



**Cheshire Forest Homeowners Association**  
500 Cheshire Forest Drive  
Chesapeake, VA 23322

## **Regular Meeting of the Board of Directors**

**Meeting Minutes**  
December 17, 2024

According to Article XI, Section I of the Cheshire Forest Homeowners Association By-Laws, a regular meeting of the Board was held on Tuesday, December 17, 2024, at 500 Cheshire Forest Drive, Chesapeake, VA 23322.

The President, Mrs. Karol, opened the meeting at 6:30 p.m.

- **Board Members Present:** Mrs. Karol - President, Mr. Orbison – Vice President, Mr. Graham - Secretary, Mr. Heinecke - Treasurer, Mrs. McKlveen - Director, and Mr. Granata - Director
- **Board Members Absent:** Mr. Szpara - Director
- **United Property Associates:** Represented by Jennifer Jacobsen

Mrs. Karol motioned for the Board to move into an **Executive Session** to discuss Due Process, Compliance Violations, the Delinquency Report, and Contracts. The motion was seconded by Mrs. McKlveen and unanimously approved by all board members present. Open Session was reconvened at 7:00 pm.

### **Business brought out of Executive Session:**

Mrs. Karol motioned to write off any delinquent balance under \$25 as listed on the December 1, 2024, Membership Dues Delinquency Report. The motion was seconded by Mrs. McKlveen and unanimously approved by all board members present.

Mrs. Karol moved to approve the November 19, 2024, Minutes of The Regular Meeting of the Board of Directors as written; The motion was seconded by Mrs. McKlveen and unanimously approved by all board members present.

It was noted that the board authorized the publication of the draft November 19, 2024, Annual Members Meeting minutes.

Mrs. Karol moved that the agenda be adopted with the deletion of "7. (j) Playground Committee." The motion was seconded by Mr. Heinecke and unanimously approved by all board members present.

### **Member Forum:**

1 member present

### **Committee Reports:**

It was noted that the Committee leads are as follows:

#### **Architectural committee:**

- Mr. Granata is the board member in charge of ACC liaison. Mr. Gold is the Architectural Committee Chair with Mr. Connolly and Mr. Corcoran being the two additional committee members, as required

by our governing documents.

**Communications Committee:**

- Mrs. McKlveen - Chair

**Documents Committee:**

- Mrs. Karol - Chair

**Landscaping Committee:**

- Mr. Granata - Chair

**Neighborhood Watch/ Security Committee:**

- Mrs. Griner - Chair

**Nominating Committee:**

- Mr. Szpara - Chair

**Pool Committee:**

- Mrs. Von Tersch - Chair

**Tennis Committee:**

- Mr. Graham - Chair

**Clubhouse Committee:**

- Mrs. McKlveen - Chair

**Social Committee:**

- Mr. Heinecke - Chair

**Swim Team:**

- Mrs. Dhanji - Chair

**Financial Report:**

The report provided to the Board by Mrs. Jacobsen was reviewed.

**Manager's Report:**

The report provided to the Board by Mrs. Jacobsen was reviewed.

**Operating Schedule:** The operating schedule was reviewed.

**Old Business:**

- **Bathroom remodel** - Mr. Granata moved to approve the proposal from J.G. Evans Construction for \$3,240 to cover additional subfloor replacement work related to the bathroom remodel as written (Appendix A). The motion was seconded by Mrs. McKlveen and approved by Mr. Granata, Mrs. Karol, Mrs. McKlveen and Mr. Orbison. Mr. Heinecke and Mr. Graham abstained from the vote.

**New Business:**

- **Pool Resurfacing:** Mrs. McKlveen motioned to accept the proposal from Continental Pools in the amount of \$64732.50 for the pool resurfacing and repairs as written (excluding the mesh cover for \$16100)

(Appendix B). The motion was seconded by Mr. Granata and unanimously approved by all board members present.

- **Updated UPA Contract:** Mrs. McKlveen motioned to accept the contract from United Property Associates in the amount of \$47,853.60 per Anum for the management of the Association as written (Appendix C). The motion was seconded by Mr. Granata and unanimously approved by all board members present.

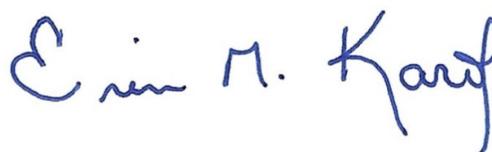
**Other Items:**

- A Special Meeting of the Social Committee to discuss the 2025 social calendar is scheduled for January 7, 2025, at 6:00 p.m. at the clubhouse.
- A Special Meeting of the Board to discuss communications and data is scheduled for Tuesday, January 14, 2025, at 6:00 p.m. at the clubhouse.

The next regular board meeting is scheduled for Tuesday, January 21, 2025. With the agenda completed, the meeting was adjourned at 8:50 pm.



Matt Graham, Secretary



Erin Karol, President

# Appendix A



PROPOSAL

DATE	PROPOSAL #
12/16/2024	20304

NAME/ADDRESS
Cheshire Forest C/O United Property Associates 301 Bendix Rd. Ste. 300 Virginia Beach, Virginia 23452

LOCATION:
Clubhouse Subflooring
INFO:
J Jacobsen

DESCRIPTION	TOTAL
<p>COST TO REFLECT LABOR MATERIAL REMOVAL OF CONSTRUCTION RELATED DEBRIS FOR THE FOLLOWING WORK UNLESS OTHERWISE INDICATED.</p> <p>All inclusive</p> <p>sub floor replacement</p> <p>To remove existing damaged sub floor and replace using younger and groove plywood . Ensuring all needed blocking and fastening. On both bathrooms .</p>	3,240.00

2425 Bowland Pkwy #113 Virginia Beach, VA 23454 (757) 463-1015 FAX: (757) 463-0754 Email: JGEvansco@gmail.com
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TERMS
1/2 DOWN - BALANCE D...

PROPOSAL EXPIRES
12/26/2024

<b>TOTAL</b>	<b>\$3,240.00</b>
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SEE TERMS AND CONDITIONS

Signature (approval for work)

*Erin M. Kauff* ...

## TERMS AND CONDITIONS

Contractor expressly warrants that it will repair any all defects in material or workmanship which effects appearance within one year from date of contract. For a period of one year from date of contract, applicable manufactures warranties shall apply thereafter it is agreed between parties hereto that the sole exclusive remedy of owner shall be stated in said warranty. There are no other warranties express and/or implied. Owner must notify contractor of said defects and allow reasonable time for correction of same. Owner shall have no remedy against contractor for loss of time, inconvenience, loss of use, cost of repairs by another person, or any other incidental and consequential damages and thus, owner's sole remedy, as stated herein shall be exclusive, and not in addition to any other remedies which might otherwise be granted to owner by applicable Virginia law.

Except as otherwise specified, the contractor is not responsible for removal and/or replacement of sheathing or lumber and in no case when installing siding and/or replacement windows is the contractor responsible for removing or replacing studs, structural members or sill plates.

It is agreed that the contractor shall not be liable for any interior damage either to building or contents, either during construction or thereafter during the warranty period, and the owner(s) agree(s) to save the contractor harmless thereof, should common or individual property in the community be damaged while performing contracted work, the contractor will be held harmless.

The owner(s) and/or co-signer(s) agree(s) that in event of any breach of this contract by owner, owner is indebted to the contractor for the cost of any and all special order items, any and all out-of-pocket and/or compensatory damages, and loss of profit for this transaction suffered by contractor plus reasonable attorney's fees incurred by the contractor in order to collect the foregoing and/or any controversy in litigation in relation to this work.

In the event that owner fails to pay the agreed price for said work as specified in this contract, and it becomes necessary for contractor to institute suit for the purpose of collection of stated amount, owner agrees that they shall be liable for reasonable attorney's fees, reasonable interest and any and all costs incurred by contractor in order to collect agreed amount(s).

The owner understand(s) that the contractor is not responsible for delays beyond its control such as but not limited to weather conditions and product availability. Delays due to such items shall not constitute abandonment of project. Delays are in addition to any statement included herein when estimating time frames for project completion.

It is expressly understood and agreed that this contract is binding immediately when signed and is non-cancelable thereafter except as contained in the "buyer's right to cancel (with-in three days of signing contract).

It is agreed that in no event shall liability of the contractor exceed the contracted price.

The owner(s) agree(s) that this contract constitutes the entire agreement between the owner(s) and contractor unless otherwise, indicated and agreed upon by both parties.

If this is an insurance claim, the owner(s) is responsible for payment to the contractor unless a specific agreement in writing has been made. Providing the customer has valid effective insurance coverage for all or part of the service to be performed by the contractor, the owner(s) further authorizes and directs their insurance carrier to pay the contractor direct and to name the contractor on any and all insurance drafts applicable to this loss. **In order to expedite payment to the contractor, the owner(s) hereby appoints J.G. Evans Construction, Inc. its attorney-in-fact, authorizing the contractor to endorse the owner(s) name to cash or deposit insurance company drafts and checks for the contractor.**

A late charge of 1.5% monthly will be assessed for any invoices paid 30 days past invoice date.

Signing of the contract constitutes agreement to the above stated "Terms and Conditions".



Continental Pools - SOVA  
 4805 Market Drive,  
 Newport News, VA 23607  
 757-213-8181

**Cheshire Forest HOA  
 Swimming Pool Repair/Maintenance Specification**

Please provide an authorizing signature at each item and fax this page to (301) 498-2709

**Repairs**

<u>Name</u>	<u>Qty/Units</u>	<u>Price</u>	<u>Ext. Price</u>	<u>Owner Initials</u>
Abandon Skimmer Equalizer Line or Modify to Comply with VGB Act	10.00 Each	200.00	2,000.00	<u>EMK</u>
[Must Do - Compliance]				
Resurface Pool, Prep, Bondkote, Trim Tile and Curing main pool and wading pool, standard white plaster to include new racing line non-skid tiles, new wall steps, and MD frames and grates	1.00 total	58,950.00	58,950.00	<u>EMK</u>
[Recommended]				
Remove and Replace Pool Perimeter Caulk - More than 200 LF	314.00 Ft	11.25	3,532.50	<u>EMK</u>
[Recommended]				
Deck Repair saw cut new deck to insert expansion joint	1.00 Each	250.00	250.00	<u>EMK</u>
[Recommended]				
Smart Mesh Cover Installation main pool and wading pool	1.00 Each	<del>16,100.00</del>	<del>16,100.00</del>	_____
[Recommended]				

**Appendix B**

Parts

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<u>Name</u>	<u>Qty/Units</u>	<u>Price</u>	<u>Ext. Price</u>	<u>Owner Initials</u>
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		Repairs Subtotal:	80,832.50	64,732.50
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		Parts Subtotal:	0.00	
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		Total:	<del>80,832.50</del>	64,732.50 am
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*\*Sales Tax will be added to the parts invoice upon billing.*

*\*\* If you are a DC customer, sales tax will be added to all parts, construction, and repair invoices upon billing.*

*Prices quoted are valid for 30 days from 11/4/2024.*

**Abandon Skimmer Equalizer Line or Modify to Comply with VGB Act**

Resurface Pool, Prep, Bondkote, Trim Tile and Curing

1. Contractor will provide all labor and material necessary to drain the pools and prepare the surface for replastering.
2. Contractor will cut and chip along existing waterline tile and around all pool fittings.
3. Contractor will wash the pool shell and apply bond coat prior to resurfacing.
4. Contractor will provide all labor and material necessary to replaster the pool shell. Contractor will utilize a plaster that consists of two (2) parts marble dust to one (1) part white portland cement. The plaster will be applied over a "scratch coat" and will have a thickness of 3/8 to 1/2 inch. The finish will be smooth troweled.

**WARRANTY, WORKMANSHIP:** American Pool covers delamination and hollow areas of the new surface for Two (2) years. Warranty does not cover staining and calcification defects that may occur due to improper balance of water over the winter. Swimming pool plaster requires a specific start up procedure. Upon finishing, American Pool will provide the community with an instructional document outlining this requirements. Failure to follow procedure may cause failure of plaster. Additional transition line tiles and/or step marking tiles may be needed in order to meet code requirements. Until day of the job, it will be unknown if the old tiles can be maintained. As is such, any additional tiles to be added will be billed based on a time and material only bases.

**WARRANTY, MATERIAL:** C.L. Industries, Inc. (CLI) warrants its Exposed Aggregate Pool Finishes against failure for 5 years to the pool to which it is applied. Staining is not a manufacturer defect, therefore it is not covered under this warranty. This warranty excludes damage due either directly or indirectly by an act of God, including any natural disasters such as hurricanes, earthquakes, tornadoes, floods, lightning, hail, fire or any abnormal deterioration due to any cause including and without limitation to plant or animal life. This warranty is subject to the following terms and conditions each of which are mutually dependent with CLI's obligations. This warranty must be accepted by the Pool Owner by checking the box below acknowledging that you've read and agree to the terms. The warranty registration must be completed online and the electronic receipt kept by the Pool Owner. Possession of the electronic return receipt is a condition precedent to any claim under this warranty. \*Extended warranties are available through manufacturer Approved Applicators.

1. This warranty excludes damages due to workmanship or physical abuse of the pool.
2. Some loss of aggregate is expected, especially in a new application; this is not to be considered a failure.
3. Quartz, stone, other aggregates, application techniques, and pigment loss can result in variations of color, shade and appearance. Such variations are not product defects. These variations are one of the highlights of the Exposed Aggregate Pool Finish.
4. CLI warrants the Exposed Aggregate Pool Finish material only. CLI is not responsible for the cost of repair. If material is defective when shipped from CLI, CLI's sole responsibility will be to provide such replacement material for the defective area as is manufactured by CLI, in such color as will most closely match the existing shade. Some cosmetic and color variation may result. (THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.)
5. CLI will have ten (10) working days after written request from Approved Applicator receipt of a claim

for breach of this warranty within which to inspect the application site. Replacement material for the defective area will be delivered to the Approved Applicator, freight prepaid. If the Approved Applicator is more than 200 miles from CLI's nearest manufacturing plant the applicator must include warranty material on their normal truck load orders. Replacement material for the defective area will be shipped as soon as practical via applicator and/or CLI's truck but in any event within thirty (30) days. 6. Incidental and consequential costs, including but not limited to; water replacement, chemicals, and loss of use of the pool are not covered.

7. This warranty shall not cover damages to the Exposed Aggregate Pool Finish which have been abused physically, through lack of proper water chemistry balancing or other chemical abuses, or sanitation applications. Pool chemistry must be maintained by the Pool Owner, failure to maintain proper pool chemistry voids this warranty.

8. Minor surface checking, "crazing", and/or cracks are not covered by this warranty. This finish is not structural.

9. Warranty is not valid unless the online warranty registration is completed within thirty (30) days of application of Exposed Aggregate material. WARRANTY REGISTRATION MUST BE COMPLETED THROUGH CLI'S WEBSITE AND ELECTRONIC RETURN RECEIPT MUST BE RETAINED BY POOL OWNER.

10. Disputes under this warranty will be decided by binding arbitration by the National Spa and Pool Institute (NSPI). The only obligation of CLI under this warranty is to deliver new material in substitution for that which was found to be defective. No other cost or expense, direct, collateral or incidental may be asserted under this warranty and all such claims are hereby waived by the Pool Owner

**Remove and Replace Pool Perimeter Caulk - More than 200 LF**

1. Contractor shall supply all labor and material required to remove existing caulk and/or joint filler.
2. Contractor will supply Backerod to all required areas.
3. Contractor shall utilize a two-part urethane based caulking compound.

## Smart Mesh Cover Installation

The SmartMesh Pool Safety Cover is the ultimate cover. An industry innovation, our exclusive mesh lets water through while providing 100% shade/UV Block to significantly reduce algae growth. Combining the pros of both mesh and solid covers, SmartMesh is lightweight yet features the highest burst strength, tear strength and abrasion resistance. We back SmartMesh with a 15-year limited warranty. Even Hurricane Sandy couldn't beat down the strength Merlin SmartMesh Safety Covers! Until now pools with mesh covers have had a tendency to open up looking more like a frog pond than a pool! Each season, pool owners pull off their mesh covers and go to work trying to get their pools clean and clear enough to swim in. Sometimes this process can take weeks and cost hundreds of dollars. That is why we the SmartMesh safety covers were developed. A truly unique mesh material, SmartMesh provides 100% shade from the algae causing rays of the sun, while still allowing rain and melting snow to pass through the cover material. This material is so special we were granted a U.S. Patent!

**CONTINENTAL POOLS, LLC**  
**STANDARD TERMS, CONDITIONS, & WARRANTIES**

The following Terms, Conditions, & Warranties, together with the executed Proposal/Service Repair Letter, constitute a contract ("Agreement") between Continental Pools, LLC ("Contractor") and Cheshire Forest HOA ("Owner") to which materials and/or labor is being supplied ("work"). The parties agree as follows:

**OWNER RESPONSIBILITIES**

1. **ACCESS TO SITE** - The owner shall provide and designate sufficient and proper access to the job site for the movement of trucks, tools, dumpsters and other equipment and materials. Contractor shall not be responsible for damage to lawns, landscaping, trees, curbs, sidewalks, driveways, roads, sewage systems, or to any real or personal property caused by Contractor's equipment within the access way to and the work area itself. Unless otherwise provided in this Agreement, no sodding, seeding, fine grading and/or landscaping are to be provided by Contractor. Contractor's obligation in that regard consists of returning pool area to rough grade and broom cleaning site so that it is free of all debris and excess materials upon completion. Contractor will not be responsible for clean-up of dust created from wind or sandblasting, unless otherwise agreed.
2. **UTILITIES** - Owner agrees to furnish electric power and water to the construction site for use by Contractor during the repair work. Owner is responsible for the payment, and delivery of fill water, if needed.
3. **DELAY** - Delay of work by Owner will render the completion date indicated in this Agreement inapplicable and Owner shall be responsible for all costs related to such delays.
4. **CHANGE ORDERS** - Some change orders may be necessary due to job conditions, changes required after plans have been submitted for permits, product unavailability, or because, as the work progresses, changes for the benefit of the Owner become obvious. Materials and/or work, in addition to that expressly provided for in this Agreement, will be billed separately by Contractor to Owner. Payment for such additional materials and/or work is due upon delivery and/or completion.

**GENERAL PROVISIONS AND WARRANTIES**

5. **PLANS** - If plans and specifications are attached, they form part of this Agreement. In case of conflict between such plans and specifications and the agreed conditions of this Agreement, the agreed conditions of this Agreement shall prevail. Contractor shall have the right to make inconsequential adjustments to the procedure, materials, and/or methods when the result is equal to or is greater than the expected work as determined by and at the sole discretion of Contractor.
6. **DELAY** - Contractor shall not be liable for loss or damage of any kind attributable to any delay caused by, but not limited to, weather conditions, labor difficulties, accidents, acts of civil

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or military authorities, acts of God, acts by Owner or other contractors, or any other conditions, causes or circumstances beyond Contractor's control.

7. **DEMOLITION** - During the demolition phase of the work, concealed/affected areas may need improvement; these items shall be billed at additional cost upon owner approval. These possible exceptions include, but are not limited to, additional delaminated or hollow whitecoat "pops", excessive thickness of mud bed between coping stones and bond beam, existing bond beam damage, excessive thickness of existing concrete (> 4"), electrical or plumbing lines in or below concrete, rebar running in concrete requiring removal, and effects from vibrations during use of demolition equipment. If coping and/or tile are not replaced in conjunction with each other, or only partially replaced, Contractor will use caution during demolition, however, should remaining pieces become damaged, Contractor will replace all such areas at additional cost to Owner upon approval.

8. **ELECTRICAL** - Electrical connections are excluded from this Agreement unless otherwise specified. The existing electrical service is assumed to be adequate for the use of the existing swimming pool equipment and any new equipment which has been provided or requested and approved for installation. If, for any reason, electrical upgrades are needed for the use of said equipment, such upgrades or improvements will be at the Owners expense.

9. **SUBSTITUTIONS** - Contractor reserves the right to substitute materials, equipment or methods of equal or better quality to that specified in this Agreement without notification or any additional cost to Owner.

10. **OWNER BREACH** - In the event Owner breaches any of the terms and conditions of this Agreement, Contractor may, without waiving any rights it may have as a result of said breach, continue to do work pursuant to this Agreement, or it may stop work without further obligation or liability to Owner. If the latter, Owner forfeits all payments previously made to Contractor, and Owner will be liable to Contractor for damages caused by said breach, and all costs incurred by Contractor including reasonable attorney's fees and other costs of collection.

11. **WARRANTY** - Contractor warrants that all materials and/or parts used to complete the work will be made of suitable quality and all work completed in a competent and workmanlike manner in accord with industry standards. Any defect in Contractor's workmanship appearing within twelve months of completion shall be repaired without cost, conditional upon Owner providing written notice of such defect within fifteen (15) days of learning of said defect and taking appropriate and reasonable measures to mitigate further damage, without cost to Contractor without prior approval. Machinery and/or assembly units, parts, motors, fittings, heaters, accessories, and other manufactured items and materials purchased by Contractor for use in completing the work are provided with only the manufacturer's warranty, if such a warranty exists, and Owner agrees and understands that he/she shall rely solely upon the terms of any such warranty if it exists.

12. **DAMAGES** - Contractor's warranty does not include, and Contractor shall not be responsible for any damage resulting from, or caused by, surface drainage, acts of God, or the draining or emptying of the pool.

13. **INSURANCE** - Contractor will maintain Public Liability Insurance to protect against accidents and injuries directly due to the gross negligence of Contractor or our employees. Owner has or will obtain, prior to the start of work, a suitable insurance policy to protect his/her property and interests. It is expressly agreed and understood that Contractor will not be liable

or responsible to any person for loss, injury and/or damage sustained as a result of the use of the pool or its facilities, save and excepting that caused by the gross negligence of the Contractor or its employees. Contractor is specifically exempt from liability due to mechanical failure of equipment or damage to the pool due to faulty construction or defective workmanship by others, or hydrostatic conditions. If Contractor is invited to complete pool work or any other type of work that requires the draining of the pool, Contractor will not be responsible for any damages related to the water level in said pool.

14. **HAZARDOUS MATERIALS** - Contractor specifically reserves the right to halt excavation, demolition, or construction processes, without penalty under this Agreement or incurring financial or legal responsibility for, the discovery or exposure of any and all hazardous materials including, but not limited to lead, asbestos, petroleum products, medical waste and any other hazardous material that has a natural or unnatural origin, and the disposal, abatement, or remediation of such materials. Owner agrees to, at his/her own expense, remedy any such discovered defect and provide a site, free of hazardous materials, prior to the entry or re-entry of Contractor personnel while maintaining the schedule of payments as provided elsewhere in this Agreement or supporting documents.

15. **SUBSURFACE** - Contractor has assumed the excavation site to be free and clear of concealed/unforeseeable subsurface conditions, natural or unnatural, which would impede the progress of normal excavation. There is no provision in this Agreement to allow for expenses associated with the use of mechanical breakers, explosives, or the removal and disposal of unsuitable soils, rock, waste materials or other objects of any kind. Further, there is no allowance for expenses associated with the installation of suitable replacement materials. Owner, at his/her own expense, utilizing Contractor or other qualified personnel, shall remedy any such situation before Contractor proceeds with further excavation. In addition, stone needed for low or washed out areas is Owner's responsibility. The costs of repairing/replacing unmarked, mismarked or unknown underground utility lines, piping or conduits of any nature or any other subsurface item is also excluded.

#### OTHER TERMS

16. **NOTICE & ACCEPTANCE** - Unless otherwise provided in the Authorization to Perform Work, Owner agrees to pay Contractor within thirty (30) days after work is complete or accepted, whichever comes first. Unless otherwise agreed in writing, Owner agrees that written notice must be made for any deficiency, defect, or warranty claim within fifteen (15) days. Failure to provide timely written notice shall constitute acceptance of the work and payment in full shall be due.

17. **CLAIMS** - It is specifically agreed that no legal claims or actions may be made or commenced against Contractor before Owner has provided proper notice, Contractor has had a reasonable opportunity to complete the work or warranty repairs, and until the contract price, including any change orders, has been paid in full.

18. **PAYMENT & COLLECTION** - In the event that timely payment is not made, Owner shall be obligated to pay 1 $\frac{1}{2}$ % per month interest on any unpaid balance in addition to any costs of collection including reasonable attorney's fees. It is the express intent of the parties to this Agreement that title to equipment and accessories shall not pass to Owner until the full price in accordance with this Agreement shall have been paid to Contractor. If payment is not made according to this Agreement, Contractor may at its sole discretion, without notice, enter Owner's premises and repossess any equipment and/or accessories provided in this Agreement, and apply

the value, less reasonable depreciation, against any unpaid balance. Contractor may also suspend or terminate the performance of additional services until the balance is paid.

*This Agreement (Standard Terms, Conditions and Warranties) together with the executed Proposal/Service Repair Letter constitutes the entire understanding between the parties and there are no other agreements, representations, or warranties therewith.*

ERIN M. KARL  
Print Name

Erin M. Karl  
Signature

17 December 2024  
Sign Date

## Appendix C



### The Commonwealth of Virginia Know All Men by These Presents: Management "Agreement"

This Management Agreement, hereinafter called the "Agreement," shall commence on the 17 day of December, 2024 between Cheshire Forest Homeowners' Association, Inc. hereinafter called "the Association," and United Property Associates (CIC License: 0501000177), or assigns, a Virginia corporation, hereinafter called "Management."

WITNESSETH:

In consideration of the terms, conditions, and covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. (A) The Association hereby appoints Management as an independent contractor, and Management hereby accepts appointment, on the terms and conditions hereinafter provided, as Exclusive Management of the Cheshire Forest Homeowners' Association, Inc. property located in Chesapeake, VA. Management fully understands the function of the Board of Directors of the Association, hereinafter called the Board, in the operation of management of Association property; and Management agrees, notwithstanding the authority given to Management in this Agreement, to confer with the Board of Directors of the Association in the performance of its duties as herein set forth. The Board and Management understand that the Board is charged with the responsibility for the operation and management of the common area, procurement of services and other areas of Association responsibility as defined in the Declaration, the Bylaws, the Articles of Incorporation and Rules and Regulations governing the operations of the Association (the "Governing Documents"), and that the Board has retained Management to assist with these responsibilities as defined herein. The officers by signature represent that they are duly elected and are authorized by the Association's Board of Directors to enter into this Agreement.

(B) Management shall utilize its experience, knowledge, and skills to assist the Board in the administration of the Association. Management covenants to furnish its skill and judgment and to cooperate in furthering the interests of the Association. Management agrees to perform its responsibilities in a manner consistent with customary industry management techniques and with the best interests of the Association.

II. The Association will appoint one representative of its Board of Directors to serve as the usual and normal contact person with whom communications will be maintained between the Association and Management.

III. (A) Under the personal and direct supervision of one of its designated employees, Management shall render services and perform duties as follows:

(B) On the basis of the operating budget, Management shall coordinate needed maintenance and repairs which are the responsibility of the Association with the Board to assist in ensuring that the standards established by the Board are maintained. Management shall inform the Board of the status of needed maintenance and on-going repair projects. Management shall not be responsible for taking any action unless directed by the Board.

(C) After selection, Management shall monitor the activities of vendors, including but not limited to the receiving of copies of bonds, manufacturers' warranties and releases of liens. Management will utilize a third-party vendor management company to receive vendor applications, insurance certificates, business licenses, etc. The Board and Management agree to only utilize vendors that have been vetted by the vendor management company to reduce the liability risks for both the Association and Management. Review of the workmanship and enforcement of vendor's warranties shall be the duty of Management. Management also shall fully cooperate with consultants that may be retained by the Board to accomplish specialized functions for the Association in the areas of law, public accounting, or other areas.

(D) Maintain businesslike relations with the unit owners of the Association (individually the "Owner" and collectively the "Owners") whose service requests shall be received, considered and recorded in a systematic fashion in order to monitor the action taken with respect to each such request. Complaints of a serious nature shall, after necessary investigation, be reported to the Board with appropriate recommendations.

(E) The Association hereby (i) authorizes Management to open one or more accounts on behalf of the Association in an FDIC insured financial institution or institutions and to enter into deposit agreements, signature cards and other deposit and banking services related agreements authorizing employees of Management to act on behalf of the Association with respect to such accounts and banking services, (ii) authorizes Management to receive, process, and deposit all assessments due from Members of the Association and all other sums from whatever source in such accounts in the name of the Association and not to commingle such funds with the funds of any other party; with such accounts established and maintained in a manner to indicate the custodial nature thereof, with authority to disburse any liabilities or obligations of the approved budget or upon instruction of the Board, and (iii) agrees that the financial institution or institutions maintaining such accounts shall not be liable to the Association for actions taken by Management with respect to such accounts. All funds shall be handled in a fiduciary capacity. Management will promptly deposit all collections in the Association bank account and will forward a monthly statement to the Board the following month representing financial transactions through the end of the previous month. The Association hereby authorizes Management to request, demand, collect, receive and receipt for any and all charges which may at any time become due to the Association upon request by, and for use by the Board. For the management and oversight of certificates of deposit, the Association will pay Management a twenty dollar per certificate, per year fee. This fee will be paid annually. Management shall furnish the Board of Directors with an itemized list (short form) of all unpaid (30 day or more) accounts. Any collection problem requiring legal action will be referred to an attorney to be selected by the Association. If payments are ever withheld due to a legitimate dispute or reason as determined by Management in its discretion, the matter will be presented to the Board of Directors for study and possible resolution.

(F) Management will work with the Association's tax accountant regarding the preparation and tracking of income tax returns and tax payments as well as assisting the auditors with documentation for backup required in the preparation of audits, reviews and tax compilations as required to include providing copies of data records and the annual preparation and filing of 1099's, for an annual minimum fee of \$150.00, but not to exceed \$250.00. Except for the limitations above, functions of Management specifically include performance of all managerial, administrative, and accounting functions for the Association to promote the recreation, health, safety and welfare of the residents while protecting the value and desirability of the property of the Association and its Owners.

(G) Such administrative functions will include being responsive to Owner feedback, handling of mail, information or emergency calls, clerical duties and other such functions as are mutually agreeable. Such accounting functions will include keeping of the accounting books and records of the Association on a cash basis in accordance with customary business practices accepted within the industry, all of which will at all times be understood to be the property of the Association, and to

provide a monthly summary statement of income and expense, balance sheet, schedule of accounts payable and receivable and print-out of the general ledger of the Association's books, as well as other such accounting reports as shall be mutually agreeable and available from Management's accounting and management software program.

(H) Management will follow any collection policy adopted by the Board which is allowed by the Association's documents and consistent with collection law. After notification has been sent to a delinquent owner, including a final demand, the Association's attorney will be sent a copy of the correspondence with instructions to send the Owner a demand letter, and take action as recommended by Management and approved by the Board to clear the account. All attorneys' fees are assessed against the Owner and recovered before the account is cleared, unless otherwise directed by the Board.

(I) Management will keep a ledger and account for all assessments collected and will be liable to the Association for said amounts. Management is authorized to receive and deposit the Association's funds via a lock-box arrangement into accounts in the Association's name at Management's lead bank. The Board of Directors must assign two Board Members to approve invoices through the electronic A/P system utilized by Management.

(J) Management will assist the Board with the preparation of a proposed annual budget for the Association itemizing recommended expenditures and estimated income and will furnish same to the Board of Directors of the Association at least ninety days prior to the beginning of the forthcoming fiscal year, for modification by and approval of the Board, and within which budget Management will operate property of the Association. Management shall not be responsible for any discrepancies between the budget and actual expenses, the budget being an estimate to be used only as a guide for operations.

(K) Management will use its best efforts to assist the Board in maintaining Association property according to the standards acceptable to the Association. Management will work with the Board to determine the extent of work to be done on an "as needed" basis or as deemed necessary by the Board of Directors of the Association. For any one item of acquisition, repair renovations or replacement, the expense incurred shall not exceed the sum of \$1,500.00 unless specifically authorized in advance in writing by the Board of Directors; excepting, however, that emergency repairs, involving manifest danger to life or property, or immediately necessary for preservation and safety of the property, may be made by Management irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that Management will, if possible, confer promptly with the Board regarding every such expenditure. Management shall not incur liabilities that will at any time cumulate on a recurring basis or exceed the aggregate of \$1,500.00 or any liability maturing more than one year from the creation thereof, without first obtaining prior written approval of the Board. Upon the determination of the need for major exterior maintenance or major repairs to the property, Management will secure up to three competitive bids for said job and will present said bids to the Board for approval. Management shall have no liability for failure to detect needed repair or maintenance requirements. Management shall not enter into any agreement to provide goods or service to the Association with any party, partnership, corporation, or other entity related to or affiliated with Management, its directors, officers, and employees without prior written approval of the Board.

(L) Management will maintain a telephone number during regular business hours, Monday through Friday of each week, excluding national holidays. An answering service will be provided at all other times for emergency messages. The Association Manager's cell phone number will be provided to the President of the Board of Directors.

(M) It shall be the duty of Management to work with the Board at all times during the term of this Agreement to operate and maintain the property of the Association according to commercially reasonable standards, consistent with the overall plan of the Association, accepted standards of repair, and available funding. Management has not been given control of the common areas and amenities and shall not be considered an owner for any purpose. Management may only implement decisions of the Board. Management, at the discretion of the Board, will see that all Owners and residents are informed with respect to such rules, regulations and notices that may be promulgated by the Association from time to time.

(N) Management shall not in any way be considered an insurer or guarantor of security within the property. Neither shall Management be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures or devices installed or undertaken by the Association.

(O) There will be formal inspections of property deed restriction violations visible from accessible common areas. The inspections will be completed on random days throughout the month with only one inspection being completed during on-site hours. A written report will be provided reflecting these reviews. Potential problems will be addressed, and solutions proposed to the Board of Directors. Management will attend monthly Board meetings as designated by the Board. All meetings beyond twelve per year, or which last more than three hours, excepting the once per year annual meeting, may be billed as noted in Exhibit A. Management will provide the Board with a Board packet seven days prior to each Board meeting.

(P) Additional charges of a routine and non-routine basis shall be defined in Exhibit A and made part of this Agreement.

(Q) Everything done by Management under the provisions hereof shall be done as Management of the Association, except that the Association shall not be obligated to pay the overhead expenses on an employee or officer of Management other than as provided in this Agreement. Management shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall Management be obligated to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided. The Association shall be responsible for pro-rata reimbursement of business license fees charged by the respective city or county in which management operates and which are attributable to the Association, and for costs of employment, including but not limited to salaries, taxes, payroll processing charges, cell phone, etc. for all employees of the Association and/or all employees placed on Management's payroll with the joint agreement of the Association and Management, for work performed for the Association.

(R) Neither Management, nor anyone acting on Management's behalf or in Management's employ, shall be held liable to the Association for any loss or expense incurred in connection with the discharge of their duties, except in cases of gross negligence. In the event Management is sued by a third party for actions taken in the name of, or on behalf of, the Association relating to, arising from, or connected with this Agreement or Management's performance under this Agreement, the Association shall be responsible for, and shall hold harmless, indemnify, and defend Management and its employees and agents from and against any and all claims, suits, actions, liabilities or obligations, of any type or kind, arising at law or in equity, and shall pay all penalties, charges, costs, expenses, judgments, awards, decrees and orders, and reasonable attorneys' fees awarded or incurred therein, including those awarded or incurred on appeal.

(S) In order to assure the prompt resolution of any dispute over a disbursement, the parties agree that unless the Association gives one of Management's Executive Representatives (defined herein as Management's President or the Vice President of Association Management) written notice of any claim

or complaint with respect to such disbursement within sixty days of Management's delivery to Association of financial reports including such disbursement, then such claim or complaint shall be deemed resolved and thereby waived by the Association.

(T) In the event that either party is required to commence any action to enforce, protect or interpret its rights under the terms of this Agreement, or is required to defend against any action or claim brought by the other party relating to or arising from this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party (in addition to any damages or management fees awarded or otherwise due under this Agreement) any late fees, interest payable at the prevailing interest rate on all fees due, costs, expenses and reasonable attorneys' fees incurred therein, including those incurred on appeal.

(U) Management shall be named as an additional insured and a certificate holder on all the insurance policies, including commercial general liability, fidelity, and Director's and Officer's liability policies, which shall be maintained in full force and effect during the entire term of this Agreement and to continue for two years after the end of this Agreement. The Association's insurance shall be considered primary coverage for the benefit of Management.

(V) Confidentiality. The parties acknowledge that the Agreement contains certain terms and conditions that, if publicly disclosed, could materially hinder the public bidding process and could result in prospective bidders obtaining undue advantage over Management. To this end, the parties hereby covenant, warrant, represent and agree to keep this Agreement and the terms herein confidential among themselves and their attorneys, designated employees and/or agents, except as herein expressly provided. In connection with its financial accounting responsibilities, the Association and/or Management shall have the right to disclose to its members (i) the total contract amount and any annual amount (if the Agreement is for a term longer than one year); (ii) the existence of the Agreement; (iii) the identity of Management; (iv) the term of the Agreement; and (v) any insurance required pursuant to the Agreement. The Association and Management shall each have the right to furnish a copy of such Agreement to (i) any governmental authority as needed to comply with governmental laws, rules and regulations; (ii) any auditors of the books and records of the Association retained by the Association and/or Management provided reasonable steps are taken to ensure such parties do not furnish copies to others; and (iii) to its Members; and (iv) to such person(s) required pursuant to an existing, valid, enforceable and duly entered order of a court having jurisdiction over the subject matter. In the event this Agreement is the subject of a subpoena, motion to produce, request for admission, or similar pleading, the parties each agree, at their own cost and expense, to (i) file an appropriate motion to quash or for a protective order such pleading and (ii) appear before the applicable court and object to the disclosure of such document based upon the terms set forth herein. In the event such court orders production of this Agreement, the parties are authorized to comply with the express terms and conditions of the Court's order.

IV. (A) This Agreement shall be in effect for a term of twelve months from the commencement date. This Agreement shall automatically renew for one-year terms unless, on or before ninety days prior to the expiration of the initial term or of any renewal, either party hereto shall notify the Executive Representatives of the other in writing that it elects to terminate this Agreement.

(B) The Association shall pay Management a monthly Management Fee equal to \$7.85 per lot, per month for all lots within the Association.

(1) This fee shall be due on the first day of each month in advance.

(2) Management will provide on-site management services one 7.5-hour day per week, three weeks per month. The assigned manager will work from the Association's clubhouse on these designated days. The Association will provide

internet/wifi services, desk, chair, and a landline phone at the clubhouse location. Should the Association need additional on-site hours during times that major projects are underway, the Board of Directors must notify Management's Executive Management to discuss the number of hours needed. Any additional on-site hours will be charged at a rate of \$30.00 per hour, payable to Management on the 1<sup>st</sup> day of the following month.

(3) After twelve months on each annual anniversary date, the Management Fee shall automatically increase over the previous year's fee by two (2) percent.

(4) Management is authorized to deduct from the Association's operating account, and to disburse to itself all amounts due under this Agreement.

(C) This Agreement may be terminated by the Association upon 90 days written notice to one of Management's Executive Representatives in the event Management fails to perform its obligation hereunder and said failure is not cured within 60 days after original written notice from the Board is received by Management's Executive Representative. Management may terminate its obligation hereunder if the Board fails to perform its functions as set forth in the Declaration and Bylaws governing the Association's operations, or if the Association's documents, to include the Declaration, By-Laws, and Rules and Regulations are changed to materially increase Management's duties with respect thereto, without mutually agreed-upon compensation, and/or for other good causes shown upon 60 days written notice to the Board. If, prior to the end of the initial term or any auto-renewal term of this Agreement, the Association discontinues services of Management (other than from a default by Management), the Association may be released from this Agreement by payment to Management of an early termination fee equal to one-half the fee earned on the most recent month's management fee multiplied by the number of months to the end of the current period of the Agreement. In any event, this Agreement may be terminated by mutual consent of the parties as of the end of any calendar month.

(D) Upon termination Management will use its best efforts to cooperate with the Association to accomplish an orderly transfer of Management and operation of the Association to the party designated by the Board of Directors. Management will surrender and/or deliver to the Board of Directors all papers, books, and records of the Association maintained by Management, including, but not limited to, financial records, insurance policies, and existing contracts relating to the operation and/or maintenance of the Association, together with all keys, materials, supplies, and all funds collected, received or held by Management. Management will also prepare and render to the Board a written statement accounting for all Association funds to the date of termination. The Association will pay Management a fee of five hundred dollars (\$500.00) for the outgoing transition of records. This fee will be paid to Management within thirty days of any termination notice given to either party.

(E) Because one of Management's principal assets is its employees, if the Association, during the term of this Agreement, or within twenty-four months of the date of termination of this Agreement, hires, engages or in any way consults with an employee of Management, or any former employee of Management who was employed by Management and provided services to Association during the term of this Agreement, in exchange for payment of compensation (other than under this Agreement), the Association will pay Management a fee equal to the employee's last annual pay or salary paid by Management, or by way of Management's payroll process, as compensation for Management's training and professional development of said employee or former employee. The provisions of this paragraph shall survive termination of this Agreement.

(F) Non-Discrimination. In the performance of its obligations under this Agreement, Management will comply with the provisions of any applicable federal, state, or local law prohibiting discrimination in housing on the grounds of race, color, familial status, creed, sex, or national origin, including Title

VI of the Civil Rights Act of 1964 (Public law 88-352, 78 State 241), all requirements imposed by or pursuant to the regulations of the Secretary (24CFR, Subtitle A, Part 1) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act.

(G) Environmental Conditions. Management shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within the Community and shall not be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or for any adverse environmental conditions. The Association and its Board of Directors on behalf of all owners, occupants, guests, and invitees of any premises within the Community acknowledges that Management does not represent or warrant that the construction materials, air filters, mechanical, heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the Community will prevent the existence or spread of biological organisms, mold, mildew, cooking odors, animal dander, dust, mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Association further acknowledges that Management is not an insurer and that each owner and occupant of any premises within the Community and each tenant, guest and invitee of any owner assumes all risks for indoor air quality and environmental conditions and acknowledges that Management has made no representations or warranties nor has the Association, any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to the air quality within the Community. The Association shall indemnify Management to the full extent provided by the indemnity contained in this Agreement for any claims arising out of environmental conditions within the Community.

(H) Licensure. Management warrants and represents that it possesses and shall maintain during the term hereof all licenses, permits, approvals, and similar items, as are necessary, required by law and/or appropriate to its performance hereunder.

(I) Severability; Governing Law. The invalidity in whole or in part of any term or provision of this Agreement shall not affect the validity of any other term or provision. This Agreement shall be governed by and construed in accordance with the laws of the state where the property under management is located, without giving effect to any choice of law or conflict of law provision or rule.

(J) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT, FRAUD OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE RELATIONSHIP AMONG THEM.

(K) Force Majeure. "Force Majeure" means any cause or event beyond a party's reasonable control, including any act of God, fire, natural disasters, government act, government order or restriction, labor disturbance, general shortage of materials or supplies, riot, insurrection, act of war or terrorism, governmental state of emergencies or shutdowns, epidemics, or pandemics.

(L) Architectural Support. Management will coordinate and assist in the administrative and secretarial functions of the Association's Architectural Control Committee, including preparation of routine applications, correspondence to owners requesting compliance or completion of applications, and correspondence with the Architectural Control Committee to assist in their functions.

Management will manage and maintain the Association's clubhouse rental calendar to include delivering and collecting clubhouse key and proper execution of rental forms.

Management will facilitate preparation of pool passes and management of access to tennis courts.

If a Force Majeure event occurs which prevents or delays either party from performing its obligations under this Agreement, other than and excluding any monetary obligations which shall not be excused, then such party's failure or delay in performing its obligations hereunder shall be excused during the period of such Force Majeure event, provided that such non-performing or delayed party gives the other party prompt written notice of the Force Majeure event.

**UNITED PROPERTY ASSOCIATES**

**CHESHIRE FOREST HOMEOWNERS'  
ASSOCIATION, INC.**

BY: \_\_\_\_\_

SIGNATURE OF PRESIDENT OR  
AUTHORIZED REPRESENTATIVE OF  
MANAGEMENT

\_\_\_\_\_  
PRINTED NAME OF SIGNER

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

BY: Erin M. Karol

SIGNATURE OF PRESIDENT OR  
AUTHORIZED REPRESENTATIVE OF  
ASSOCIATION

Erin M. Karol  
PRINTED NAME OF SIGNER

President  
TITLE

DATE: 17 December 2024