New Members.....	10
Thank You to Our Sponsors....	11

## THE PRESIDENT'S REPORT

The NGCC CAI started out 2020 with a bang...

Unfortunately, the COVID-19 virus hit our country hard and our local businesses, churches, schools, our entire communities felt the devastating impact of this pandemic.

NGCC CAI had to cancel our luncheons, our spring conference and our annual expo/tradeshow.

I would never of imagined this turning our normal routines so upside down and inside out.

And yet, we hit many milestones. The Chapter exceeded their 2020 Goal for chapter sponsors. We celebrated the accomplishment of reaching over 400 chapter members. Interest in our chapter continues to grow with daily phone calls about joining. We continue to be financially healthy amid other CAI chapters dipping into their reserves. We signed a contract for a new interactive and integrated website for our local chapter which will be launched soon. And we continue to plan for robust lunch programs returning in September.

We continue to plan for our Golf Tournament. It is scheduled for October 30 and I again begin to feel hope that we will be able to resume some sort of a new normal for us here in the Florida Panhandle.

I want to give a huge shout out to our Chapter Executive Director, Kathy Barber. Wow what a year for her to start! But through this all she has been a trooper!! She has been working nonstop on getting our new webpage set up and ready to roll out. She has been in constant contact with the Board of Directors and as you may have seen even sent out a video to try to gain participation in our sponsors own personal Zoom messages. She is very talented and we are so fortunate to have her with us now.

Thank you to all our Diamond, Platinum, Gold and Silver sponsors. We really appreciate your contributions to our Chapter!

To all thank you for your continued support of our Chapter and stay safe out there!

*Patty Campbell*  
**President**



**Patty Campbell**  
Chapter President

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# BUDGETING IN THE TIME OF COVID

## FirstService Residential

Under ordinary circumstances, a community association's annual budget is critical to its financial stability and long-term success. But as we all know, the times we're living in are anything but "ordinary".

A variety of market drivers and a post-pandemic landscape are presenting unique challenges to shaping a solid 2021 budget:

- Unemployment is high
- Interest rates are low
- A number of costs are trending higher in the age of COVID-19
- Insurance coverage is more expensive than ever

Millions of Americans are out of work as the country grapples with the highest unemployment rate in years. Your community association's cash flow may be compromised by the ability of the membership to pay their assessments on time. Some or all of your revenue-generating amenities may have been closed for a period of time – or may still be! And due to very low interest rates, your deposits may be earning less than you anticipated.

As your revenue flow may be

compromised, costs for some essential items are going up. Ensuring your community is healthy and safe for its residents and staff has a greater impact on the bottom line than in the past. CDC guidelines call for enhanced cleaning frequency and practices – more staff might be required to carry these out and the cost of cleaning and disinfecting solutions and equipment is higher than ever.

Insurance is also a budget line item to keep your eye on. Insurance companies are moving away from providing coverage for community associations. Or, if they do, the premiums charged are much higher than normal – up to 80%.

"We kicked off the budget process earlier this year, recognizing the additional challenges community associations have to contend with," said Danny Ellis, vice president of FirstService Residential. "The community associations we manage benefit from our vast depth of

resources and expertise on all facets of property management. We're able to deliver a variety of cost-containment strategies, bulk buying programs, forecasting tools, benchmarking data, banking and insurance guidance, energy conservation and savings – all critical to community associations in this post-COVID age."

A community association's annual budget is much more than an accounting of its revenue and expenses – it's the master plan to its success. Make sure yours is on target to meet your short-term goals and help achieve your long-term vision.



Victoria Klamerus AMS

Ellen Laminack CMCA



# TO BEE OR NOT TO BEE

## BACKYARD BEE KEEPING IN HOA COMMUNITIES

*By Leslie Sheekley of Hand Arendall  
Harrison Sale*

Increasingly in our practice we are asked by clients whether the association has the authority to regulate or prohibit backyard bee apiaries. Honey bee keeping as a hobby has gained popularity in recent years, so if a manager or board of directors hasn't already received an inquiry from a homeowner about having an apiary in their backyard or a complaint about a neighbor who has one, the likelihood is that you will in the not so distant future.

The state of Florida has regulatory authority over beekeeping within the state. By statute (Chapter 586, Florida Statutes), each beekeeper having honey bee colonies in Florida must register with the Florida Department of Agriculture and Consumer Services (FDACS). Once registered, they receive a registration number that must be permanently marked on all honey bee hives and FDACS will periodically inspect the hives for compliance with the requirements of the 'Beekeeper Compliance Agreement' found in Rule 5B-54.0105 of the Florida Administrative Code. Among the requirements of interest to neighbors and HOA boards is that when a colony is situated within 15 feet of a property line, the beekeeper "must establish a flyaway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or a combination thereof that is parallel to the property line and extends beyond the colony in each direction". In addition, the property where the honey bee colonies are located must be fenced or have an equivalent barrier to prevent access and to have a gated, controlled entrance to help prevent unintended disturbance of the colonies. The Rule restricts the number of colonies that may be on non-agricultural, private land, depending on the size of the property, and significantly, with respect to HOA backyard bee keeping, provides that "deed restriction and covenants that prohibit or restrict the allowance for



managed honey bee colonies within their established jurisdiction take precedence and as a result supersede the authority and requirements set forth in Chapter 586 Florida Statutes and Rule Chapter 5B-54, Florida Administrative Code".

What this means for associations is that when dealing with questions about beekeeping activities in the community, you should first look to the declaration of covenants to see if there are any restrictions that would apply to bees or beekeeping. Rare will be the case that the covenants will specifically reference bees or contain provisions regarding the maintenance of bee apiaries in backyards, but there may be restrictions or prohibitions that nevertheless are controlling. For example, if there is a provision restricting the keeping of animals on a parcel, the language may be drafted in such a way that no animals other than dogs and cats are allowed. Since bees are technically by most accounts not only insects, but also 'animals', it might be determined that the covenants prohibit the keeping of bees.

If the covenants don't clearly provide for the regulation of beekeeping, consult with counsel regarding the particular

configuration and circumstances of the proposed or existing apiary to determine if it would fall within a nuisance or other provision of the covenants, and/or whether it is in violation of the requirements of the Beekeeper Compliance Agreement. Most HOA covenants will require compliance with laws and other governmental regulations. A call to FDACS requesting an inspection of an existing apiary or approval of a proposed apiary based on adherence to Chapter 586, F.S. and Rule Chapter 5B-54.011 would typically be appropriate but talk with your attorney to develop the best approach for the particular community involved. Amending the covenants to specifically address beekeeping is also an option, keeping in mind that HOA covenants that prohibit or restrict the allowance for managed honey bee colonies are recognized by the state as taking precedence over the statutory and administrative rule allowances and restrictions.







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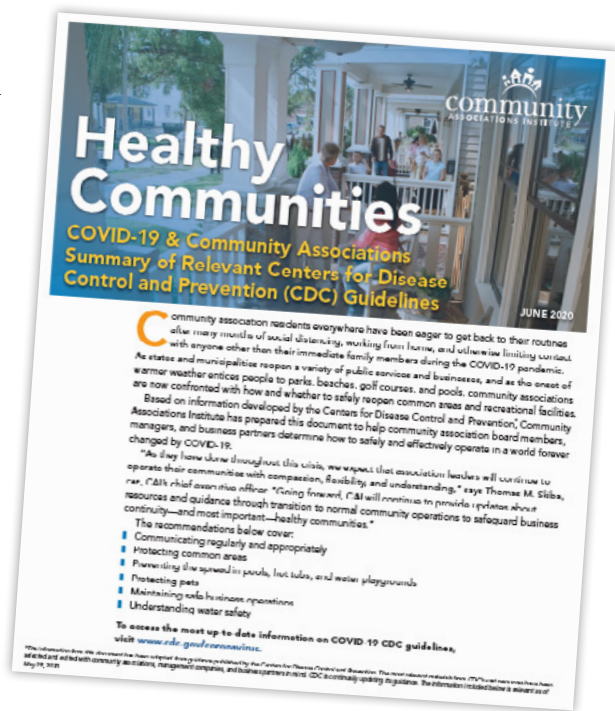
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# KEEPING HOA COMMUNITIES HEALTHY IN A COVID-19 WORLD

By Amy Repke

Homeowners association residents everywhere are eager to get back to their normal routines after many months of social distancing, working from home, and otherwise limiting contact with anyone other than their immediate family members during the COVID-19 pandemic.

As states and municipalities reopen a variety of public services and businesses, and as the onset of warmer weather entices people to parks, beaches, golf courses, and pools, community



associations are determining how and whether to safely reopen common areas and amenities that were closed.

Healthy Communities, a summary of practical advice adapted from Centers for Disease Control and Prevention (CDC) guidelines that are relevant community associations, was created by Community Associations Institute to help board members, community managers, and business partners determine how to safely and effectively operate in a world forever changed by COVID-19.

The recommendations cover communicating regularly and appropriately with residents; protecting common areas; preventing the spread

of COVID-19 in pools, hot tubs, and water playgrounds; protecting pets; maintaining safe business operations; and understanding water safety.

All decisions about implementing these considerations should be made in collaboration with local health officials. Operators of public aquatic venues can consult with local officials to determine if and how to implement these considerations while adjusting them to meet the unique needs and circumstances of the local jurisdiction. Their implementation also should be informed by what is feasible, practical, and acceptable.

>>>To download your copy of CAI's new Healthy Communities guide, visit [www.caionline.org/Coronavirus](http://www.caionline.org/Coronavirus)

## DO YOU HAVE A TOPIC OF INTEREST?

Contact Kathy Barber  
at: (850)797-3472 or  
[ed@cai-ngcc.org](mailto:ed@cai-ngcc.org) to  
submit an article for  
the newsletter.

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# NEGOTIATE TO WIN

By Diana Sada, Construction Defect Attorney, Burg Simpson

Everyone needs to negotiate at some point in life – whether it is attempting to reduce your apartment rent, winning the argument of who needs to take out the trash, or trying to add a couple more dollars into your salary offer. This article, however, focuses on negotiations from a legal perspective, which is crucial for CAMS and Association board members to understand since many Associations engage in litigation, which will likely result in many negotiations.

First, planning for a negotiation is as important as the negotiation itself, if not more. Planning does not need to be onerous. At the very least, it involves determining your overall goal, including what you may be willing to give up in reaching a settlement. It also involves evaluating all parties' strengths, weaknesses, assets, needs, etc. The more you understand the other parties' interests, the better you are able to determine the range your goal may realistically lie in. From the planning stage through the negotiation itself, it is important to focus on one negotiation approach. There are several different approaches to negotiations, but the most basic approaches are: "win-lose" and "win-win".

The win-lose approach involves emotional negotiators who believe there should be a winner and a loser. This creates a more adversarial and usually unproductive negotiation. The win-win approach involves more rational negotiators who understand that even though the wrongdoer may owe them more than the potential settlement, it is best to ignore the



desire to make the wrongdoer "lose" and focus on winning something rather than risk everything. Rational negotiators strip emotion out of the process and accept that the wrongdoer may also win something - i.e., paying or doing less than they should.

Here is an example of how negotiations could take place:

Association enters into a contract with a pool service company in which the company promises to maintain the community pool on a weekly basis, including all equipment maintenance, cleanings and safety compliance. In return, Association agrees to pay the company a flat monthly fee of \$3000. Any equipment replacement is in addition to the flat fee and billed on a time and materials basis by the company. The

company performs well for several months but then bills the Association for an extra \$6500 saying that the pool heater needed to be replaced (\$4000 is for time and \$2500 is for parts). Association was not advised of the need and believes the heater failed because the company failed to properly maintain it, causing the heater to over-heat. The company admits it did not have pre-authorization but claims it was an emergency to keep the pool open. The company mandates you pay immediately or it will stop providing any further services. The contract does not provide for attorney fees but you consult with your general counsel who advises that a settlement is a good idea. Your general counsel bills you \$500 for his services. The company then agrees to negotiate.

First, you plan! You might initially think that you want to pay none of the \$6500 and you also want the company to pay your \$500 in attorney fees because they admitted they did not have pre-authorization and, therefore, did the work improperly. You might be right. But if you do not pay and the company sues you, you will incur more attorney fees and have to find a new pool maintenance provider. For these reasons, you need to be realistic about your goal, which means putting emotion to the side and choosing the win-win approach. Next, you perform your due diligence and learn more about the company, such as how many times they have sued clients in the past, how much work they currently have, how badly do they need the money, etc. Depending on what you uncover, you will pick a range you can live with. You can also be creative and have several "ranges." For example, you might be willing to settle for paying for the parts (\$2500) because you did get a new heater, after all, but not pay for the company's time and labor to install it. Or, you might decide to pay \$3500 total but pay it over time. In both situations, you "win" by not having to pay the entire amount or additional attorney fees, and you keep the same pool company until you can find someone else. Additionally, the company wins because they get paid something, will not have to litigate and pay an attorney, and they get the opportunity to earn your trust back and keep the account ongoing.

In almost any legal battle you will have to negotiate. When you find yourself doing so, it is always better to be a rational negotiator rather than an emotional negotiator and choose the win-win approach.



# COMMUNITY ASSOCIATION LEGISLATION

By Rita Raus CMCA, AMS, PCAM  
Post 2020 Florida Legislative Session  
April 13, 2020

## VACATION RENTALS

Neither of the bills pertaining to vacation rentals, HB 1011 & SB 1128, passed either Chamber of the Legislature. Through the Committee process, we were instrumental in amending both bills to add language protecting Community Associations and eliminating problematic language stating that Vacation Rentals are residential in nature and that owners have a constitutional right to rent their property as a Vacation Rental. While we still felt it advantageous that these bills not pass, we wanted to be certain that should they pass, Community Associations' ability to operate their neighborhood as they deem proper was maintained. The proponents sought up until the very close of the Session to amend language from HB 1011 & SB 1128 onto other pieces of legislation moving through the process but were not successful in doing so.

## EMOTIONAL SUPPORT ANIMALS

We were successful in passing SB 1084 to address people seeking to take advantage of the current system pertaining to ESAs. Since FL law is limited by federal Fair Housing law and HUD guidelines we had to craft the legislation in such a way as to go as far as state law can go while still complying with federal requirements. HUD released their new ESA guidelines on Jan. 28 requiring us to modify the legislation midsession to be compliant which we are able to do and still pass the FL legislation. This bill is pending action by the Governor and would take effect 7/1/2020.

- The definition of an ESA was updated to reflect the same terminology used by HUD in the new guidance.
- The legislation expands the type of allowable documentation that can be used to verify the need for an ESA to including determination of a disability or proof of disability services, as required by the new HUD guidelines.
- It also adds language to allow



telemedicine providers and similarly licensed providers in other states to provide ESA documentation so long as they are acting within their scope of practice and have knowledge of an individual's disability.

- Under the bill, a housing provider can provide a form for a resident to use but cannot deny an ESA simply because the resident used a different format to share reliable documentation with the housing provider. This is consistent with HUD guidance.
- The bill adds language that explicitly states certificates or other items purchased online for a fee do not on their own constitute reliable verification that an individual has a disability. This will help root out the abuse that is happening with online certificate mills.
- The bill allows providers who provide false documentation to be punished under Florida law.
- This bill makes a few key changes to help prevent bad actors from gaming the system while still remaining consistent with HUD guidance. In that regard, the bill does a couple key things:
- The bill clarifies that out of state providers who are certifying the need for an ESA have seen the patient in person on at least one occasion. This language was modified because many of the online certificate/document mills are run by a provider who is in fact licensed in another



state. However, the provider in these cases never interacts directly with the patient and often issues ESA documentation simply because someone pays a fee. This modified language will ensure that an out of state provider has to have a relationship with the patient.

- The bill updates liability language to ensure only the owner of the ESA can be held liable for any damage done by an ESA. This is consistent with Florida's service animal law, the new HUD guidance, and other state laws related to ESAs.

## FLORIDA INSURANCE GUARANTEE ASSOCIATION (FIGA)

Since its inception almost 50 years ago, the FIGA limit for condominium units has been \$100,000 per unit in a building. FIGA is similar to FDIC insured bank accounts. If something happens to make your bank insolvent, your deposits are insured by the FDIC up to \$250,000. In Florida, if there was a major storm and the insurance company your association's master insurance policy is with is unable to pay claims, FIGA steps in to pay them. In the very unlikely and unfortunate case there was a total loss, FIGA would multiply the \$100,000 times the number of units and that would be the limit paid. In today's economy, that would likely leave associations significantly short. HB 529 was passed, after years of trying, that raises that limit from \$100,000 to \$200,000 per unit. Again, this would only be triggered by a loss event that leaves an association's insurance carrier unable to pay claims requiring FIGA's involvement.

But prudence demands that we don't prepare for the best day but for the worst one. This bill has not yet been approved by the Governor and would be effective 7/1/2020.

## LAW ENFORCEMENT VEHICLES

SB 476 passed and has already been signed by the Governor making it effective immediately. This legislation was developed after press reports of an HOA refusing to allow a City of Clearwater police officer from parking her work police car at her home and fining her. The Legislature immediately took action so now an association cannot deny a law enforcement officer from parking their vehicle in their assigned space or at their home. The bill does define what a law enforcement vehicle is so as not to be overly broad. It is not intended to allow for equipment trailers, trucks, etc. This bill was signed by the Governor and has become law.

## FIREWORKS

The Legislature passed SB 140 which allows for the use of fireworks on three (3) "designated holidays": New Year's Eve, New Year's Day and the Fourth of July. There is a provision in the Bill which says that a Homeowners Association may restrict or deny use of fireworks, including on these designated holidays, but only by way of a properly approved and executed restriction found in a declaration of covenants not merely through a rule promulgated by the Board of Directors. This bill does not apply to condominiums or cooperatives. This bill has been signed by the Governor and is now law.

## DISCRIMINATORY ASSOCIATION LANGUAGE

SB 374, by Senator Rouson, passed which contains a provision that clarifies that discriminatory language on covenants is not enforceable and declared null and void. It also helps remove outdated, unenforceable discriminatory housing language in some community association documents by Board action alone. This bill has not yet been approved by the Governor and takes effect immediately upon becoming law.



# UNDERSTANDING THE IMPORTANT DISTINCTION BETWEEN COMMUNITY ASSOCIATION MANAGERS AND PROPERTY MANAGERS

By John Ganoë, CAE, CAMICB  
Executive Director

A common mistake in state legislatures considering community association manager licensing – and among the general public – is to lump community association managers and property managers into the same bucket. While both are very important roles, they are distinctly different professions with functions, skill sets and responsibilities specific to each.

A community association manager can manage every type of community: condominium associations, homeowner associations, resort communities and commercial tenant associations. A community association manager works directly with property owners and homeowners.

Property managers oversee individual rental units or a group of rental units, such as an apartment complex. They're responsible for managing the entire property while community association managers are responsible for common areas – not individually owned properties.

"From a legislative standpoint, this incorrect categorization occurs because state legislators misunderstand the nature of community association management," said Matthew Green, CAMICB Director of Credentialing Services. "They believe that community association management skills are identical to those of a property manager without recognizing the vastly different responsibilities of these two positions."

This misunderstanding of the two professions often bleeds into more general conversations occurring in this space. Compounding this is the reality that there's a slight overlap in a couple of the duties performed. For



example, both property managers and community association managers supervise certain maintenance activities, such as swimming pool upkeep and trash removal. But it's important to understand that community association managers oversee and direct all aspects of running the business operation. This means, they authorize payment for association services; develop budgets and present association financial reports to Board members; direct the enforcement of restrictive covenants; perform site inspections; solicit, evaluate and assist in insurance purchases; and, even supervise the design and delivery of association recreational programs.

Property managers are responsible for managing the actual property and therefore handle the physical assets of the unit at the owner's request. Property managers generally oversee rental units and leases. Their responsibilities might

include finding or evicting tenants, collecting rent and responding to tenant complaints or specific requests. If a property manager is responsible for a vacation or second home, he or she may arrange for services such as house sitting or local sub-contracting necessary to maintain that property. Alternatively, an owner may opt to delegate specific tasks to a property manager and choose to handle other duties directly.

Stephanie Durner, CMCA, AMS, who is the Director of Community Management at River Landing, a private gated golf course community in Wallace, NC, views the distinction this way,

"While property managers are generally charged with overseeing physical structures that are used by people who are not the owners of the property, association managers represent the property owners themselves and are involved in just about every aspect of

the overall community. For instance, if a garage door is broken at a rental house, the tenant would call a property manager or owner/landlord. But if there's a pothole that needs repair or if a neighbor's dog is running loose through the neighborhood, that's a task for the community association manager who both maintains the common areas and upholds the governing rules. To me, community association management is a more holistic approach that contributes to the overall quality of life for all the owners in a community."

Green emphasized, "While some job responsibilities are similar, community association managers have additional functions. It's critical that community association management be recognized as distinct from property management, because association management requires a wider variety of knowledge and skills."

"Because of this, the Community Association Managers International Certification Board (CAMICB) offers and maintains the Certified Manager of Community Associations (CMCA) credential, the only international certification program designed exclusively for managers of homeowner and condominium associations and cooperatives," added Green. "Earning the CMCA credential means an individual has taken and passed the rigorous CMCA examination, proving they have a solid understanding of the business operations involved in being a community association manager."

For community association managers, the bottom line is they understand and are experienced and knowledgeable in the many facets of running a business operation, assuring they provide the best possible service to the associations for which they are responsible.

# AGING INFRASTRUCTURE

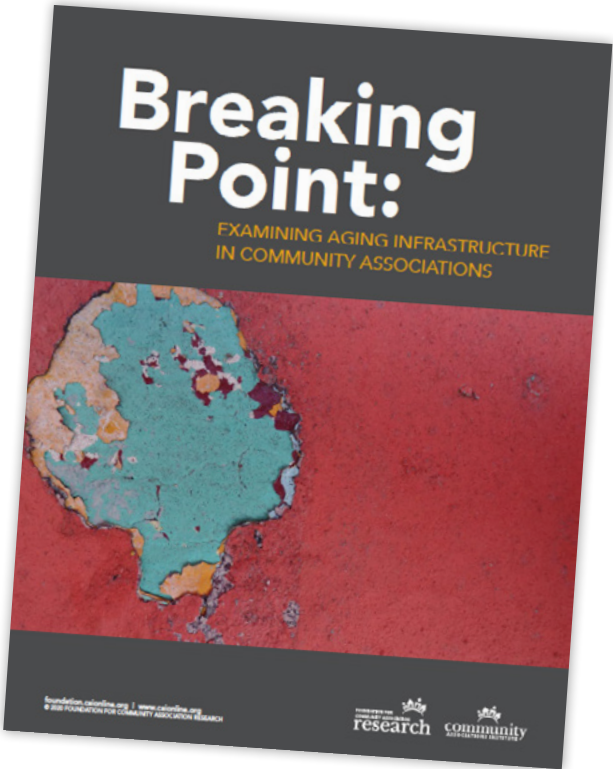
By Melinda Kelejian  
Director of Development  
Foundation for Community Association Research

Over many conversations in recent years, members of the Foundation for Community Association Research have identified aging infrastructures—the physical structures and the components within them that community associations rely on for residents’ safety and well-being—as a critical concern for association managers, boards, homeowners, and residents. [Download Breaking Point: Examining Aging Infrastructure in Community Associations.](#)

Too often, according to Foundation members—and despite occasional inspections and regularly scheduled reserve studies—associations fail to recognize serious structural and system failures. When damage becomes so obvious that it cannot be ignored, the tendency is to make superficial

or temporary repairs and postpone comprehensive, in-depth restoration. To address this growing problem, the Foundation convened a task force comprising attorneys, reserve specialists, engineers, insurance providers, managers, and bankers, to determine what issues are the most prevalent in failing physical components, and—especially—how associations can prepare themselves to address and resolve these issues when they inevitably arise. Community Associations Institute managers, board members, and contractors in community associations across the U.S. responded in a survey to share their recent major capital projects with the task force. More than three-quarters (81%) of survey respondents reported encountering unanticipated and unplanned-for infrastructure issues over a recent three-year period. The aggregated information and observations of these respondents revealed

empirical data that can enlighten thoughtful association boards and committees, community managers, business partners and contractors, homeowners—anyone who is responsible for the investment of community assets. This project represents several years of discussion and countless hours contributed from our volunteer leadership. We are grateful to the Foundation Think Tank, which identified the need for this research and provided funding for this project, and to the members of the Aging Infrastructures Task Force for their steadfast volunteer leadership.



## NEW MEMBERS

### COMMUNITY ASSOCIATION VOLUNTEER LEADERS

Merrilyn Cook  
The Islander • Destin, FL

Denise Andrew  
Sailmaker’s Place Condominium  
Association • Pensacola, FL

### MANAGERS

Timothy Smith  
Marines Aquino, Castle Group  
Patrick Russell, Holiday Isle Improvement  
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