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IN THIS ISSUE

REVIEW OF 2007 APPELLATE COURT DECISIONS CONCERNING HOMEOWNERS ASSOCIATIONS

By: David A. Loewenthal, Esq.
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Editor's Note: Mr. Loewenthal distributed this article as part of the law and legislative update meeting we held earlier this year and is reprinted here with permission. His contact information appears in the sponsor section at the end of this newsletter.

Queen Villas Homeowners Association v. TCB Property Management Co. (2007) 149 Cal. App. 4th 1.

This case involved an association suing its property management company relative to payment of association funds to a board member for services in facilitating a construction defect action by the association. The association alleged negligence and breach of the management contract. The property manager relied on a relatively typical contract clause in management contracts which provided:

> "association agrees to indemnify, defend and hold agent and its employees, agents, officers and directors harmless against any and all claims, costs, suits and damages, including attorneys fees arising out of the performance of this agreement or in connection with the management and operation of the Association, including claims,

> damages, and liabilities…excluding any claims or liabilities arising out of the sole negligence or willful misconduct of Agent or its employees."

The trial court granted a motion for summary judgment in favor of the manager based on the indemnify clause. The appellate court reversed, ruling that this provision was not an exculpatory clause that relieved the manager from claims by the association (first party claims). The court held that indemnity clauses normally applied to third party tort claims. The court found that if enforced as written, the contract would be illusory since any act that constituted a breach, if not willful or based on sole negligence, could not form the basis for a claim. The court set forth a series of requirements for an exculpatory clause to be enforceable, including clear language that the parties "really mean it" when they are relieving the manager from potential liability.

This case is notable for associations in the context of understanding what certain provisions in the management contracts mean and what provisions need to be clarified when considering a renewal of a contract or the hiring of a new management company.

Berryman v. Merit Property Management, Inc. (2007) 152 Cal. App. 4th 1544.

This case involved an attempted class action by certain owners in associations under the Unfair Competition Law alleging that the transfer fees charged by the property manager for the plaintiff's association were violative of the limitation on transfer fees pursuant to Civil Code Section 1368.

The court, following its reasoning in prior cases concerning owner standing to assert claims against the management company, held that Section 1368 applied to charges by the Association for transfer fees but not to charges by the Association's property manager. The court held that the use of the defined term "Association" was significant in removing the manager from the limitations imposed concerning transfer fees.

This case demonstrates the importance of having the association property manager make it clear to escrow and sellers that the management company, not the association, is charging these fees.

Marquez Knolls Property Owners Association v. Executive Risk Indemnity, Inc. (2007) 153 Cal. App. 4th 228.

Executive Risk issued a D & O insurance policy for the association which included an exclusion for claims arising from wrongful acts in any way involving "design, construction, renovation or rehabilitation of any building, structure or other improvement on any real property."

The association and its directors were sued by a homeowner who was sued by another homeowner for view impairment from a structure which the association determined was in violation of the association's CCRs. The association tendered the action to Executive for defense and indemnity and Executive declined, citing the exclusion relating to design of buildings as the basis.

The association filed suit against the carrier alleging breach of the contract and for breach of the implied covenant of good faith and fair dealing. Executive filed a motion for summary judgment based on the exclusion, which was granted.
The appellate court reversed, holding that the association's "determination of violation" was not an act involving design or construction and the exclusion applied to the Association's actual design or construction of an improvement, not that of a third party's.

This decision illustrates what many board's have learned painfully, that a board can never assume that the insurance carrier will treat them properly and that legal advice is a necessity on insurance issues.

Haley v. Casa Del Rey Homeowners Association (2007) 153 Cal. App. 4th 863.

Condominium owners brought an action against their association for nuisance, negligence, breach of contract, injunctive/declaratory relief and breach of fiduciary duty related to association's amendment of governing documents to allow patios of lower units to encroach on common area which previously was not used by the membership for any purpose. The area was previously covered with ivy and if it had been used by other members as a walkway, it would have interfered with first floor unit owners' privacy.

The association circulated a draft amendment to the CC&Rs to members which would allow the board to exercise its discretion to allow patio extensions into this unusable common area. The amendment was apparently approved by 16 of 18 members, enough to amend the governing documents to provide for the use of the common area by these members.

Eventually, the association retracted the permission and asked the encroaching members to remove their patio extensions. All but two voluntarily complied. One of Haley's causes of action alleged that the Board had failed to enforce the governing documents against the remaining two owners. The trial court ruled in favor of the Association. In upholding the decision, the appellate court, relying on Lamden and Nahrstedt (previous court decisions), indicated that the Association has the discretion to select among various means to remedy violations other than expensive litigation and that courts should defer to that discretion as long as in good faith.

This case is supportive of the position that Boards/Association are not absolutely mandated to resort to legal action to enforce governing documents and have considerable discretion when the cost of enforcement through litigation is deemed excessive based on the facts.

Heiman v. Workers' Compensation Appeals Board (2007) 149 Cal. App. 4th 724.

In this case, a homeowners association and its property manager were liable as a principal (employer) for purposes of workers compensation based on the property manager hiring an unlicensed contractor to install rain gutters on condominium buildings, who in turn hired an employee who was injured on the job. The owners of units were held not to be liable.

The result in this case, that the Association was held liable as an employer for the injuries of an employee of an unlicensed and uninsured contractor, is illustrative of the need for boards and property managers to only engage licensed and insured contractors to perform work on association property. The temptation to save money by using unlicensed, uninsured workers

to perform maintenance and repair work should be resisted. Further, obtaining documentation of the license and insurance, including workers' compensation insurance, is absolutely critical.

SELECTED FINANCIAL STATEMENT INFORMATION OPERATING FUNDS AND ASSESSMENTS RECEIVABLE A CONTINUING ANALYSIS

By: Michael J. Gartzke, CPA

Author's Note: I have an accounting practice which includes over 100 homeowner associations, nearly all in South Santa Barbara County. Currently, 60 of these associations require reviewed annual financial statements because their revenues exceed $75,000 per year and the California Civil Code (Section 1365(b)) mandates associations to provide review financial statements to their members at that level of income. In the fall of 2005, my son and I gathered financial information from each association that I review financial statements for and developed an ongoing database of this information along with a schedule showing how each individual association compares to the total sample. In prior issues of the South Coast newsletter, I have shared some of this information and presented some at previous meetings. At our June 2008 meeting on "Collections and Foreclosures & the Subprime Crisis" presented by Sandra L. Gottlieb, Esq., I shared some comparative information regarding delinquent assessment balances and association operating funds.

Operating Funds: Most HOA financial statements will break out operating funds from reserve funds. On an accrual basis balance sheet, the operating fund will generally consist of assets such as operating cash, assessments receivable, prepaid expenses such as insurance and subtract liabilities such as accounts payable, prepaid assessments (paid in advance) and amounts due to the reserve fund from operations. The net amount is the operating fund balance. The operating fund meets the day-to-day expenses of the association such as utilities, insurance, administration and ongoing maintenance and repairs.

Based upon the database noted in the opening paragraph, I compared amounts from May 2006 to May 2008, a two-year period. The combined net operating fund balances (assets minus liabilities) for all 60 associations in the sample were as follows:

May 2006 - $1,286,092
May 2008 - $1,014,261
Decrease - $ (271.831) – **21%**

Increasing expenses such as utilities and insurance have put pressures on operating funds. While many associations have significantly increased assessments during this period, in some cases the increases have not been enough and accumulated operating funds from prior years evidently have been tapped to cover the difference.

Median Operating Funds per Member: The database consists of associations as small as 8 units and as large as 360 with the median size (half larger and half smaller) of 47 units. Overall, just over 4,400 dwelling units are in the sample. While I don't have the ability to verify this, if each unit averages 2 people, then 8,800 of the approximately 200,000 people

who live in South Santa Barbara County (4.4%) are included in the sample. Many people do not live in HOAs but live in apartments or individual homes that are not part of an HOA. This sample represents a significant number of homeowners associations in our area.

Median Operating Funds/Unit

May 2006 - $200
May 2008 - $156

Two years ago, the median association had $200 per unit in operating funds per unit. Now, that amount has dropped 22% to $156. The median monthly assessment in the sample is currently $367 so that the median association has approximately 13 days worth of net assets in its operating fund. Not a huge amount.

Negative Operating Fund Balances: It is possible for an association to have a negative operating fund balance, where the liabilities exceed the assets. Any number of factors can cause this to occur. Unexpected expense increases such as insurance or utilities can cause operating losses and reduce cash. Some associations may retain assessments designated as reserve assessments in the operating account to meet monthly expenses. Assessments paid in advance might be tapped to meet these excess operating expenses. In some cases, operating budgets were not realistic to begin with as peer pressure to limit assessment increases collides with the association's inability to control increases in costs. Negative fund balances can interfere with the timely payment of operating expenses or cause reserves to be underfunded. The two-year comparison of 60 associations shows that negative operating fund balances has increased.

Negative Fund Balances – Associations = 60

May 2006 – 12 associations
May 2008 – 18 associations

Assessments Receivable: Assessments Receivable at the end of the association's fiscal year represent monthly assessments that were due before the year-end but had not yet been paid. Sometimes, this amount can be a single month's assessment or even a portion of a month's assessment. Other times, it can be many months' assessments as owners skip paying the association assessment. While assessments deemed to be collectible by the Association are considered an asset, the Association cannot meet its bills with uncollected funds. Many associations are reporting an increase in delinquent assessments. For the first time in many years, some associations are incurring losses as a result of uncollected assessments.

Assessments Receivable Balances (Delinquent)

May 2006 - $100,388 (Total in the sample of 60 HOA's)
May 2008 - $244,074

This is a startling increase of $143,686 in the two-year period or 143%. Looked at another way, in May 2006, assessments receivable were 7.8% of operating fund balances ($100,388

divided by $1,286,092). In May 2008, receivables were 24% of operating fund balances ($244,074 divided by $1,014,261). This is more than triple the amount from two years ago.

Upon further analysis each member owes an average of $55 to the association. A quarter of the associations have less than $5 per member in assessments receivable but the highest has $393 per member in assessments receivable.

The amount of delinquent receivables continues to trend upwards as I complete my 2007 financial statement reviews. Now more than ever, all associations must be diligent in pursuing collections. Even in the best of circumstances, some associations will have to write-off some delinquent assessments as uncollectible. Your association must send out late notices as soon as assessments become delinquent. Many association assessments are due on the first and late 15 days later (check your governing documents to be sure). Add late fees as permitted by your governing documents or state law. California law allows a 10% late fee per assessment plus 12% annual interest after 30 days. However, your governing documents may only allow a lesser amount. For example, your CC&Rs may only permit a $5 or $10 late fee, no matter how large the assessment. Should you not receive a response (sometimes owners forget, are traveling, etc.) by the middle of the second month, you should consider starting the pre-lien process with your manager, attorney or collection service as you have disclosed in your annual collection policy. Collection options include filing a lien, pursuing the owner in small claims court or foreclosing the lien subject to California law.

An association cannot function without its monthly assessments. In some cases, the amount of uncollectible assessments will be so great that a significant operating budget item will be needed to cover the bad debts. Or, the association may need to impose a special assessment to gain the needed funds. The net result is that the responsible owners will have to cover the debts for the irresponsible owners. In my 26 years of association experience, I have not seen an assessment collection landscape as difficult as this. In the past, nearly all owners had some equity to protect and would take steps to clear past due assessments with a refinance, equity line of credit, a sale or another source of funds. With a decline in real estate values, some owners have no equity to protect and are willing to give up the property in lieu of paying their mortgage and association assessments. This is especially compelling when one considers that South Santa Barbara County is not as heavily impacted by this situation as some other parts of California and the United States.

HOA BOARD MEETINGS – SAMPLE MEETING POLICY TO MINIMIZE DISRRUPTIONS AND GET SOME STRUCTURE

By: Beth A. Grimm Attorney At Law

Editor's Note: Ms. Grimm is a frequent contributor to South Coast HOA from her numerous presentations to us over the years to the many articles that she has allowed us to put into the newsletter. She is a newsletter sponsor and her contact information appears at the back of the newsletter. Her website contains a vast array of HOA information – www.californiacondoguru.com.

Homeowner Forum: In order to assure that ***owners*** have a reasonable opportunity to address the board and other members present, the board shall set aside a time at each meeting (before, during or after, or state time) for a ***"homeowner forum"***. Each speaker shall have about 3 minutes of time. If 3 minutes is not enough, the board encourages the owner to supplement their remarks with a written summary of the points he/she wants to make. The forum time has to be reasonably limited so that the board can conduct the meeting and address items on the agenda. Written materials will be reviewed at the earliest opportunity by the board.

Meetings/Speaking at Forum is Limited to Owners: Only owners will be entitled to attend the meetings and speak, and not tenants, friends, non-owner lawyers, husbands, wives, etc., unless a power of attorney giving the power to do those things is presented to the Association for its records, appointing a person to act in the owner's place.

Agenda Items: At Board meetings, the Board shall not take action on any item not on the agenda, unless the majority of the Board determines that the item qualifies for treatment as an emergency item, or 2/3 of the members present (or if 2/3 of the entire membership is not present, all of the members present) determine there is an immediate need for action, or if the matter was on the agenda for the prior meeting and needs attention, in the opinion of the Board.

Disruptions: The owner forum time is for owner comments. The business portion of the meeting is for conducting business. At a Board meeting, owners are not entitled to participate in the business portion of the meeting, unless the Board solicits comment at that time. If any attendee of the meeting violates this policy by interrupting the board during the business portion of the meeting, or interrupts the Board or others while they are exercising their rights, or refuses to stop speaking when their time is up, or disrupts the meeting in any manner, the owner/person causing the disruption may be asked to leave. If the owner/person does not leave, after being asked, the owner is subject to disciplinary action.

Possible Disciplinary Action: This may include any remedies available under your governing documents, including, but not limited to: **(*THIS IS WHERE YOU NEED* TO *CHECK YOUR GOVERNING DOCUMENTS and include only what they allow or authorize.)***

- Temporary suspension of use of the common area facilities
- Temporary suspension of membership rights including speaking at board meetings, voting, right to attend meetings or other rights
- Fines and/or monetary penalties (assessed against owner of unit)
- Reimbursement Assessment for Attomey's fees incurred by the Association if the Association needs to pay a lawyer or parliamentarian to assist with meetings (assessed against owner of unit)

(BOARD-NOTE- THIS DOES NOT GO IN THE POLICY BUT BE SURE TO UNDERSTAND THAT Before any disciplinary action is imposed, the board will allow an owner an opportunity to be heard at a meeting to be held in executive session, unless the situation requires more immediate action.)

If the problem continues, the board may consider any of the following immediate options:

- Dial 911 or the police, and have the person ejected from the meeting.
- Adjourn the meeting and reconvene at another location behind locked doors.
- Have the owner ejected from the meeting by a Sergeant at Arms if there is one.

AN EXTRA BENEFIT FROM YOUR SOUTH COAST HOA MEMBERSHIP "*CONDO OWNERS ANSWER BOOK"* DISTRIBUTED IN JULY

As part of your 2008 membership, we mailed a copy of Beth Grimm's new book to all association and professional members in early July. The book was mailed to the same address that the newsletter is mailed to. Sometimes, that address may be your property manager or another member of your association.

The book is organized in a question and answer format with chapters such as *"Understanding what you Bought", "What you can and cannot do to your Own Property", "Enforcement of the Rules and Regulations" and "Dealing with Renters"*. While the emphasis of the book is on condominiums, there is much in the book that pertains to all homeowner associations such as planned developments and property owner associations. The target audience is the individual unit owner but yet there is substantial content aimed at boards of directors to help you be a more effective board member. The book is written towards a national audience but since Ms. Grimm is a California attorney, many of the examples included in the book are from California law.

You can obtain additional copies of the book as follows:

- We purchased 20 extra copies of the book which are available from us for $18/each postpaid until they are gone. Just send a check to South Coast HOA at our Goleta PO Box (see front page) and we will ship your book(s) to you.
- The book is available online through Amazon.com. Costs are variable depending upon the number of copies ordered. When going on the website, I typed in "Condo Answer" in the search box and found it right away.
- If you'd like to obtain more than 100 copies of the book, I can provide you with the contact information from the publisher who then can supply you with the cost and shipping information.

It is my hope that as South Coast HOA approaches its 20th anniversary, that we have "raised the bar" by providing informative meetings and newsletters and increased the knowledge base among our local association volunteers. Occasionally, we have been able to provide more substantial reference material such as this book to you. You should consider ordering copies for your board, association lending library or informing your owners about the availability of this book.

PLEASE FEEL FREE TO MAKE COPIES FOR YOUR BOARD MEMBERS
SHARE THIS NEWSLETTER WITH YOUR ENTIRE BOARD OF DIRECTORS

HOW WELL ARE YOUR ASSOCIATION FUNDS INSURED?

By: Michael J. Gartzke, CPA

Most of us have heard that the government agency, the Federal Deposit Insurance Corporation (FDIC) insures deposits up to $100,000. What some people don't realize is that the insurance limit is per depositor, not per account. For example, banks will suggest that you can increase your insurance limit by setting up individual accounts, joint accounts, accounts with your children, etc. to obtain more than $100,000 of deposit insurance with their bank. In a homeowners association, there is only one depositor. The association is a corporation (most of the time) or an unincorporated association (occasionally). Whether the funds are operating or reserves, checking, money market funds or CDs, there is only one insurance limit for an association at any one bank - $100,000. So if an association maintains a $10,000 operating account, a $50,000 money market account and a $95,000 CD with the same bank (total - $155,000), only $100,000 of these funds are insured, leaving $55,000 uninsured. The $100,000 limit has not been raised since 1980.

When a CPA reviews the financial statements of a homeowners association, one of the issues that we consider is whether the association has uninsured funds. This disclosure, if significant, is made in the Notes to the Financial Statements and can also be included in any separate correspondence between the CPA and the association. For many years, the risk of loss from uninsured funds has been considered to be minimal. There have been few bank failures in the past 15 years. Even when there were numerous bank failures in late 1980s, many times an acquiring bank would assume all the deposits of the failed bank, even those deposits greater than $100,000.

Then, along comes the news that on July 11, 2008, IndyMac Bank, headquartered in Pasadena with 33 branches in Southern California was taken over by Federal regulators. According to some early news reports, a Congressman noted his concern about the bank in late June which led to substantial withdrawals of funds by depositors. Furthermore, the bank regulators have a secret list of about 90 banks that they believe are in trouble that they are paying extra attention to and IndyMac Bank was not even on that list.

According to the initial press release, the FDIC will cover all insured deposits (up to $100,000) plus 50% of the uninsured deposits. So in the example of the association in the first paragraph, there would be insurance on the first $100,000 plus half of the $55,000 ($27,500) leaving $27,500 as a potential loss. "If it is determined that you have uninsured funds, the FDIC will generate and mail to you a Receiver Certificate. The Certificate entitles you to share proportionately in any funds recovered through the disposal of the assets of IndyMac Bank, FSB. This means that you will eventually recover some of your uninsured funds." (*FDIC Failed Bank Information – July 11, 2008*)

If your association has uninsured funds, you should consider redistributing some of them to insure all your accounts. Checking and money market accounts are the easiest accounts to move as they have no early withdrawal penalties. Certificates of Deposit, if closed prior to

maturity, have penalties for early withdrawal based upon the term of the investment, higher penalties for longer-term investments.

Many banks have been negatively impacted by the home mortgage crisis and other loan losses. Some of our area's banks are privately or closely held which makes it more difficult to determine how sound the bank is. One local bank has seen its stock price drop by 2/3rds in the past two years. So it would be prudent for any association with deposits greater than $100,000 in any one bank to consider reducing its exposure to uninsured funds as soon as practical.

What about Money Market Accounts that are not in Banks? Some associations have cash in money markets at stock brokerages such as Fidelity Investments, Merrill Lynch, Charles Schwab, etc. Accounts at these kinds of companies are insured by the Security Investors Protection Corporation (SIPC). According to www.sipc.org, SIPC insurance does not work the same way as the FDIC in terms of blanket protection of losses. The SIPC gets involved when the brokerage that you have cash, stocks and other securities gets into financial trouble and these assets go missing. The SIPC does not insure brokerage money market accounts.

For example, here is the disclaimer on the Schwab Money Market Fund - ***An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC). Although money market funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund.***

Here is what is said about the Fidelity Cash Reserves Fund - ***An investment in the fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund. The rate of income will vary from day to day, generally reflecting changes in short-term interest rates. Entities located in foreign countries can be affected by adverse political, regulatory, market, or economic developments in those countries. Changes in government regulation and interest rates and economic downturns can have a significant negative effect on issuers in the financial services sector. A decline in the credit quality of an issuer or the provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.***

At the end of the day, nearly all bank accounts and money market funds carry some element of risk. It is important for you to understand what the risk is and take any steps to help minimize your risk and your association's exposure to loss.

NEW ON WWW.SOUTHCOASTHOA.ORG

In the last newsletter, we noted that all the newsletters from 2000-2005 have been added to the website. We just recently added the 2006 newsletters to the site. These are available for you to review, print and download.

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