

From: Michele Beauchamp mbeaudeesign@icloud.com
Subject: Re: Board Meetings
Date: Feb 15, 2021 at 2:01:44 AM
To: Charlotte Morgan charriopaseo@gmail.com
Cc: Tracy Blake tracyblakebod@yahoo.com, Sean McCarty
seanvillageshoa@gmail.com, Kathleen Schwartz
kschwartzriopaseo@aol.com, Joanna Homer
Jhomer@associatedasset.com

Hello Charlotte,

I would like to inform you and the board the correct procedure according to Arizona law on how board meetings should be conducted, see below. Also since I am not a part of any board decisions on vendor selection, maintenance of the community, discussion or needs for the community, this response will be lengthy. When I receive the meetings agenda packet, replying to your email is the only way I can voice my opinion to this board. These emails are written to make sure the board is enforcing the CCRs and Arizona law for nonprofit corporate businesses. This email and previous emails have been used to inform you and the board of my findings from the vendors you select to the decisions you make without informing the members or me, a board member. A.R.S. § 33-1248. Open meetings; exceptions(A)

A.R.S. § 33-1248. Open meetings; exceptions

E. It is the policy of this state as reflected in this section that all meetings of a condominium, whether meetings of the unit owners' association or meetings of the board of directors of the association, be conducted openly and that notices and agendas be provided for those meetings that contain the information that is reasonably necessary to **inform the unit owners of the matters to be discussed or decided and to ensure that unit owners have the ability to speak after discussion of agenda items, but before a vote of the board of directors is taken.** Toward this end, any person or entity that is charged with the interpretation of these provisions shall take into account this declaration of policy and shall construe any provision of this section in favor of open meetings.

This means the board has to let the members speak on the issue before the

board votes.

I have some questions, suggestions and findings since I'm not part of the boards discussion or decision making before this agenda is written.

5. Dumpster signs: this has nothing to do with the signs but, let's go back to 33-1248. Open meetings: exceptions, (E) informing the unit owners of matters to be discussed or decided and to ensure that unit owner have have the ability to speak after discussing of agenda items before a vote of the board of directors is taken. When are you going to inform the members of the three day a week pick up and the additional cost for the pick up day. Looking at the financials, it's an extra \$500 a month?

Is the board getting rid of our porter service in exchange for a sign? The porter service was contracted because the members have no place to dispose of there bulky items. Putting up signs will not prevent members from putting bulky items in the trash bins or trash area. Waste management will not pick up any bulky items, they only dispose of what's in the trash bins. If the driver sees anything out of the ordinary in those bins he can refuse to pick up. The board really needs to rethink about what the other sign says. **"If full please check other dumpsters location"**, I just carried out a bunch of boxes to the closest dumpster, do you really think I'm going to pick everything up and go to the next dumpster, No.

I saw 3 to 4 members rearranging a dumpster area which was filled with furniture, boxes, trash bags, everything that you could think of. I asked why? Because our porter service did not pick up that week. This is the second time I have asked why didn't this contracted service pick up during Dec 30th - Jan 7th. The next day the Porter Service finally did show up and the furniture was removed and Waste Management emptied the trash bin. This incident should've never had happened to our members because of our weekly contracted vendor did not show up. I have a

copy of this contract and I am the reason why we have a contracted porter service for our members. Former Property Manager, Dawn was nice enough to email me the contract when it was signed. But I can't contact the vendor, only the management. So my question is why are we doing signs? Do you really think these signs are going to prevent our members from stopping them from placing boxes in the trash bin without breaking them down and furniture into the dumpsters area? To spend \$800.05 on trash bin signs is a waste of money when our members already know what they should do with their trash and it would be an insult to them. As a result the members would place their trash bags on the ground.

But if you must have a sign I would suggest the below image. The text comes from our Architectural and Landscape Guidelines, Trash Receptacles. The text covers all items which the two signs you we're going to have done plus additional items. The brown color of the sign would be cohesive to the architectural color palette of the community. I would suggest putting the sign on the interior right hand side door, since the majority of the members are right handed they would open up the right side door where they would see the sign before placing their trash in the dumpster. Placing the sign on the exterior would make the community aesthetically unpleasing. The cost of these signs are considerably less, 5 signs for \$260 plus shipping. Since we have a maintenance contract worker we can have him install the signs, that is why we are paying a monthly fee for. It doesn't take a special signed person to install and put two screws into a piece of wood or strips of exterior Velcro onto the metal bracket on the back of the door. This sign is more about information and would not offend the members. See sign comp below.

6. Insurance policy change: looking at the financials I believe the board has already made the decision for the members without the members being able to speak before the board voted. What was our policy before the board changed it

without my knowledge and members? As a board member I am entitled to review what you will be presenting to the members since I was not involved in the changing or altering the association insurance. On the zoom meeting I suggested a comparison chart of what the association had for insurance and what we would be getting. And then the cost analysis. I would like to see and know what was the association policy? The Insurance companies definition of the policy. A.R.S. § 33-1258. Because according to our CCRs, the Common Element excludes the Unit. So which ever way you interpret the CCRs the definition of Common Element clearly excludes the Unit. And the Association policy coverage is dictated by our CCRs. See below Section.

2.13 "Common Elements" shall mean all portions of the Condominium **other than the Units**, including, without limitation: (a) streets located within the Condominium and (b) any other land, together with all improvements situated thereon, which the Association at any time owns in fee or in which the Association as a leasehold interest for as long as the Association is the owner of the fee or leasehold interest. To the extent that any streets within the Condominium are to be dedicated to the City of Goodyear, the Association shall be responsible for meeting all City requirements. All private streets, sidewalks, signage and street lighting constructed by Declarant shall be maintained by Declarant until such time as any portions thereof are dedicated to the City of Goodyear or until such time as the Association becomes bound by the Covenants, as provided in Paragraph 3.2.

2.44 "Unit" means a portion of a Building designated for separate ownership or occupancy, the boundaries of which are described in Paragraph 1.4.

3.2 Association Bound. Upon approval by the Arizona Corporation Commission of the Articles of Incorporation of the Association, the Covenants shall be binding upon

and shall benefit the Association.

Association Insurance policy:

(6) Any of the following types of property contained within a unit, regardless of ownership, **if your Condominium Association Agreement requires you to insure it:**

- (a) Fixtures, improvements and alterations that are a part of the building or structure; and
- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph A.1.a.(6) above.

Our CCR's clearly states we do not cover the Unit or the Unit is not part of the common element so the Association does not insure the Unit. And the underwriter for the insurance company even mentions this in an email. See below. In Section 10.5.14, Each Unit Owner shall be responsible for:, clearly defines what the Unit Owner is responsible for, "additions, alterations and improvements", describes these improvements.

In the financials for October, November, and December it clearly shows movement of assets, please see attach screenshots and notations below. In the 2021 budget, UNANIMOUS CONSENT TO ACTION, BY THE BOARD OF DIRECTORS, THE VILLAGE AT RIO PASEO CONDOMINIUM ASSOCIATION. Outline the budgeted item code and it's definition 51065 Insurance: This expense covers common area liability insurance as well as the director and officer policy, with a 10% increase assumed. Monthly payment of \$2,532 with a yearly budget of \$30,384. My question to the four board members, what did you do to this line item to double in price in less than three

months? What am I missing here as a board member? Especially when I received a direct quote on the cost of our insurance during the zoom meeting, it was lower than our 2021 budgeted cost for 51065 Insurance. Or did the claim you decided to pay affected the Associations rate? A.R.S. § 33-1243(C). A claim which the Association was not responsible to pay, see email below.

CCRs-The association had insurance on the Common Elements, not the Units

2.13 "Common Elements" shall mean all portions of the Condominium **other than the Units.**

10.5.2 Commencing not later than the time of the first conveyance of a Unit to a person other than Declarant, the Association shall maintain, to the extent reasonably available, both:

(a) Property insurance on the **Common Elements** insuring against all risks of direct physical loss commonly insured against or, as determined by the Board against fire and extended coverage perils. The total amount of insurance after application of any deductibles shall be not less than eighty per cent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

51065 Insurance: This expense covers common area liability insurance as well as the director and officer policy, with a 10% increase assumed.

Email:

From: FLEMING, MARK <MAFLEMING@HANOVER.COM> Sent: Monday, November 30, 2020 10:40 AM

To: Joanna Homer <Jhomer@AssociatedAsset.com> Subject: RE: Travelers
IKN7999

Joanna,

It looks like the unit owner's HO6 has a \$5,000.00 limit for sewer backup on it. What the unit owner seems to want is for the unpaid portion of the claim to go to you/us, **however unless your CC&R language states you hold responsibility for damage to the units themselves, there is nothing we can do here for him.** This isn't a transfer of liability to the property (you), this is just the unit owner wanting coverage for the excess which his policy did not pay for. Does this make sense?

Ultimately, your CC&R language and the association's willingness to take on the remaining ~\$26,000.00 of the unit owner's damages will be what determine us proceeding with the claim investigation, but we cannot guarantee anything until a full investigation is completed for the loss.

As I said above, all of that is only applicable if you want to proceed with your claim. Please advise.

Thanks,

Mark Fleming

Inside Property Claims Adjuster

The Hanover Insurance Group

440 Lincoln St

PO Box 15147

Worcester, MA 01653

D: 720-440-8424

E: mafleming@hanover.com

8. Parking striping proposal: after reviewing the ADA guidelines, one handicap parking space will not meet our community requirement and I would like to see proof of the City of Goodyear sign off for approval of one handicap parking space from this board since I was not involved in the process of obtaining approval from the City of Goodyear. I have already contract the City of Goodyear for confirmation on the change to our handicap parking requirement. Are you aware of the fine for not having appropriate ADA compliancy is, \$50,000-\$150,000. Attached screenshots below. Our parking is not comprised of one parking lot it is comprised of 3-4 parking area which there is to be a handicap space located at each area according to the ADA guidelines. All we need is one handicap visitor which needs to park by the entrance but the handicap spot is located by the pool. Are any of you aware of the application process in order to receive handicap plates? I do because I have handicap plates. Handicap parking spaces are located so the person doesn't half to walk or travel a far distance to their intended location due to a medical reason or disability. One filed complaint to the City of Goodyear and we will be fined. When I was confirming our reduction of handicap spaces I came across the ADA complaint filing for the City of Goodyear, The City of Goodyear makes it really easy to file a complaint. This is plead to making sure the board is doing everything according to law, so the Association doesn't get fined \$50,000+. I am trying to do my fiduciary duty. And I am entitled to see the documents stating we are approved for one handicap parking space for our community according to Arizona law, A.R.S. § 33-1258.

9. Landscape: Sissoo tree removal, Charlotte and Joanna we're going to contact Maracay, by letter if they would replace the trees before the complaint would be sent out. Are you now going back on your word to the members to have a complaint filed through the Register of Contractors of Arizona for the builder to remove and

replace the trees? There is a legitimate complaint to file with the Register of Contractors. It is your fiduciary duty to take this action against the builder. The only way you can get the builder to remove and replace the trees is to have a complaint placed against their license. This is how the association has leverage against Maracay. And not proceeding with the complaint after announcing to the membership is a violation of your fiduciary duties. If you filed the complaint when I was finished with the application we would've probably had the trees removed and replaced by now. Where are the other 2 Sissoo trees located? That information should be on the estimate. What is the board going to do for replacement trees, who's going to pay for the replacement trees? The cost for the 10 removals should be separated out from the pine trees.

Pine Trees: If there is an any urgent need to remove the pine trees from the two locations, disease, bugs, hazard, or cause damage why are these trees been removed? Mature trees located on Association property are considered an asset and removing them would depreciate property value. The only reason I could think of for the removal would be, it sheds too many needles. This is not a legitimate reason to remove mature pine trees. A.R.S. § 33-1243(C). The unit owners were well aware of the pine trees when purchasing the Units. As a board member I truly do not appreciate this issue of going behind a board members back to have trees removed for a board members personal needs or for a member without a legitimate cause for removal. Where is the architectural application for these two issues?

Why should I even waste another minute on these pine trees since the board has already removed 2 pine trees without my knowledge, or the process of approval through the board and an open meeting of the members. Two pine trees we're taking down using Association assets without the Association knowledge or approval. And how do I know this because I found the payment of the invoice. Shame on you. I have proof, something called an aerial, before and after's. So why

are you even going through the board and a member meeting for these 2 pine trees for removal?

10. Pigeon proposal: did you not read the email I sent you on this person and the company? His approach will do damage to our roofs and stucco and potentially void our warranty's on our roofs. He is also not insured. It is our fiduciary duty to hire licensed, bonded and insured professionals trained to do the scope of work which we are hiring them to do. His certification is for extermination of bugs, he's not even license to do extermination of rodents. His estimate is unreasonable for the scope-of-work described and he and his company is a liability to our community. Since this board did not do any research on pigeon abatement and the materials that are used except for me, I was able to find a Pigeon abatement company with an approach that has not been discussed. This company is locating a agricultural feeder needed for our application. The approach would slowly removing the pigeons from our community which would then reduce the pigeon population and maintenance of the feeders which would be placed on selected roof tops. The feeders would not do any damage to the roof tiles or penetrate the roof, they would not be seen from the street. This companies representative would be happy to come and speak to our board and members to present his proposal for the removal of our pigeon problem. But before I could get any costs he first needs to find the appropriate feeder for the application which the feeder will be used for. His estimate would also include removal of any nests, blocking of cubby where pigeons can nest and cleaning as needed with a monthly maintenance program of feeders. This company is licensed in the removal of rodents, insured and bonded. <https://billstermiteco.com/pigeon-control-phoenix-az/>

11. Gate Contract: I requested to have estimates from three different automatic gate companies after I sent information on the three gate companies for quarterly maintenance service. None of the companies presented to the board meet our fiduciary standards for the board to even consider. It has been a month, as a board member I should be able to have input on what vendors should be used for the community. It is our fiduciary duty to make sure the vendors which we choose are license bonded and insured to do the scope of work which they are contracted to do. Our gate contractor which we have under contract right now is licensed in welding, nowhere does he have the license for automatic gates. I gave you options which I pulled from Google and non of you chose to get an estimate from any one of them. That's very suspicious when only vendors from AAM can only be used, I see it as a conflict of interest. The Association definitely isn't benefiting from these vendors because we are not getting qualified contractors who are licensed to do the scope of work. It's our fiduciary duty to make sure we hire contractors that are licensed bonded and insured at the best fair market price and they're not associated with any other vendors which could benefit from. Maybe then our gate wouldn't break down every other week.

Here is one of the gate companies which is licensed with the CR-14. Maybe you can get an estimate from them before the meeting. Or if you're too busy I can get the estimate for you.

<http://uprightrepair.com/our-services/gate-repair-phoenix/>

CR-14FENCING

This classification allows the licensee to install and repair:

1. Metal, wood, and cement block fencing
- 2. Automatic gates**
3. Fire access strobes

4. Cattle guards

5. Low voltage U.L. approved electrical fence protective devices of less than 25 volts and 100 watts

This classification does not allow the licensee to install or repair retaining walls.

You need to open your mind and understand other people have good ideas and accept that your way might not always be the best way but my way is done according to Arizona law.

Village at Rio Paseo

General Ledger

Period 10/1/2020 To 10/31/2020 11:59:00 PM

Posted	Transaction	Source	Department	Note	Debit	Credit	Balance
10/26/2020	10/26/2020	A/P	Operating	A/P Voucher Post: Chk# Auto: AAM, LLC	755.40		5,042.00
				Operating - Net Change: 755.40	755.40	0.00	5,042.00
51046 Gate/Key Expense - Operating							3,143.09
10/26/2020	10/26/2020	A/P	Operating	A/P Voucher Post: Chk# 3363: Signature Gate Systems	379.87		3,522.96
				Operating - Net Change: 379.87	379.87	0.00	3,522.96
51065 Insurance - Operating							33,639.72
				Why are there two insurance policies? As a board member I am unaware of any changes in the insurance policy.			
10/19/2020	10/19/2020	A/P	Operating	A/P Voucher Post: Chk# 3346: The Hanover Insurance Co	2,113.47		35,753.19
10/22/2020	10/22/2020	A/P	Operating	A/P Voucher Post: Chk# 3347: The Mahoney Group	2,556.25		38,309.44
				Operating - Net Change: 4,669.72	4,669.72	0.00	38,309.44
51125 Meeting & Community - Operating							0.00
10/29/2020	10/29/2020	A/P	Operating	A/P Voucher Post: Chk# 3364: Jodi Roberts	125.00		125.00
				Operating - Net Change: 125.00	125.00	0.00	125.00
51155 Legal Fees - General - Operating							607.50
51156 Legal Fees - Collections - Operating							15.00



Village at Rio Paseo

General Ledger

Period 11/1/2020 To 11/30/2020 11:59:00 PM

Posted	Transaction	Source	Department	Note	Debit	Credit	Balance
11/25/2020	11/25/2020	A/P	Operating	A/P Voucher Post: Chk# Auto: AAM, LLC	344.85		5,409.65
				Operating - Net Change: 367.65	367.65	0.00	5,409.65
51046 Gate/Key Expense - Operating							3,522.96
51065 Insurance - Operating							38,309.44
				What is going on in regards to insurance payments? As a board member I am unaware of any changes of insurance in November. The 2021 budget shows one insurance company managing all Association policies.			
11/19/2020	11/19/2020	A/P	Operating	A/P Voucher Post: Chk# 3374: The Hanover Insurance Group	2,113.47		40,422.91
11/23/2020	11/23/2020	G/L	Operating	Refund from Travelers Account 5729D4147		12,781.25	27,641.66
11/23/2020	11/23/2020	G/L	Operating	Mahoney Group Overpayment of Premium		2,566.25	25,085.41
				Operating - Net Change: (13,224.03)	2,113.47	15,337.50	25,085.41
51125 Meeting & Community - Operating							125.00
11/18/2020	11/18/2020	A/P	Operating	A/P Voucher Post: Chk# 3371: Jodi Roberts	75.00		200.00
				Operating - Net Change: 75.00	75.00	0.00	200.00
51155 Legal Fees - General - Operating							607.50
51156 Legal Fees - Collections - Operating							15.00





Village at Rio Paseo

General Ledger

Period 12/1/2020 To 12/31/2020 11:59:00 PM

Posted	Transaction	Source	Department	Note	Debit	Credit	Balance
	51065 Insurance - Operating						25,085.41
	<i>Why has the policy doubled in price? When our policy renewal date is in July 24, 2021. Could this be due to the claim that the 4 board members agreed to pay? And as a result our premium has gone up.</i>						
12/10/2020	12/10/2020	A/P	Operating	A/P Voucher Post: Check 3402: The Hanover Insurance Group	4,251.94		29,337.35
				Operating - Net Change: 4,251.94	4,251.94	0.00	29,337.35
	51125 Meeting & Community - Operating						200.00
	<i>As a board member I should've been told of these increases to the budget.</i>						
12/21/2020	12/21/2020	A/P	Operating	A/P Voucher Post: Check 3436: Jodi Roberts	75.00		275.00
				Operating - Net Change: 75.00	75.00	0.00	275.00
	51155 Legal Fees - General - Operating						607.50
	51156 Legal Fees - Collections - Operating						15.00
	51165 Taxes, Licenses & Fees - Operating						210.00
	51167 Income Taxes - State - Operating						50.00
	51170 Permits/Inspections - Operating						495.00



Village at Rio Paseo
Budget by Category
2021 Built Out - Cash Basis

3 of 10

Date: 1/1/2021 - 12/31/2021

Operating

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
55115 Exterminating Contract	375	375	375	375	375	375	375	375	375	375	375	375	4,500
Total Contracted Services	10,632	9,522	9,522	11,503	9,898	9,898	11,008	9,898	9,898	10,803	9,522	9,522	121,626

General & Administrative

51035 Postage & Copies	500	300	300	300	300	300	300	750	750	300	300	500	4,900
51046 Gate/Key Expense	300	0	0	300	0	0	300	0	0	300	0	0	1,200
51065 Insurance	2,532	2,532	2,532	2,532	2,532	2,532	2,532	2,532	2,532	2,532	2,532	2,532	30,384
51125 Meeting & Community	75	0	0	75	0	0	75	0	0	125	75	0	425
51155 Legal Fees - General	600	0	0	600	0	0	600	0	0	600	0	0	2,400
51156 Legal Fees - Collections	400	0	0	0	0	0	400	0	0	0	0	0	800
51165 Taxes, Licenses & Fees	0	210	0	0	0	0	0	0	0	0	0	0	210
51167 Income Taxes - State	0	0	0	50	0	0	0	0	0	0	0	0	50
51170 Permits/Inspections	0	0	0	0	0	0	495	0	0	0	0	0	495
51175 Bank Charges	0	0	0	0	0	10	0	0	0	0	0	0	10
51195 CPA Services	0	795	0	0	0	0	0	0	0	0	0	0	795
51205 Reserve Study	3,000	0	0	0	0	0	0	0	0	0	0	0	3,000
Total General & Administrative	7,497	3,837	2,832	3,857	2,832	2,842	4,702	3,282	3,282	3,857	2,907	3,032	44,669

Repairs & Maintenance

53005 Common Area Maintenance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
53027 Janitorial Supplies	45	45	45	45	45	45	45	45	45	45	45	45	540
53035 Electrical & Lighting Maintenance	200	0	0	200	0	0	200	0	0	200	0	0	800
53048 Fire Monitoring Repairs	650	0	0	0	0	0	650	0	0	0	0	0	1,300
53055 Pest Control	0	0	195	195	195	0	0	0	0	0	0	0	585
53108 Roof Repair	1,000	0	0	1,000	0	0	1,000	0	0	1,000	0	0	4,000
53205 Pool / Spa Repairs & Maintenance	100	150	300	350	350	350	350	350	150	150	150	100	2,850
53215 Pool / Spa Supplies & Chemicals	100	150	250	250	300	300	300	300	250	200	150	100	2,650
53305 Landscape - Other	150	150	150	300	300	300	300	300	300	150	150	150	2,700
53316 Irrigation Repair	250	250	300	300	300	300	300	300	300	250	250	250	3,350





Information and Technical Assistance on the Americans with Disabilities Act

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- Enforcement

CIVIL MONETARY PENALTIES INFLATION ADJUSTMENT UNDER TITLE III

On March 28, 2014, the Department of Justice issued a **Final Rule** that adjusts for inflation the civil monetary penalties assessed or enforced by the Civil Rights Division, including civil penalties available under title III of the Americans with Disabilities Act of 1990 (ADA). For the ADA, this adjustment increases the maximum civil penalty for a first violation under title III from \$55,000 to \$75,000; for a subsequent violation the new maximum is \$150,000. The new maximums apply only to violations occurring on or after April 28, 2014.

This Final Rule is a non-discretionary agency action made pursuant to Section 4 of the Federal Civil Penalties Adjustment Act of 1990, as amended (Adjustment Act), which mandates the Attorney General to adjust for inflation the civil penalties assessed or enforced by the Department of Justice. The amounts of the adjustment were determined according to a specific mathematical formula set forth in Section 5 of the Adjustment Act. The previous adjustment under the ADA occurred in 1999.

[PDF \(Federal Register format\)](#) | [HTML \(Federal Register\)](#)

- Selected Topics**
- Omstead
 - HIV and AIDS
 - Employment
 - Barrier-Free Healthcare Initiative
 - Regulatory Development
 - Project Civic Access
 - ADA Business Connection
- Resources**
- Federal ADA & Section 504 Resources
 - Reports & Updates
 - Section 508
 - ADA.gov Archive

- Titles of the ADA**
- Employment (Title I)
 - State & Local Government (Title II)
 - Public Accommodations and Commercial Facilities (Title III)
- Department of Justice ADA Responsibilities**
- Technical Assistance
 - Enforcement
 - Mediation
 - Regulations
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 - Civil Rights Division Home Page
 - Disability Rights Section Home Page
 - Freedom of Information Act
 - En Español
 - Privacy Policy



ADA Design Guide

1

Restriping Parking Lots

Accessible Parking Spaces

When a business, State or local government agency, or other covered entity restripes a parking lot, it must provide accessible parking spaces as required by the ADA Standards for Accessible Design. Failure to do so would violate the ADA.

In addition, businesses or privately owned facilities that provide goods or services to the public have a continuing ADA obligation to remove barriers to access in existing parking lots when it is readily achievable to do so. Because restriping is relatively inexpensive, it is readily achievable in most cases.

This ADA Design Guide provides key information about how to create accessible car and van spaces and how many spaces to provide when parking lots are restriped.



Accessible Parking Spaces for Cars

Accessible parking spaces for cars have at least a 60-inch-wide access aisle located adjacent to the designated parking space. The access aisle is just wide enough to permit a person using a wheelchair to enter or exit the car. These parking spaces are identified with a sign and located on level ground.

Van-Accessible Parking Spaces

Van-accessible parking spaces are the same as accessible parking spaces for cars except for three features needed for vans:

- a wider access aisle (96") to accommodate a wheelchair lift;
- vertical clearance to accommodate van height at the van parking space, the adjacent access aisle, and on the vehicular route to and from the van-accessible space, and
- an additional sign that identifies the parking spaces as "van accessible."

One of eight accessible parking spaces, but always at least one, must be van-accessible.



Minimum Number of Accessible Parking Spaces

ADA Standards for Accessible Design 4.1.2 (5)

Total Number of Parking spaces Provided (per lot)	Total Minimum Number of Accessible Parking Spaces (60" & 96" aisles)	Van Accessible Parking Spaces with min. 96" wide access aisle	Accessible Parking Spaces with min. 60" wide access aisle
Column A			
1 to 25	1	1	0
26 to 50	2	1	1
51 to 75	3	1	2
76 to 100	4	1	3
101 to 150	5	1	4
151 to 200	6	1	5
201 to 300	7	1	6
301 to 400	8	1	7
401 to 500	9	2	7
501 to 1000	2% of total parking provided in each lot	1/8 of Column A*	7/8 of Column A**
1001 and over	20 plus 1 for each 100 over 1000	1/8 of Column A*	7/8 of Column A**

* one out of every 8 accessible spaces

** 7 out of every 8 accessible parking spaces

Location

Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance. Where buildings have multiple accessible entrances with adjacent parking, the accessible parking spaces must be dispersed and located closest to the accessible entrances.

When accessible parking spaces are added in an existing parking lot, locate the spaces on the most level ground close to the accessible entrance. An accessible route must always be provided from the accessible parking to the accessible entrance. An accessible route never has curbs or stairs, must be at least 3-foot wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater than 1:12 in the direction of travel.

Accessible parking spaces may be clustered in one or more lots if equivalent or greater accessibility is provided in terms of distance from the accessible entrance, parking fees, and convenience. Van-accessible parking spaces located in parking garages may be clustered on one floor (to accommodate the 98-inch minimum vertical height requirement).

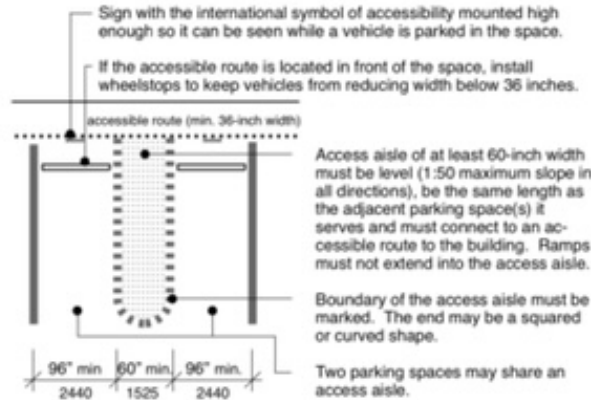
Free Technical Assistance

Answers to technical and general questions about restriping parking lots or other ADA requirements are available by telephone on weekdays. You may also order the ADA Standards for Accessible Design and other ADA publications, including regulations for private businesses or State and local governments, at any time day or night. Information about ADA-related IRS tax credits and deductions is also available from the ADA Information Line.

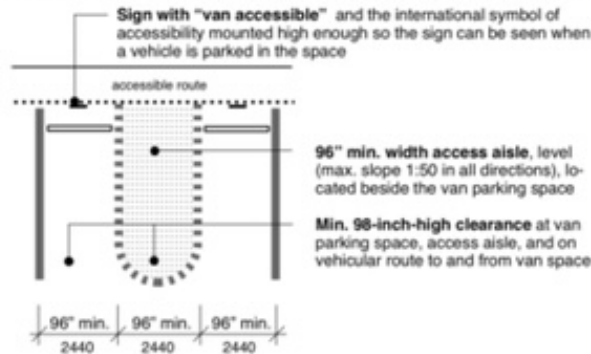
Department of Justice ADA Information Line

800-514-0301 (voice)
800-514-0383 (tty)

Features of Accessible Parking Spaces for Cars



Three Additional Features for Van-Accessible Parking Spaces



Internet

You may also review or download information on the Department's ADA Internet site at any time. The site provides access to ADA regulations, technical assistance materials, and general ADA information. It also provides links to other Federal agencies, and updates on new ADA requirements and enforcement efforts. Internet address:
www.usdoj.gov/crt/ada/adahome1.htm

Reference:

ADA Standards for Accessible Design (28 CFR Part 36):

- § 4.1.6 Alterations;
- § 4.1.2 Accessible Sites and Exterior Facilities: New Construction, and
- § 4.1.6 Parking and Passenger Loading Zones.

No Trespassing

Video Sur



TRASH RECEPTACLES

To maintain sanitation, you are asked to bag your trash and break down your boxes. Do not place or discard batteries, tires, oil, transmission fluid, hazardous waste, furniture or mattresses in the receptacles or in the receptacle area. The disposal of this type of debris is the homeowners responsibility. Receptacle lids are to be closed after use. When lids are left open, odors increase, and are a nuisance and health hazard to all residents.

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Heading
TRASH RECEPTACLES

Second Message
To maintain sanitation, you are asked to bag your trash and break down your boxes. Do not place or discard batteries, tires, oil, transmission fluid, hazardous waste, furniture or mattresses in the receptacles or in the receptacle area. The disposal of this type of debris is the homeowners responsibility. Receptacle lids are to be closed after use. When lids are left open, odors increase, and are a nuisance and health hazard to all residents.

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Sign and Text Color

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3M Engineer Grade Reflective Alum.	\$53.95	\$50.05	\$47.75	\$47.20	\$46.45	\$45.45	\$44.95	\$43.45	\$38.45	\$34.45
+ Set-up fee for Semi-Custom Sign, 18" x 24"										\$0.00

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Customer Reviews

★★★★★ Size: 24" x 18" Material Type: Engineer Grade Reflective Aluminum Sign, 60 mil

4.0 ★★★★★ Google Customer Reviews

Michele Beauchamp

Text [858.829.7605](tel:858.829.7605)

Please excuse any typos or grammar due to dictating or typing on electronic

devices.

On Feb 12, 2021, at 3:15 PM, Charlotte Morgan <charriopaseo@gmail.com> wrote:

Reminder of board meeting plan

----- Forwarded message -----

From: **Charlotte Morgan** <charriopaseo@gmail.com>

Date: Thu, Jan 21, 2021 at 6:02 PM

Subject: Board Meetings

To: Sean McCarty <seanvillageshoa@gmail.com>, Tracy Blake

<tracyblakebod@yahoo.com>, Kathleen Schwartz <kschwartzriopaseo@aol.com>,

Michele Beauchamp <mbeaudeesign@icloud.com>

Cc: Joanna Homer <Jhomer@associatedasset.com>

The Board Meetings have been lengthy and we do not seem to accomplish much. Many items on the agenda from the first meeting are still not resolved.

In light of this, Joanna will do her best to get the Board Packets out a week before the meeting. This will give plenty of time to review all the agenda items. When reviewing the agenda items, if you have questions, please ask them so they can be answered before the meeting. This will allow us to present and explain the agenda items, make a motion, and vote. We would then have time at the end of the meeting for questions from the members with 2 minutes allowed per member.

I hope this will help. If you have any other ideas, please let me know.

Thank you so much for all the time.

Charlotte