
**CHADWICK, WASHINGTON, OLTERS,
MORIARTY & LYNN, P.C.**

* * * LEGAL UPDATE * * *

VOLUME 8, NUMBER 2

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The information presented is not intended as specific legal advice to any association as your documents or the specific facts of your situation may require a different result. The laws cited herein may change from time to time .

In this issue you will find:

August 1999 deadlines for Omega Sprinkler and Polybutylene Pipe Class Actions.

Virginia legislation effective July 1st.

Case law updates:

Bankruptcy

Parking

Owner Misbehavior

OMEGA SPRINKLER RECALL - FILING DEADLINE - AUGUST 1, 1999

Do your Association's units, homes or common areas contain Omega fire sprinklers? If they do, we suggest that you file a Proof of Claim and Waiver of Release of Claim form by August 1, 1999 to Central Sprinkler Company ("Central Sprinkler"). We also suggest that you hire a qualified contractor to replace the existing Omega fire sprinklers. The contract should require the sprinkler replacement company to be properly licensed and to comply with all City, County and State requirements. It is important to have the local Fire Marshal approve the replacement sprinklers because sprinklers vary greatly as to coverage, type and use. If you don't know if your Association contains Omega fire sprinklers, immediately contact your management agent or your building or sprinkler contractor and find out. Be careful not to assume that all units have the same type of sprinklers, especially if your condominium was built in stages over a number of years. Fairfax County is pursuing replacement aggressively and may cite Associations for violations of the Fire Code if replacement is not pursued.

In October 1998, the U.S. Consumer Product Safety Commission ("CPSC") and Central Sprinkler announced the nationwide recall of approximately 8.4 million Omega brand fire sprinklers manufactured since 1982 by Central Sprinkler Corp. and its subsidiary, Central Sprinkler Company of Pennsylvania. The CPSC believes Omega sprinklers are defective and could fail to discharge in a fire. As the result of a class action settlement in California, Central Sprinkler is offering free replacement sprinklers and reimbursement to help pay for the cost of installing the new sprinklers if claims are filed by August 1, 1999. If you file after August 1, 1999, you will only be eligible for replacement sprinklers. The amount of the reimbursement will depend on several factors, including

the number of filed claims and the success of various insurance claims. As the cost of replacement is quite high, involving \$20,000 to \$30,000 for most Associations, it is important to get competitive bids and file the necessary claim forms. Costly fire watches may be necessary while the system is shut down for replacement. Some developers or builders also have programs in place to provide assistance.

In order to request the replacement sprinklers and be eligible to receive reimbursement, one must submit a Proof of Claim, Waiver and Release of Claim Form and a photograph of each model of Omega sprinkler installed in your units no later than August 1, 1999 to participate fully in the Settlement. These forms are found in a Notice Packet. If you would like a copy of the Notice Packet mailed to you, call 1-800-896-5685. You may also visit the Omega website, www.omegarecall.com. The website includes pictures and descriptions of Omega fire sprinklers. All Omega sprinklers contain the word "Central" or the letters "CSC" somewhere on the device, with a model number, but it may be difficult to see.

While your Association's governing documents control whether a sprinkler is part of the unit or the common elements, the fire sprinklers within each member's home are generally considered a part of the unit and the individual owner's responsibility to repair or replace. Therefore, depending upon the governing documents of the Association and the jurisdiction in which the Association is located, the Association may not have the legal authority to file the Proofs of Claim and Waiver and Release of Claim forms on behalf of the individual unit owners. However, if the Association is a condominium or a town house development, it is likely that the replacement process affects more than one unit. For example, in most condominiums, the fire sprinkler system is for the entire building and is not separate as to each unit. Therefore, if one sprinkler head requires replacement, the system must be completely shut down for the entire building. As a result, individual sprinkler replacements in the same building, albeit in individual units, could create many problems if not coordinated as one project.

Some Associations may have an argument that the Association has the requisite authority to submit the Proof of Claim and Waiver and Release forms on behalf of the individual units based upon the provisions of their documents and the potential fire safety hazard to the condominium if the defective fire sprinklers are not replaced even though the fire sprinklers are a part of the unit. Maryland and the District of Columbia have statutes which provide that an association can bring suit on behalf of "two or more unit owners" on matters "affecting the condominium" while Virginia associations may have to rely more heavily on their documents or assignments from the unit owners.

Once the Association or the individual owner has filed the Proofs of Claim and Waiver and Release of Claims forms prior to the August 1, 1999 deadline and the new replacement sprinklers have been installed by the selected contractor, a Verification Form (this form is also located in the Notice Packet) must be completed and sent to Central Sprinkler within 365 days of receipt of the replacement sprinklers. You will need to send a copy of the invoice from the sprinkler contractor who installed the new sprinklers or any other documentation that establishes the sprinklers have been replaced. Then the Association or the individual owner will be eligible to receive reimbursement of

the installation costs. As noted previously, the reimbursement may not cover the full expenses of your installation.

If your Association is affected by the recalled Omega sprinklers please contact our office or your management agent promptly if you wish to proceed with the filing of the Proofs of Claim by the Association. Central Sprinkler may be willing to accept the claims filed by the Association but may first require a legal opinion letter as to the requisite authority. If you intend to leave the filing of the claims to the individual owners, we suggest that the Board provide the owners with notice of this matter and the various deadlines that are applicable so that the owners can pursue the claims directly but you may wish to coordinate units in the same building so that multiple water shut offs and fire watches are not required.

SPENCER CLASS ACTION - POLYBUTYLENE PIPES - FILING AND REPLACEMENT DEADLINE - AUGUST 20, 1999

The Spencer Class Action covers homes that have grey polybutylene interior plumbing pipes that are connected with grey or white acetal plastic insert fittings. These are some of the same pipes that may be covered by the separate Cox Shell/Celanese class action administered by the Consumer Plumbing Recovery Center which provides full replacement or reimbursement for leaks in some cases if your pipes meet the eligibility criteria and time frames. The time deadlines under Cox for claims for leak repair reimbursement for pipe leaks occurring after August 21, 1996 is 13 years from installation and the deadline for claims for replumbing for leaks occurring after August 21, 1997 is 13 years from installation. If you are close to the 13 year deadline, the CPRC may elect not to replace your pipes. You may call 1-800-876-4698 if you had leaks and may be eligible under the Cox Class Action.

To be eligible for reimbursement under the Spencer program a homeowner must own or have owned a home and must have had it replumbed by August 20, 1999 to be considered for reimbursement. (*NOTE: This was later extended to Nov. 1999*). Under the terms of the settlement, DuPont will reimburse you for 10% of the replacement cost of the polybutylene system and 10% of any past damages caused by leaks, if you have replaced the system within 15 years of its installation or if replaced before August 20, 1999 no matter what the age of the system. If you received relief under the Cox settlement, DuPont will make its 10% Spencer settlement payments directly to the CPRC. You cannot receive a separate payment from DuPont under both the Spencer and Cox settlements. If you received no recovery from Cox you may receive the full 10% settlement from Spencer if you are eligible. You can call 1-800-490-6997 for information on the Spencer National Class Action Settlement or you can visit their website at www.spencerclass.com. The pipes covered include those sold under the names Qest, Thermoguard and Flex-temp among others and do not include pipes used for sewer, drains, waste or vent piping. Issues of ownership and replacement obligations of the pipes may also have to be addressed as with the Omega sprinkler issues.

VIRGINIA LEGISLATIVE UPDATE - 1999 SESSION.
becomes effective on July 1, 1999.

The following legislation

Amendments to both the Condominium and Property Owners' Association Acts. During the past session the General Assembly somewhat limited the **right of owners to examine or inspect association books, minutes, and/or records** in Section 55-79.74:1 of the Condominium Act and Section 55-510 of the Property Owners' Association Act. The general thrust of the amended statutes is that the existing limitations on inspection now also cover drafts not yet incorporated into an association's books and records, transactions under negotiation, probable (as opposed to only pending) litigation, and individual unit owner or member files, including any rules enforcement proceedings even if not currently pending. Documents or reports compiled for or on behalf of a unit owners' association or its board of directors for review by the Board can also be withheld. The exemption for agreements containing confidentiality requirements was deleted.

Property Owner's Association Act Amendments

Meetings of board of directors (Section 55-510 and new Section 510.1) now have more expansive notice requirements. Under the amendment (55-510.1), members of the association who have requested notice of board meetings must be provided with the time, date and place of each meeting. Members may also: (i) request to be notified on a continual basis; and (ii) receive reasonable notice of special or emergency meetings. At least one copy of all agenda packets that are furnished to members must also be made available at the same time such documents are furnished to the board of directors. The amendment also prohibits the board of directors from voting by secret or written ballot in an open meeting (except for election of officers). Members may also tape record any open portion of the meeting, subject to rules regarding placement and use of equipment to prevent interference with the meeting. **Comment:** Items of a confidential nature may still be withheld from the packet under Section 55-510 C. The packet may be made available for review at the association's office or copies may be provided at reasonable cost to owners requesting them. **This amendment will require all homeowners associations to change their procedures somewhat.** The Board packet may need to be separated into executive session and open session sections so that the open session sections can be made available to interested owners. You will also have to keep a list of any owner who requests notice of meetings so that they can be notified of regular or special meetings or changes in scheduled meeting, places and times. Notice to all of the general membership is still not specified. However, it is a good practice to announce by newsletter, posted notices or signs when Board meetings will be held, such as the third Tuesday of every month, and to provide a number where more information can be obtained.

Notice requirements for general membership meetings of property owners' associations have also been changed somewhat (Section 55-510 F). Under the amendment, the officer specified in the bylaws must notify association members of the time, place, and purpose of the meeting. **The prescribed time by which such notice must be given is now 14 days in advance** of an annual meeting or regularly scheduled meeting, and 7 days in advance of any other meeting. **Comment:** This amendment supersedes the minimum 10 days' notice requirement of the Nonstock Corporation

Act. The requirement of Section 13.1-842A of the Nonstock Corporation Act will still require that notices not be sent more than 60 days before a meeting.

Amendments. New subsections have been added to Section 55-515.1 which provide **procedural guidelines by which an association can amend its declaration and bylaws.** A declaration may now be amended by the agreement of the owners of two-thirds of the lots subject to the declaration. Amendments will become effective when a copy of the amendment and a certification signed by the principal officer of the association (or other authorized officer) are recorded. Additionally, a “statute of limitations” of sorts has been added, restricting to one year the time period during which an action to challenge the validity of amendments must be brought.

Purchaser’s right of cancellation: If an association fails to comply with the disclosure requirements set forth in Section 55-511 A and C (providing purchaser with notice and a copy of current association disclosure packet), the seller must now return any deposit or escrow funds to the purchaser within thirty days of the cancellation, unless the parties to the contract agreed to a shorter period.

Condominium Act Amendments

Disclosure and contract requirements pursuant to the resale of condominium units by a party other than the declarant now closely mirror the disclosure requirements imposed on property owners’ associations. Section 55-79.97, as amended, requires sales contracts for condominiums to put the potential buyer on notice that the unit is subject to the Condominium Act. The seller must still provide the buyer with a resale certificate (reflecting current information) from the unit owners’ association. Failure of the seller to do so gives the purchaser the right to cancel the contract prior to settlement. However, if the purchaser fails to exercise his rights (to receive the resale certificate and to cancel the contract if the certificate is not received prior to settlement), the purchaser waives those rights conclusively. The actual items to be included in the Resale Certificate remain unchanged.

Regarding time share interests in condominium units, a change in Section 55-79.58 allows a time-share interest to be conveyed prior to the substantial completion of the unit. There are, however, two statutory requirements that must accompany such a transfer. First, a completion bond must be procured by the declarant (in the sum of 100 percent of the estimated cost of the completion of the time-share unit). Second, the settlement agent or title insurance company must certify in writing to the purchaser that such a bond has been filed with the Real Estate Board. The developer’s public offering statement must also contain a statement of the developer’s obligation to complete the unit.

Scheduled **pesticide applications**, effective July 1, 1999, (Section 55-79.80:01 (condominiums), 55-248.18 (apartments), and 55-464.1 (cooperatives)) will have to be announced through the posting of conspicuous signs placed in or upon the common elements at least forty-eight hours prior to the application. *Although property owners’ associations were not specifically included in this legislation, it would be advisable to follow the same requirements as this amendment will*



probably be added next year to the POA Act. Landscape maintenance agreements should include a requirement for the contractor to comply with this legislation.

Virginia community association law enters the computer world! Section 13.1-847 of the Virginia Nonstock Corporation Act has been amended effective July 1, 1999, to allow members of incorporated associations to indicate appointment of a proxy by telegram, cablegram or other means of electronic transmission to the person who will be the holder of the proxy. However, the transmission must set forth or be submitted with information from which the inspectors of election can determine that the transmission was authorized by the member. The inspectors shall specify the information upon which they relied. Other proxy qualifications of your documents still apply and must be met. In order to avoid challenges to elections, associations may wish to require some kind of code to identify the owner of record as the person authorizing the proxy by electronic means.

Studies to be reported back to the legislature for the 2000 session for possible statutory amendments:

1. The Virginia Housing Study Commission has been directed to study the provision of certain **municipal services** to homeowners by their associations and their localities in light of the fact that members pay **real property taxes** but may not receive services from their localities and instead pay again for those services through their association assessments.

2. The Real Estate Board has been directed to study the efficiency and effectiveness of the **remedies available for the enforcement of the provisions of the POAA** and the governing documents of these associations. The VREB will be holding public hearings around Virginia to solicit input from Association members or you may send your comments to the Virginia Real Estate Board. We are concerned that the focus of this study is misguided. Reasons for the study are stated as “there is growing concern among individual members about the increasing number of violations of the association’s governing documents and state law” and “enhancing the accountability of the boards of directors to their respective memberships is necessary to ensure compliance with governing documents and state law”. Imposing training sessions, certifications or additional penalties on board members may make it more difficult to find members willing to serve. Existing remedies and controls include removal, election of new members, insurance coverage limitations and legal or criminal action when required. The focus may need instead to be on remedies against government agencies who rarely support community associations such as animal control and zoning in rules enforcement and HUD or lenders in payment of post-foreclosure assessments. A hearing was held on June 22, 1999, at the Fairfax County Government Center. Although a number of speakers alleged problems with obtaining records and the way their board members controlled the associations, the majority of speakers talked about the issues of apathy and the fact that sufficient controls currently exist on the conduct of Board members.

BANKRUPTCY CASE LAW In a recent opinion, the 4th Circuit held that post-petition homeowner

association fees were not identical to condominium or cooperative association fees and therefore could not be dischargeable in Chapter 7 bankruptcy proceedings. The applicable statute allows for discharge of condominium fees or a share of the cooperative housing corporation, unless the debtor continues to physically occupy the condominium or cooperative project or unless the debtor rented the dwelling unit. The debtor argued that a homeowners association fee was similar to a condominium fee, but the court disagreed, choosing instead to strictly interpret the statutory language. This case was successfully argued before the 4th Circuit by Jim Ingold of our office.

SATELLITE ANTENNA REGULATORY UPDATE As many associations are aware, Congress passed legislation in 1996 which authorized the Federal Communications Commission (FCC) to adopt regulations to prohibit certain community association restrictions on satellite dishes and other over-the-air reception antennas. In August 1996, the FCC adopted regulations, and they became effective in October, 1996.



Review of 1996 Regulations. The FCC's 1996 rule prohibits any private covenant, homeowners' association rule or restriction on property within the exclusive use or control of an antenna user that impairs the installation, maintenance or use of:

- (1) antennas designed to receive direct broadcast satellite service that are one meter or less in diameter;
- (2) antennas designed to receive video programming services via multipoint distribution that are one meter or less in diameter; and
- (3) antennas designed to receive television broadcast signals.

It is important to note that the rule only applies to satellite dish antennas that are one meter or less in diameter, so restrictions on larger dishes would remain enforceable. However, there is no size restriction on conventional television antennas other than some safety and zoning requirements for very high antennas.

Due to some recent developments regarding this rule, we thought it would be helpful to review the status of the regulations and their application to community association common areas. We have also analyzed some issues regarding the meaning of the term "impairment" under the regulation in light of some recently decided FCC cases.

Common Elements/Areas. When the FCC's regulations were adopted in 1996, many communities were concerned that residents might attempt to place satellite dishes or antennae on association common elements or common areas. However, the 1996 rule expressly applies only to restrictions on property "within the exclusive use or control of the antenna user." "Exclusive use areas" would include areas such as balconies, decks or yards, which are often considered limited common elements in a condominium, or are part of the owner's lot in homeowner associations. As such, the regulation applies only to these areas, or other areas which arguably fit the definition of "exclusive use" areas.

In the 1996 rule, the FCC stated that the rule purposely did not address whether an antenna user could place an antenna on common areas; the FCC reserved that issue for a subsequent rulemaking. In October, 1998, the FCC finally adopted a clarification on this issue. The FCC determined that antenna users may not place antennas on common areas, since these areas are owned either by the association or by all unit owners as tenants-in-common. The FCC was apparently convinced that permitting the placement of antennas on common areas would be a “taking” of the property by the antenna user. As such, associations may continue to enforce covenants or rules which prohibit placement of antennas on common areas not within the “exclusive use” of the antenna user.

“Impairment.” The FCC’s 1996 rule prohibits association restrictions which “impair” the rights of antenna users to install, maintain or use an antenna. Under the rule, the FCC defined “impairment” as a rule which (1) unreasonable delays or prevents installation/maintenance/use of an antenna; (2) unreasonably increases the cost of installation/maintenance/use of an antenna; or (3) precludes reception of a quality signal. In decisions handed down by the FCC since 1996, the FCC has further clarified these concepts. Below we review some of these decisions to assist associations in determining the types of rules which it can adopt with respect to satellite dishes and antennas:

Prior Approval/Notice. In one case, the FCC reviewed an association rule which required prior approval by the association to ensure compliance with architectural regulations. The FCC decided that the association’s rule constituted an unreasonable delay which impaired the antenna user’s rights. As such, we suggest that associations not adopt rules which require prior approval for installation of an antenna. However, an association may require that prior notice be given for such installation and you may adopt guidelines for preferred placement of dishes.

Increase in costs. In another case, the FCC reviewed a local ordinance which required the antenna user to submit an application and a \$5 fee before installing the satellite dish. The antenna user challenged the rule. The FCC decided that the application fee unreasonably increased the antenna user’s costs and that the application process caused an unreasonable delay. As such, we suggest that no association rule be adopted which requires a fee (no matter how small) or advance application.

Acceptable signal. The FCC has also reviewed a dispute between a homeowner and an association regarding the association’s prohibition on conventional outdoor television antennas. The homeowner argued that he could not receive an acceptable quality signal with an indoor attic antenna, which the association believed would be adequate. Although the Association presented evidence that a neighboring home received an acceptable quality signal with an indoor antenna, the FCC decided that the Association had the burden of showing that the particular homeowner in question could receive an acceptable signal from his attic. Given this ruling, it is apparent that if an association plans to enforce a rule disallowing a certain type of antenna, and a dispute arises, the association will bear the burden of showing that an acceptable quality signal can be received by the antenna user in question.

Summary. It is apparent that the FCC has consistently construed its regulations in favor of

antenna users and against restrictions and policies imposed by associations. We suggest that if a dispute arises in your community, the Board or management should work with the antenna user to reach an amicable and sensible solution for all parties. In addition, should your association be considering the adoption of rules which impose restrictions on antennas, the rules should be carefully reviewed to ensure that they do not contradict the FCC's regulations.



Financial Reminders:

1. When did your Board last check your Association's insurance coverage to be sure its fidelity bond covers, not only acts and omissions of the Association's employees and board members, but also the acts and omissions of the Association's management agent.

This coverage is available from most carriers for a relatively small cost, but it must be specifically added to the policy by endorsement.

2. We recommend that only board members and at least two of them have signatory authority over an Association's reserve fund accounts. Do you know who has signatory authority over your Association's reserve and operating accounts? Have you updated your signature cards as board composition has changed?

3. When was the last time you had a reserve study done to make sure that you are reserving enough money to pay for repairs when they are needed? Reserve studies should usually be done every 5 to 7 years by a competent expert who will examine the property and provide you with estimated replacement costs and time frames.

FAIR HOUSING ACT AND NEW AFFIRMATIVE ACTION STANDARD Many of you may have read the newspaper articles regarding the **Reeves v. Carrollsburg Condominium** in the District of Columbia and a recent Maryland case both involving disputes between neighbors that up until recently would have been considered outside the scope of an association's control. These cases indicate a shift toward holding condominiums and homeowners association responsible for the personal actions of their members against other members under theories of preventing harassment and nuisances and making the common areas safe and passable. If you are dealing with rules complaints or complaints by and against neighbors, it is important that the Association attempt to enforce its rules, including those general provisions against nuisances. Please consult with counsel if you are unsure of how to deal with complaints that may be brought to the Board.

PARKING PROBLEMS Associations facing parking shortages in their communities should take note of recent cases in Fairfax and Loudoun counties. A Fairfax County Circuit Court, in the case of **Dye, et. al. v. Sully Station II Community Association, Inc. Chy. 17344 (Fairfax 1998)**, recently ruled that a parking policy allocating parking spaces in common areas on a non-uniform basis violates the Association's Declaration and is therefore invalid.



The controversy in this case began when the Association, confronted with a

parking shortage in the community, adopted a new parking policy assigning 2 parking spaces in the Common Area parking lot to owners of non-garage townhouses. No parking spaces were assigned to owners of garage townhouses. The remaining unassigned parking spaces in the Common Area were allotted for overflow and visitor parking on a first-come, first-served basis. The garage townhouse owners successfully argued to the Court that the parking policy was invalid because the Declaration requires that rights to the Common Area must be granted by the Association on an equal basis. While the Association's Declaration gives the Association the right to license portions of the Common Area to members, the Declaration stipulates that such an action must be on a uniform and non-preferential basis. The Court ruled that the parking policy completely denied one segment of the Association membership, the garage townhouse owners, a right to park in the common area spaces and was therefore not equal.

The Court began its analysis by stating that an Association's Declaration is a type of contract binding both the Association and the owners. The owners subject themselves to the terms of the covenants when they purchase their unit. The Association, in turn, may not set rules and policies which violate the provisions of the Declaration. In this case, the Association's covenants provided that licensing of the common areas must be done on an equal basis; however, the Court found that the Association's parking policy was not based on equality. Garage townhouse owners who were paying the same monthly assessments for the maintenance of the Common Areas as non-garage townhouse owners, but were being denied the same benefits of using the Common Area.

The Circuit Court in Loudoun County also heard three cases with very similar facts as the Sully Station II case and has decided, like the Fairfax Circuit Court, that parking policies which grant rights to non-garage owners over garage owners, are invalid. The Loudoun County cases addressing this issue are: **Martin, et ux v. Ashburn Farm Association, Chy. 17929 (Loudoun 1998)**; **Pugh, et ux v. Ashburn Farm Association, Chy. 17928 (Loudoun 1998)**; and **Cornwell v. Main Street Village Association, 42 Va. Cir 48 (Loudoun 1997)**.

Although the Boards of these Associations, and others reconsidering their parking policies, may be well-intentioned in attempting to remedy a parking problem in the community, parking policies which violate the governing documents will likely be found unenforceable. Lack of parking is an ever increasing problem all across Northern Virginia, not just in community associations. However, the problem in community associations is often traced back to the design and planning stage of the development, before the community was built. To meet minimum parking requirements for subdivisions in Fairfax and Loudoun counties developers may have counted parking spaces contained in the individual unit garages or driveways, but did not record governing documents consistent with that approach. The result is that the common area parking lots may not be large enough to accommodate all owners who are entitled to use them under the Association's governing documents. Please keep these cases in mind when reviewing or revising your parking resolutions.

PERSONNEL AND OFFICE NEWS Chadwick, Washington, Olters, Moriarty & Lynn, P.C. continues to play an active part in Washington, D.C. Metropolitan Area's Community Association Institute. While Wil Washington has passed the reins as president of the Washington Chapter, our

firm remains active in all facets of the organization. We enjoy the relationship that we share with our Community Association clients and therefore have planned our growth to accommodate current Community Association legal necessities as well as to anticipate those of the future.

During 1999, our Bethesda office moved to a larger suite located at 7979 Old Georgetown Road in Bethesda. Samantha Healy Blommer, Esquire, comes to us from a litigation practice with the Northern Virginia branch office of a large Baltimore law firm. She is a member of the Maryland, Virginia and District of Columbia Bars and a graduate of the Williston-Northampton School, Boston College and University of Miami School of Law.

Our Fairfax, Virginia office is also pleased to welcome the addition of two attorneys, Daniel Streich and Jennifer Mumm. Daniel B. Streich, Esquire has joined our Fairfax office as an Associate Attorney after retiring as a career officer from the United States Marine Corps and operating his own private practice. He served primarily on the West Coast but also completed tours of duty in Okinawa and at Quantico, Virginia as a commanding officer. He is admitted to practice in Virginia and the District of Columbia.

Jennifer R. Mumm, Esquire is admitted to practice in Virginia and the United States Bankruptcy Court for the Eastern and Western Districts of Virginia. Jennifer is a graduate of the University of Delaware, and received her J.D. from Temple University. She has previously concentrated in bankruptcy work and is now broadening her interests in the varied world of community association law.