



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

Abigail D. Spanberger
Governor

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Secretary of Labor

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Director

June 30, 2026

Complainant: Robert Capon
Association: Turnberry Tower Condominium Unit Owners' Association
File Number: 2026-01334

DETERMINATION - NOTICE OF FINAL ADVERSE DECISION

Introduction

The Complainant, Robert Capon ("Complainant"), submitted a complaint to the Turnberry Tower Condominium Unit Owners' Association ("Association") dated September 6, 2025. The Association provided a response to Capon's complaint dated October 23, 2025. The Complainant then submitted a Notice of Final Adverse Decision ("NFAD") to the Office of the Common Interest Community Ombudsman ("Office") dated October 29, 2025, and the NFAD was received by our Office on November 3, 2025.

Authority

In accordance with its regulations, this Office, as designee of the Agency Director, is responsible for determining whether a "final adverse decision may be in conflict with laws or regulations governing common interest communities." (18 Va. Admin. Code ("VAC") § 48-70-120) The process of making such a determination begins with receipt of a NFAD that has been submitted to this office in accordance with §54.1-2354.4 of the Code of Virginia of 1950, as amended ("Va. Code") and the Common Interest Community Ombudsman regulations ("Regulations"). An NFAD results from an association complaint submitted through an association complaint procedure. The association complaint must be submitted in accordance with the applicable association complaint procedure and as specifically set forth in the Regulations, "shall concern a matter regarding the action, inaction, or decision by the governing board, managing agent, or association inconsistent with applicable laws and regulations."

Under the Regulations, "applicable laws and regulations" pertain solely to common interest community laws and regulations. Any complaint that does not concern common interest community laws or regulations is not appropriate for submission through the association complaint procedure, and we cannot provide a determination on such a complaint. Common interest community law is limited to the Virginia Condominium Act, the Property Owners' Association Act, and the Virginia Real Estate Cooperative Act.

The only documents that will be considered when reviewing an NFAD, in accordance with Regulation 18 VAC 48-70-90, are the association complaint submitted by a complainant to the association (and any documents included with that original complaint), the final adverse decision from the association, and any supporting documentation related to that final adverse decision. Other documents submitted with the Notice of Final Adverse Decision cannot be reviewed or considered. Further, this Determination is final and not subject to further review or appeal pursuant to Va. Code § 54.1-2354.4(C).

If within 365 days of issuing a determination that an adverse decision is in conflict with laws or regulations governing common interest communities we receive a subsequent NFAD for the same violation, the matter will be referred to the Common Interest Community Board to take action in accordance with Va. Code § 54.1-2351 or § 54.1-2352 as deemed appropriate by the Board.

Determination

The Complainant presents a total of nine allegations against the Association. Allegation one concerns the Association's alleged failure to release recordings of board meetings, allegedly in violation of the Virginia Condominium Act ("VCA"), specifically Va. Codes § 55.1-1935, § 55.1-1939, and § 55.1-1949. Allegation two concerns an allegation that the fees for accessing the books and records of the Association are unreasonable and exceed actual costs in violation of the VCA, specifically, Va. Code § 55.1-1945. Allegation three asserts that the residents at the July 23, 2025, Association Board meetings were not permitted to communicate concerns about the BuildingLink Association online portal. It also contends that BuildingLink is the only online communication system that the Association has which allows the membership to talk to one another, and that this is in violation of the VCA, specifically Va. Code § 55.1-1950. Allegation four concerns the Complainant's contention that the Association uses work sessions to avoid the requirements of open meetings, in violation of the VCA, specifically Va. Code § 55.1-1949.

Allegation five concerns the Association's use of a "Non-Disclosure Agreement ("NDA")," though the Complainant does not provide a citation to a common interest community statute or regulation. Allegation six alleges that books and records that are released are redacted before they are made available to unit owners, which the Complainant alleges is a violation of the VCA, specifically Va. Code § 55.1-1939. In allegation seven, the Complainant alleges that the minutes of the Association meetings were prepared incorrectly and omitted some information, but no citation was given in the complaint that any specific common interest community statute or regulation that was violated. The Complainant's allegation number eight contends that the Association has blocked a post of his on BuildingLink, due to its determination that the complainant's post "included inaccuracies and twisting of facts that render it non-compliant with Turnberry's BuildingLink website policy as of 2/16/2015."

On September 15, 2025, the Complainant added a complaint number nine, which dealt with a new BuildingLink policy regarding the functionality of BuildingLink for communications between Association members. However, that matter was treated as a new complaint by the Association and was addressed by this Office in the determination for file number 2026-02229. The additional discussion regarding the second complaint will be discussed in this Decision.

The following complaints, one through eight, are discussed in more detail below.

1. Did the Association violate the VCA when it failed to release recordings of board meetings for examination by the Complainant?

The Complainant contends that the Association violated the VCA, specifically Va. Codes §§ 55.1-1935, 55.1-1939, 55.1-1945, and 55.1-1949, because the Association refused to make available for examination recordings of Association meetings.¹ In its response, the Association acknowledged that it did not release the recordings because they were not official books and records of the Association. The Association clarified that the recordings were only made to generate meeting minutes, and they are purged once the draft meetings are prepared.

In the Complainant's request of July 21, 2025, he requests the recording of the last board meeting. That same day Kimberly Lovo responds that, "recordings of board meetings are used only to assist in the preparation of each meeting's minutes. They are not retained as a Record of the Association."

Va. Codes §§ 55.1-1939 and 55.1-1945 are most germane to this allegation. Under the VCA, specifically § 55.1-1939, every unit owner who is a member in good standing of a unit owners' association shall have the right of access to all books and records kept by or on behalf of the unit owners' association according to and subject to the provisions of § 55.1-1945, including records of all financial transactions.²

The VCA, specifically Va. Code § 55.1-1945, requires the Association to keep detailed records of the receipts and expenditures, but it also requires that,

All books and records kept by or on behalf of the unit owners' association, including the unit owners' association membership list, and addresses and aggregate salary information of unit owners' association employees, shall be available for examination and copying by a unit owner in good standing or his authorized agent so long as the request is for a proper purpose related to his membership in the unit owners' association and not for pecuniary gain or commercial solicitation.³

In its response, the Association claims that they retain the power to designate any type of recording, document, etc., as a record or choose to exclude it as a record. Furthermore, the Association appears to believe that records required for examination are limited to only those specifically in § 55.1-1945(A), which speaks directly to receipts and expenditures affecting the operation and administration of the condominium and the maintenance and repair expenses of the common elements, as well as any other expenses incurred by or on behalf of the Association.⁴

¹ See Va. Code § 55.1-1935; see also Va. Code § 55.1-1939; Va. Code § 55.1-1945; Va. Code § 55.1-1949;

² See Va. Code § 55.1-1939(1).

³ Va. Code § 55.1-1945(B).

⁴ See Va. Code § 55.1-1945(B).

This characterization by the Association is troubling, not only because it minimizes the types of information it needs to keep as a record, under Va. Code § 55.1-1945(B), but also because it makes clear that it believes that it has sole discretion to decide what documents or recordings are official records ripe for disclosure.⁵

It is true that the VCA does not define the term “record” in Va. Code § 55.1-1945 (or Va. Code § 55.1-1900, for that matter), but it expressly states that “**All books and records** kept by or on behalf of the association...**shall be available for examination and copying**...”.⁶ (Emphasis added). The emphasized terms are not defined in the VCA. Thus, under the rules and canons of statutory construction, we are instructed to look to their plain meaning and to look to the Code for definitions. The plain meaning of “all” is “the whole number, quantity, or amount.”⁷ In the context it is used in the VCA, “books” would be the “books of accounts,” such as “a ledger” or “a book or record essential to a system of accounts.”⁸ Lastly, “records” in the context of the VCA means “something that recalls or tells about past events” or “an official writing that records what has been said or done by a group, organization, or official.”⁹

We can also look to the Virginia Freedom of Information Act (“FOIA”) for guidance. FOIA allows citizens the right and the mechanism to have access to public records from the governmental subdivisions which administer and enforce the law of the land, doing many of the same functions as the associations governed by the VCA. Under FOIA, a “public record” means,

all writings and recordings that consist of letters, words, or numbers, or their equivalent, set down by handwriting, typewriting, printing, photostating, photography, magnetic impulse, optical or magneto-optical form, mechanical or electronic recording, or other form of data compilation, however stored, and regardless of physical form or characteristics, prepared or owned by, or in the possession of a public body or its officers, employees, or agents in the transaction of public business.¹⁰ (Emphasis added).

Going back to the VCA, Va. Code 55.1-1945(B), says, in part that, “all books and records kept by or on behalf of the association...shall be available for examination and copying by a member in good standing or his authorized agent...” In reading these definitions of “record” in tandem with the plain language of the VCA regarding records, this Office believes that it is clear that the term “records” is expansive to all information that is retained by the Association, including its Board, that relates to the operation and administration of the Association. Furthermore, the characterization of that information as a record is governed by the content of the information itself, rather than the discretion of the Association.

While CICO determination for file number 2021-02333 does, in fact, state that there is no requirement that an Association provide a recording to the membership unless the recordings are part of the books and records of the Association, the central issue of that determination concerned whether there

⁵ See Va. Code § 55.1-1945(B).

⁶ See Va. Code § 55.1-1900 (emphasis added); *see also* Va. Code § 55.1-1945(B).

⁷ *All*, Merriam-Webster, <https://www.merriam-webster.com/dictionary/all> (last visited April 28, 2026).

⁸ *Book of Account*, <https://www.merriam-webster.com/dictionary/all> (last visited April 28, 2026).

⁹ *Record*, <https://www.merriam-webster.com/dictionary/record> (last visited April 28, 2026).

¹⁰ See Va. Code § 2.2-3701 (Emphasis added).

was a policy regarding the recording of meetings and whether an Association was required to record meetings under the POAA.¹¹

An audio or video recording of an Association meeting closely resembled a verbatim transcript, capturing the discussion of all business that is transacted over the course of a meeting. It surely would capture discussion related to the operation of common elements and the operation of the Association, and as such, to the extent that they exist, they are records under Va. Code § 55.1-1945(B).¹²

With that said, as the VCA has no record retention schedule, there is no requirement for the Association to keep the recording after the minutes have been created from the recording.¹³ The VCA does not require associations to establish record retention policies for its books and records, so we cannot find that whether it was improper for the Association to destroy the recordings upon the creation of the final Association Board meeting minutes. As a matter of best practice, however, the Association may want to consider creating a record retention schedule to keep Association meeting recordings available for a period of time until after the Association has adopted the minutes derived from the recordings. This may be of benefit to the membership and for the Association Board in cases like the instant case where there are different interpretations of what occurred at the same meeting.

In sum, the logic used by the Association in its October 23, 2025, determination was flawed, and the Association violated the POAA, specifically Va. Code § 55.1-1945, when it failed to allow the Complainant to examine the recordings to the extent that they existed at the time of his request, as they were records within the meaning of the statute.¹⁴

2. Did the Association violate the VCA, specifically Va. Code §55.1-1945, regarding the fees that it collects for access to records?

The Complainant alleges that the property management company is charging fees to access the books and records of the Association, and the Complainant further alleges that residents are being punished with higher fees if the document preparation exceeds a certain length of time. In its response, the Association appears to agree that it is charging fees for merely accessing the books and records of the Association. The Complainant's email of July 7, 2025, states that he asked about the process to "request financial records." There appears to be no evidence that the Association originally viewed the request as done for an "improper purpose" and there is no evidence that the Complainant was not in good standing with the Association.

Under the VCA, specifically Va. Code § 55.1-1939, every unit owner who is a member in good standing of a unit owners' association shall the right of access to all books and records kept by or on behalf of the unit owners' association, subject to the provisions of Va. Code § 55.1-1945, including records of all financial transactions.¹⁵

¹¹ See, e.g., CICO Determination 2021-02333.

¹² See Va. Code § 55.1-1945(B).

¹³ See Va. Codes §§ 55.1-1900 through §§ 55.1-1989.

¹⁴ See Va. Code § 55.1-1945(B).

¹⁵ See Va. Code § 55.1-1939(1).

Furthermore, Va. Code § 55.1-1945(B) states that unless a specific provision of subsection C applies, "...all books and records kept by or on behalf of the unit owners' association...shall be available for examination and copying by a unit owner in good standing or his authorized agent so long as the request is for a proper purpose related to his membership in the unit owners' association..."¹⁶

Finally, Va. Code § 55.1-1945(E) states that

Prior to providing copies of any books and records, the unit owners' association may impose and collect a charge, not to exceed the reasonable costs of materials and labor, incurred **to provide such copies**. Charges may be imposed only in accordance with a cost schedule adopted by the executive board in accordance with this subsection. The cost schedule shall (i) specify the charges for materials and labor, (ii) apply equally to all unit owners in good standing, and (iii) be provided to such requesting unit owner at the time the request is made. (Emphasis added).¹⁷

This allowance of cost for labor and materials is related to the production of copies for the requester. It is **not** related to the mere examination and access to the records, which the Complainant has as a matter of right.¹⁸ As a result, the Association, through its Association Manager, acted in violation of Va. Code § 55.1-1939 and Va. Code § 55.1-1945 when it attempted to charge the Complainant for mere access and/ or examination of the records.

Because the Association acted contrary to the VCA, this Office strongly recommends that the Association to immediately cease charging fees to association members for mere access and examination of association records.

3. Did the Association violate the VCA regarding its online communication portal and its allowance for Association meeting participation?

In his third allegation, the Complainant states that, according to residents who were present at the July 23, 2025, Association Board meeting, they were not permitted to communicate concerns about the Association regarding the BuildingLink online portal, and that a posting by an individual regarding an upcoming meeting was inappropriate. Furthermore, Complainant contends that BuildingLink was the only communication system whereby residents can communicate with each other, and there is no other way. The Association responded by stating that edits were being made to the BuildingLink policy and that the owners' directory on BuildingLink is the designated communications method for compliance with the VCA.

Va. Code § 55.1-1950 reads as follows:

A. The executive board shall establish a reasonable, effective, and free method, appropriate to the size and nature of the condominium, for unit owners to communicate among

¹⁶ See Va. Code § 55.1-1945(B).

¹⁷ Va. Code § 55.1-1945(E).

¹⁸ See Va. Code § 55.1-1939; See also Va. Code § 55.1-1945.

themselves and with the executive board regarding any matter concerning the unit owners' association.

B. Except as otherwise provided in the condominium instruments, the executive board shall not require prior approval of the dissemination or content of any material regarding any matter concerning the unit owners' association.¹⁹

In the first part of the third allegation, there appears to be neither personal knowledge nor any evidence regarding who was or was not allowed to speak during the July 23, 2025, board meeting. Thus, this Office finds no objective basis that the Association was acting contrary to the provisions of Va. Code § 55.1-1950.

With respect to the second part of the allegation, so long as the BuildingLink system can facilitate member-to-member communication on its platform, this Office finds that it meets the bare minimum requirements under Va. Code § 55.1-1950(A). However, the change and subsequent restriction that is discussed at length in CICO Decision 2026-02229 (which concerns the same Complainant and Association), does result in a violation of the VCA under Va. Code § 55.1-1950(A).²⁰ Given what is known under the facts of this complaint at the time that the complaint was filed, this Office finds no violation of the VCA regarding the BuildingLink platform under its prior configuration. However, this Office does encourage the Association to consider if BuildingLink is the appropriate communication method for the Association, given the communication needs of the membership of the Association and statutory requirement for peer-to-peer membership communication.²¹

4. Did the Association violate the VCA regarding its use of work sessions to circumvent open board meetings?

Here, the Complainant makes several allegations that the Association Board is holding meetings outside of the open meeting requirements of Va. Code § 55.1-1949. The Complainant gives several examples that he believes demonstrate that meetings are being held informally and contrary to the VCA.

The first example concerns the Finance Committee, which the Complainant alleges was not an open meeting prior to July 21, 2025. Under Va. Code § 55.1-1949, meetings must be open and notice shall be given at least 21 days prior to the Annual Meeting, and seven days prior to any other meeting of the time, place, and purpose of the meeting.²² In the Association response, it found that there was no violation of common interest community law, yet curiously, it further stated that, “the Association has corrected any prior concerns about meetings of the Finance Committee not being adequately noticed to the community.” Thus, it appears that some violation of the open meeting and/ or notice requirements of the VCA, pursuant to Va. Code § 55.1-1949, may have occurred, but they have since been remedied.²³

¹⁹ Va. Code § 55.1-1950.

²⁰ See CICO Decision 2026-02229; see also Va. Code § 55.1-1950(A).

²¹ See Va. Code § 55.1-1950(A).

²² See Va. Code § 55.1-1949(A).

²³ *Id.*

With respect to the alleged violation of Va. Code § 55.1-1949 regarding the Association President's comments on July 11, 2024, the email cited in the exhibits (Complainant's Exhibit 4), is not, by itself, dispositive evidence of a prior meeting having taken place. This item could have been discussed lawfully via email or among a number of Association Board members not sufficient to make up an Association Board quorum or to trigger a violation of Va. Code § 55.1-1949.²⁴ Thus, this Office cannot say that the Association acted contrary to the VCA in this regard.

With respect to the alleged violation of Va. Code § 55.1-1949 regarding the meeting request between the Complainant and three other people, which the Complainant contends would have constituted a quorum, there is no evidence that this meeting took place between three Association Board members and the Complainant. The response by the Association admits that a meeting took place between two members of the Association Board and the complainant, but there is no specific evidence that this meeting constituted a quorum sufficient to invoke the open meeting and/or notice provisions of the VCA, specifically Va. Code § 55.1-1949.²⁵

5. Did the Association violate any statute or regulation, with respect to its NDA?

The Complainant alleges that the Association maintains an NDA that "is inconsistent with the provisions of the VCA requiring many types of information to be freely available to owners." However, no particular statutory provision is cited by the Complainant. Presumably, the Complainant believes that the NDA violates the VCA provisions governing member access to records.²⁶ In its response, the Association finds that no common interest community statute or regulation has been violated. The Association goes on to state that the NDA is a contract that is entered into between the Association and its Board members, committee members, and vendors, in order to protect the confidentiality of information that may come into such person's possession in the course of services to the Association and in keeping proprietary and other sensitive information confidential.

This Office has the authority only to render decisions upon violations of common interest community statutes and regulations.²⁷ While the complainant states that the imposition of the NDA by the Association is "inconsistent with provisions of the Virginia Condominium Act requiring many types of information to be freely available to unit owners," he does not provide a concrete example to demonstrate how the NDA would violate the VCA right to inspect record provision, specifically Va. Code § 55.1-1945. In looking at the NDA, it seeks to bind the Association Board Members from disclosing the confidential information enumerated in the NDA. However, it does not prohibit an individual member of the Association from examining records under Va. Code § 55.1-1945, subject to the limitations of examination contained in Va. Code § 55.1-1945(C).²⁸ As a result, this Office finds no violation of the VCA, in general.

However, we would caution the Association to ensure that the terms and implementation of any NDAs it uses are not exercised in any way to chill or otherwise limit an association member's right to

²⁴ *Id.*

²⁵ *Id.*

²⁶ See Va. Code § 55.1-1939; see also Va. Code § 55.1-1945.

²⁷ See Va. Code § 54.1-2354.3; see also 18VAC48-70-10.

²⁸ See Va. Code § 55.1-1945.

access books and records under the VCA. Further, this Office does not believe that Associations using NDAs is a best practice, especially if the NDA is not specifically authorized in the Association's governing documents. Association Board members, by virtue of their election to the board, have a fiduciary duty to the Association, and should not be artificially limited in conducting their business in the spirit of transparency and propriety.

6. Did the Association violate the VCA, specifically Va. Code § 55.1-1939, regarding its alleged redacting of records, prior to examination by membership?

The Complainant next alleges that the books and records of the association are redacted before they are made available to unit owners. The Complainant provides no other information related to this allegation other than the fee schedule, where there is a section for books and records to be redacted. The Complainant alleges that this is a violation of the VCA, specifically Va. Code § 55.1-1939, which governs the rights of unit owners.²⁹ In its response, the Association does not appear to address the reasoning for redaction at all.

The Complainant is correct that the unit owners have a right to inspect books and records kept on behalf of the Association, but that access is subject to the provisions of Va. Code § 55.1-1945.³⁰ Va. Code § 55.1-1945(C) contains exceptions for Association member access to certain records.³¹ It would be prudent for the Association to have a protocol for redacting records that may fall into one of the withholding categories under Va. Code § 55.1-1945(C), regardless of whether it is permitted to collect a fee under Virginia law (which is addressed above). Based on the information in the record, this Office does not have any information that the Association is redacting information from member inspection that is impermissible under Va. Code § 55.1-1945.³² As a result, we cannot find that the Association is operating contrary to the VCA.

Despite this, this Office would remind the Association to fully respond to each complaint in deference and respect to the spirit of 18 VAC48-70-10. Given that this process does not give this Office the opportunity to examine witnesses under oath to elicit the positions of the parties, it is paramount that counsel for the Association respond directly to each allegation.³³

7. Did the Association violate any statute or regulation, with respect to the preparation of its minutes?

In allegation seven, the Complainant contends that the Association made materials omission in the minutes from the Association meeting of July 23, 2025. No statement was made by the Complainant of any common interest community statute or regulation being violated by the Association in relation to this allegation. The Association responded that it determined that no common interest community statute or regulation was violated, and it also pointed out that Va. Code § 55.1-1949(B)(1) also requires that minutes of the meetings of the executive board be recorded.

²⁹ See Va. Code § 55.1-1939.

³⁰ See *Id.*; See also Va. Code § 55.1-1945.

³¹ See Va. Code § 55.1-1945(C).

³² *Id.*

³³ See Va. Code § 54.1-2354.3; see also 18VAC48-70-10.

Va. Code § 55.1-1949(B)(1) requires that minutes of the meetings of the executive board be recorded and available.³⁴ However, there is no statute or regulation that governs what should be specifically contained within in meeting minutes or what penalty should be levied for omissions therein.³⁵ As this Office only has the authority to render opinions on violations of Virginia common interest statutes or regulations, we find that no violation of the VCA occurred.³⁶ However, we would direct the Complainant to speak with counsel about whether a remedy can be sought in another forum.

8. *Did the Association violate the VCA regarding its alleged content moderation on BuildingLink of the Complainant's post?*

Lastly, the Complainant alleges that a post that he desired to make on BuildingLink was not approved because it included inaccuracies and twisting of facts that rendered it non-compliant with the BuildingLink Association member web portal policy. The Complainant further argues that other parties, including the Association GM, were engaged in content moderation, which the Complainant contends was in violation of the Association's website policy (as the Communications Committee Chair is the authorized moderator). Again, the Association did not feel the need to respond in any way to this allegation, frustrating the objectives of 18VAC48-70-10, and making their position unclear.³⁷

Va. Code § 55.1-1950 states the following:

A. The executive board shall establish a reasonable, effective, and free method, appropriate to the size and nature of the condominium, for unit owners to communicate among themselves and with the executive board regarding any matter concerning the unit owners' association.

B. Except as otherwise provided in the condominium instruments, the executive board shall not require prior approval of the dissemination or content of any material regarding any matter concerning the unit owners' association. (Emphasis added).³⁸

In order to effectively determine this allegation, there needs to be more evidence in the record. It is unclear whether the web policy is codified or incorporated by reference within the condominium instruments (which include such documents as the declaration, bylaws, and plats and plans recorded pursuant to the provisions of the VCA).³⁹ To the extent that the policy was never incorporated into the condominium instruments that govern the Association, it would be a violation of the VCA for the Association Board or one of its agents to require prior approval of the dissemination or content, so long as this matter concerns the Association.⁴⁰

³⁴ See Va. Code § 55.1-1949(B)(1).

³⁵ See Va. Codes §§ 55.1-1900 through 55.1-1986.

³⁶ See Va. Code § 54.1-2354.3; *see also* 18VAC48-70-10.

³⁷ See 18VAC48-70-10.

³⁸ Va. Code § 55.1-1950

³⁹ See Va. Code § 55.1-1900

⁴⁰ See Va. Code § 55.1-1950

While there is not enough information to conclude whether there was a violation of the VCA, specifically Va. Code §55.1-1950, the Association should review their BuildingLink policy to ensure that it is compliant with the VCA requirements under section B of Va. Code § 55.1-1950.

Conclusion

Based on the foregoing, this Office finds that there was sufficient evidence to find a violation of the VCA related to allegation one under Va. Code §55.1-1939 and Va. Code § 55.1-1945, with respect to its failure to make available for examination recordings of Association meetings. With respect to allegation two, the Association also violated Va. Code §55.1-1939 and Va. Code § 55.1-1945 when it sought to impose fees upon an Association member for exercising their right to inspect Association records. With respect to allegation three, this Office finds that there was no violation of the VCA. With respect to allegation four, this Office finds that the Finance Committee had violated the open meeting requirements of Va. Code § 55.1-1949, but there is no evidence that this is actively occurring. No other violations of the VCA were found with respect to allegation four. With respect to allegation five, this Office finds no violation of the VCA. With respect to allegation six, this Office finds no violation of the VCA. With respect to allegation seven, this Office finds no violation of the VCA. With respect to allegation eight, this Office finds insufficient evidence to find a violation of the VCA.

Required Actions

It is recommended by this Office that the Association create a recording record retention schedule for any recordings that it utilizes for its Association meetings. Additionally, provided that the Association has not already done so, the Association should allow the Complainant to examine the requested Association meeting recordings, to the extent they still exist, within 14 business days of receipt of this determination. This Office further recommends that the Association revise its fee schedule to ensure no fees are charged for document inspection to be consistent with the requirements of Va. Code § 55.1-1939 and Va. Code § 55.1-1945. The Association should also consider whether BuildingLink is the best forum, given the membership of the Association, to allow for “a reasonable, effective, and free method” of member-to-member communication that is not subject to “prior approval of the dissemination or content of any material regarding any matter concerning the unit owners' association” by the Board, in accordance with Va. Code §55.1-1950. The Association should also, within 30 days of this decision, review whether their terms of use policy, and protocols for the BuildingLink forum comply with the provisions of Va. Code § 55.1-1950.

Please contact me if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read "J.S. Douglas Webster", is written over the typed name.

J.S. Douglas Webster, Esquire,
CIC Ombudsman

Compliance & Investigation Division