

These minutes are a draft of the Board Meeting Minutes and will not become a part of the Association's formal records until they are approved by the Board at the next regular meeting. They are provided in advance of approval as a courtesy to the Association membership.

MALA Board of Directors' Meeting Minutes

February 9, 2010

Nola Adler Vice President, called the meeting to order in the Clarksville Public Library at 7:00 p.m.

Present: Nola Adler, Phillip Beck, Chris Crouse, Clint Dalton, Cathy D'Amato, Martha Day, John Gilmore, Mike Gupton, Chris Henry, FJ Hale, Kevin Hensley, Ben Jackson, Greg Sansing, Bill Smith, Tim Tetreault.

Excused: Jerry Billingsley, Sambo Lewis, Richard Wikle, and Bill Woodfin

Absent: Jerre Mabrey

Observers: Rick Adler, Rick Baldwin, John Stinson, Dewitt Vanarsdale, Pat Wells, Scott Young.

The minutes of the December 8, 2009, Board Meeting, having been distributed to the Board and posted on the Association website, were approved as written. A motion was made to approve the December 8, 2009, minutes, seconded, and accepted without dissent.

Treasurer's Report: The Profit and Loss Budget vs. Actual January through December 2009 was distributed and discussed. Nothing to report for this year.

Old Business:

President's Report: The Internal Complaint Process is with the Committee to Unite MALA.

Questions and answers on the status of the hangar were discussed. [Nola Adler read the following aloud as the Aviation Chair didn't wish to:](#)

Consolidated Q&A

1. [Does MALA have the authority to lease common land? How about getting a legal opinion?](#)
 - a. [The IRS said as long as the association spends the money it collects, MALA may collect money for a variety of uses, so there is no direct prohibition. \(Nola Adler is paraphrasing Greg Sansing, who concurred at the meeting this was correct information.\)](#)

- b. Yes – MALA’S Policy Declaration about the common areas (on file with the county) states that the “rules and regulations are established by the MALA Board of Directors and may be modified by the Board from time to time as becomes necessary.”.
 - c. Legal counsel should be obtained on the whole concept as well as individual agreements. (This input was received from a variety of sources. Rick Adler volunteered to use his AOPA legal services for the review.)
 2. Is this a significant action that requires a vote by the lot owners?
 - a. No, the Board of Directors (BOD) should be able to handle this. Again, the MALA’S Policy Declaration (on file with the county) about the common areas states that the “rules and regulations are established by the MALA Board of Directors and may be modified by the Board from time to time as becomes necessary.”.
 3. Who is responsible for compliance with zoning and other state, county or federal rules?
 - a. The county requires a special use permit (\$350 at this time) paid by the builder, in this case the owner/pilot wishing to erect the structure.
 - b. The builder/owner would be responsible to follow all applicable rules.
 4. Who is responsible for the cost of complying with sanctions for violations?
 - a. This question needs to be clarified – what sanctions, and would all violations necessarily have a monetary component? In general, violations of the signed agreement need to be paid for by the owner/pilot – for example if the 10-foot space around the hangar were not mowed/maintained and the MALA Maintenance Contractor did the mowing, then a bill for services should be rendered and paid by the owner/pilot.
 5. Is Skip’s Agreement consistent with Zoning? For example, can a meeting room be adjacent to POL (Petroleum, Oils and Lubricants) storage?
 - a. No zoning would be violated. POL would NOT be stored in sufficient quantity in the hangar so as to create a hazard or violation of any kind.
 6. According to Skip’s Agreement, MALA is responsible for its authorized activities related to the facility. MALA cannot obtain liability or D&O insurance for activities related to the runway or related facilities.
 - a. Paragraph 6 in Skip’s proposed Agreement states MALA will be responsible for determining who uses the multipurpose room and will also be responsible for any damage to the multipurpose room caused by authorized users. The question posed seems to read more into the agreement than was intended?
 - b. There is no liability regarding the runway. Pilots must carry their own liability insurance in order to fly, and the building owner will insure the building, just like a home or garage. MALA is not responsible for any liability related to use of the runway.
 7. Who is responsible for unauthorized activity?
 - a. MALA Safety and Security chairman or 911 responders.
 8. What, exactly, constitutes unauthorized activity?
 - a. Any activity outside the runway rules, which have been published. Examples include operating a golf cart, car, truck or other motorized conveyance, picnicking, burying or dumping.
 - b. This question need to be rephrased to define what the originator means – not sure the answer provided is getting at what the originator intended. A complete list of unauthorized activity is not practical, as it would have to include every illegal act ever defined in these United States.
 9. Skip’s Agreement (paragraph 10) provides that “owner” will hold harmless MALA for any incident that arises out of construction and operation of the hanger facility. What is the nature of this hold harmless?
 - a. To hold harmless means that MALA is not to be placed in harm by such use of the airport or its facilities. Generally this means legal harm, such as a lawsuit arising from any accidents.

10. What is the limit of the hold harmless?
 - a. There is no limit.
11. What happens if this hold harmless goes away or never materializes?
 - a. What does this question mean? The hold harmless is part of the to-be-signed agreement, so how could it go away or never materialize?

Rick Adler presented the following Q&A on insurance liability, which he'd obtained from an aviation insurance person, with whom he has business contact:

Rick:

See answers to each question below prefaced with "[JH] ". I believe in your situation you as a property owner and also the volunteer board do have a potential exposure even if it is private use only. Keep in mind, anyone can sue anybody in this country. The big expense comes in having to defend on even a frivolous suit.

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From: Rick Adler

Subject: Insurance Coverage for private airports

Jon,

I would like to get some information on covering private use airports. We live in a community (Merifield) located in Clarksville, VA. The community has an airstrip that has existed since the 50's and is a deeded part of the common use land. The strip is charted and registered with Virginia- identifier is VG34. The entire community is governed by a volunteer, elected board, and is a non-profit entity. It is not considered an "Airport Community" but the existence of the strip is an advertised feature and the reason a few people did purchase and build here.

There is some controversy in the community regarding a request by a resident to build a private use hanger on the common property using a land lease arrangement. This has brought out an old concern regarding liability insurance coverage on the airstrip. Apparently they did have coverage some years ago, but dropped it when a resident convinced the board it was a waste of money as the strip is private use and is clearly marked "use at own risk." I am told the board has recently attempted to get professional liability coverage for the Board members, and was told unless there is a separate policy on the airstrip, no one will write the policy. This, in addition to the hanger request, is driving us to resolve this issue.

To help in our moving forward, could you provide some information for us?

1. What is the usual policy coverage for a private use airstrip (2200x75 grass, unlighted)?

[JH] Most that we insure carry a \$1,000,000 premises/airport coverage.

2. Does it matter if there is written permission required to use it? [JH] No. What about "hold harmless/use at own risk" waivers? [JH] Hold harmless is very weak in most cases and also a person signing a hold harmless cannot waive anyone else's rights to sue, i.e.: a family member or other injured party, etc.

3. What does such a policy normally cost? [JH] there are only about three companies willing to write these type private airports anymore. The most recent costs we have seen for this limit of coverage is about \$2500 to \$3000 annual.

4. Would the existence of "private use" hangers on the strip change the policy/liability in any way? (The idea is the individual owners will have to cover the hangers under their homeowners policy - as if they were garages.) [JH] No that should not affect your exposure or cost.

5. If coverage is normally not available by the homeowners policy, what type of coverage is available for hangers like this? [JH] Owned hangars can be insured for physical damage and liability fairly reasonably by an aviation insurance company. We have about three markets for that as well. Most homeowners policies as you probably have already discovered generally have an aviation exclusion.

6. Is there any additional considerations for property owners that adjoin the strip and build hangers? [JH] Just make sure their homeowners policy specifically (in writing) covers the hangar and contents (not the airplane of course) as most do have an aviation exclusion.

7. Are there any other issues/considerations you normally see that I have not addressed? [JH] Directors and Officers coverage option that I believe you have already investigated.

8. Is there coverage available that also covers other "common use areas" such as a boat dock, playground, picnic area, tennis court? The community also has these amenities and extending any liability coverage over their use would be useful. [JH] From my experience with the aviation markets they don't really like to pick up other than aviation exposures although it may be possible. It kind of leaves a "catch 22" situation if they don't since you would then have to get that covered under separate cover on a traditional property policy. That is an area that I do not have expertise. Only aviation.

Nola Adler introduced the idea of 'Guidelines' the Board might consider before signing any contract for lease of the common property, to protect MALA and ensure even-handedness:

Many months ago Skip Bona came to the Board of Directors with the idea of building (or rebuilding) a hangar on the grass airstrip. FJ Hale has been working closely with Skip on this idea. The Aviation Committee (ie FJ) has put in a lot of work checking out the county rules, talking to the neighbors, working with the Architectural Committee, having aviator meetings, etc. As far as the Aviation Committee chair is concerned, there are or should be no issues and we should just go ahead and replace the hangar(s). However, I have heard from a number of my neighbors, other aviation committee members and folks interested in the aviation aspect of Merifield, that we need to work with the entire community and come up with a win-win situation that makes everyone happy.

December's BoD meeting was a very positive first step in getting Skip's idea to come to fruition. Folks with questions were to provide them to me, and I would consolidate them and give them to FJ for answers. I got input from three people in writing and from another half dozen verbally. I consolidated the questions and worked with FJ on the answers. Most of the questions were about protecting MALA's interests and making sure MALA wouldn't have to pay for anything. More than one person wanted to run this by legal opinion.

The proposed guidelines below just grew out of the questions received, as there seemed to be a theme. Since Skip's proposal seems to be setting a precedent for private use of common land, it seemed appropriate to me the BoD should have some sort of policy in place to ensure that not only Skip but anyone following would have some rules to follow. I have read the director's book cover to cover (more than once) looking to see what kind of guidelines did exist. These guidelines seemed to fit into the book and actually built on stuff that was in there.

I think these proposed guidelines (as a starting point) are very high level and vague enough to encompass a variety of proposals. For example, there's a clause about compensation. It doesn't say money, just compensation. Thus, Skip's idea of the meeting room could qualify as compensation. Maybe the next guy gives money, or some other payment 'in kind'. Each proposal needs to be evaluated on its own merit, yet should follow some kind of 'standard' that the BoD sets (ideally, in my opinion). The guidelines were not discussed but here is the body of the handout:

*****start of proposed guidelines

The Airstrip at Merifield

The common interest community known popularly as Merifield Acres is composed of over 700 contiguous and noncontiguous platted units. The volunteer Board of Directors of the Merifield Acres Landowners' Association (MALA) and Architectural Committee tend to the day-to-day business of the community. There are areas within the overall property designated as "common use" (for use by all MALA land owners and their guests.) These areas are under the purview of the MALA Board of Directors and the Architectural Committee, who are responsible for ensuring they are properly maintained, used for their intended purposes and conform to the overall aesthetics of the community. The property known as the "Airstrip" is one of these common use areas.

History of the airstrip

The Occaneechee Indians controlled the Buggs Island area and surrounding region from 1250 A.D. until 1676, when Nathaniel Bacon's Rebellion drove the Native Americans out. By the mid-1700s, Lewises had become landowners in Mecklenburg. After serving as a naval aviator in the Pacific during World War II, Meriwether Fielding Lewis returned to Clarksville with his bride Mary Frances Thatcher to farm and continue flying. On August 15, 1947, Meriwether Fielding Lewis bought from his widowed mother a little over one-thousand acres. He renamed the land Merifield (Deed Book 127, Page 176), from the first syllables of his given names.

The construction of John H. Kerr Dam and Reservoir between 1946 into 1952 to control floods and generate hydroelectric power altered the geography and landscape, and forced the Lewises to shift from farming to land development. The first lots were platted in October of 1955. In the mid-fifties, combining two separate hay fields and moving earth, Meriwether Fielding Lewis created an airstrip running up from the water. A year or so later, he built one hangar and then a second and bigger

one. (As of 2009 the two hangers had deteriorated and were torn down leaving only a concrete foundation.)

Meriwether Fielding Lewis envisioned that Merifield would be a community of people interested in aviation who owned their own aircraft and would use their airplanes and the Merifield airstrip for daily or weekly commuting to their place of work. On June 10, 1962, with at least 10,000 hours flight time, Meriwether Fielding Lewis perished in an aircraft accident.

On May 6, 1992, Mary Frances Lewis deeded to MALA land neighboring the tennis court, additional portions of Oak Park, the upper portion of the airstrip, and two lots at the head of the airstrip (Unit RP 8E, lots 171-172)—so long as the airstrip remains available as an airstrip. These collectively are considered “common use areas” of Merrifield Acres. A copy of the specific use deed for the airport is filed with Mecklenburg County.

MALA has maintained the airstrip throughout the years and it has remained in constant use since its establishment. As of 2009 there was renewed interest by several land owners to increase its use and reestablish hangers for their aircraft.

Benefit to the community

The Airstrip provides enhanced value to current and prospective residents of MALA who are involved in aviation and use private aircraft for recreation and personal transportation.

Current Status

The airport is posted “Use at Your Own Risk” and is designated a private use airport with the Federal Aviation Administration. It has been given the identifier “Merifield Airport - VG34” and is charted on the Washington Sectional chart.

Any Merifield resident or their guest may use the airstrip as long as he/she agrees to abide by the current Airfield rules maintained by the MALA Aviation Committee and approved by the MALA BOD. The details identifying the runway, elevation and characteristics are maintained by the Aviation Committee and kept current with the FAA by the Aviation Committee Chair.

Runway rules

The current runway rules are posted to the MALA website (www.kerrlake.com/mala) and are updated from time to time. All pilots using the airstrip are to abide by the current rules.

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Establishing Private Use Areas

Merifield residents may petition the Board of Directors to establish sections of common use areas for the exclusive private use by the resident. This establishment will be done using a “land lease” and will include specific items to ensure MALA interests are protected and the use is consistent with the overall purpose of the land. No agreements will be allowed that interfere with adjoining property owners’ access to the airstrip. Requests must be presented at a regular meeting of the BOD and no agreement will be signed without the final text being posted on the MALA web page for a minimum of 30 days to allow comment. Comments will be considered by the BOD, and may be included in the final agreement at the discretion of the BOD President. The President of the BOD at the time the lease is executed, or modified, shall sign for MALA.

All agreements concerning use of the Airstrip and its adjoining common property shall include the following:

- The agreement shall be in the form of a land lease whereby MALA retains ownership of the property and a specific MALA resident is granted permission to use the land for a specified purpose and exclusive use.
- The lease shall be for a specific plot of land under the control of MALA. The lessee will assume responsibility to maintain the land identified in the lease.
- The lease shall be for a specified period and may include options for renewal.
- The lease shall identify the lease hold improvements approved by MALA Board of Directors. (If a structure is included, it also requires MALA Architectural Committee approval.)
- The lease shall specifically require the lessee to abide by MALA covenants and bylaws as well as any applicable Mecklenburg county ordinances and/or permitting process.
- The lease must specifically identify that the lessee is responsible for any fees, taxes or other costs associated with the lease hold improvements.
- The lessee shall obtain appropriate insurance for any structure erected on the property. The lease shall specifically state MALA assumes no liability for the activities conducted on the leased property by the lessee or their guests.
- The lease shall identify specific compensation to be provided by the lease holder for use of the land and will include a provision to reevaluate the compensation amount every five years. Rate of compensation will be negotiated between the MALA BOD and the prospective lessee and shall be reasonable and consistent with other land lease agreements held by MALA. Any monies collected by MALA under these agreements will be applied to the general fund for upkeep of the common areas.
- Violation of the provisions of the lease by the lessee will be processed using the MALA Internal Complaint process and may result in termination of the lease.
- The lease shall include specific termination clauses and disposition of the lease hold improvements upon termination. Lease hold improvements remaining on the property after the lease agreement is terminated, for any reason, become the property of MALA to be disposed of as the MALA BOD determines.
- The lease may include provisions for the lessee to transfer the lease for any remaining lease period subject to the transferee meeting the conditions of the lease, agreeing to its provisions and MALA BOD approval.
- The lease shall include provisions for the lessee to be compensated for the prorated costs of lease hold improvements should MALA eliminate the Airstrip as a common use element of the community during the lease period.

Maintenance of Records

This document (as amended by the MALA BOD) shall be part of the BOD Notebook. Leases executed under these guidelines will be maintained by the MALA BOD as permanent records and will be filed with the Mecklenburg County clerk as amendments to the property owners' deed within 90 days of signature.

***** end of proposed guidelines

Board decided that legal council would be needed to determine if the board has the authority to lease common property. Ben Jackson will draft the question and coordinate it through Nola and Rick Adler. He will present it to the attorneys he has an association with in the form of a question for an estimate.

A petition from the residents bordering the airstrip opposing the hangars was presented to the Secretary from the Aviation Committee chair, FJ Hale.

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Secretary's Report: Distribute Committee Rosters, Board of Directors e-mail, Common Interest Community Certificate to update the Directors notebooks.

Open Forum: Discussion of insurance for the airstrip to determine what coverage is needed. Rick Adler and Greg Sansing to discuss getting quotes.

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Architectural Committee Report: Chair reported contact has been made with Laurie Foote with no response from Ms Foote. Law firm; Clement and Wheatly of Danville, Va were contacted to represent MALA in court to bring the Foote property into compliance with MALA's rules. Chair also mentioned the President had spoken with Ms. Foote on this issue.

There have been no requests for new homes or additions in the past two months.

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Standing Committee Reports:

Appearance and Beautification. No report

Aviation: I wish to make a complaint. In April of 2009, I completed a one page document consolidating the rules that govern our airport. At our last meeting, members were given a document purporting to be those rules. They were not. Some person revised those rules so as to make them contradictory and confusing. This is not the first time I have had this problem. I have attached the only approved copy. Please see to it that this problem is solved and the correct copy is posted on the website and issued to the board.

The Hangar:

I expect a presentation from Mr. Bona. In the meantime, three residents of MALA have submitted questions with regard to the hangar. Here are the question and their answers to those questions in red.

Consolidated Questions Regarding the Hangar Replacement

I have removed the names of the individuals in order to avoid personal criticism and embarrassment.

1. Put up the hangar(s) where the old ones were. **Agreed**
2. Have a 'master plan' that gives an overview of the fully built-out airport with maximum number of hangars that won't interfere with any individual property owner's access or right of way. **The master plan is to replace the old hangar with a new one. There may be room for two, possibly three. The square footage of the existing area will determine the number. The hangars will not obstruct the view.** Establishes a waiting list for said hangars with rules pursuant to that. **We have a waiting list of two pilots.**
3. The pilot must agree to be responsible for all taxes on the building and to maintain the immediate 5 foot area around the hangar foundation. **Agreed**
4. Hangars are for aircraft storage only. **Temporary storage of a car is allowed. Minor aircraft maintenance such as oil or tire changes and cleaning are allowed. No loud machinery so as to disturb the peace will be allowed.**
5. The pilot agrees to finish the hangar and maintain the utilities. Should the pilot not finish construction of the hangar, the pilot must make arrangements with the MALA BOD to return the area to its original condition, or find another MALA pilot to assume the project. **Agreed**
6. MALA may not terminate this agreement without just cause. Just cause will be a violation of any on the conditions in this Agreement such as storing a boat or not cutting the grass. The vote will be by a majority vote of the Board with a quorum present 90 days notice to and opportunity for comment by the owner. **Agreed**

7. Upon termination of the Agreement at the pilots' discretion, he shall have a right to full reimbursement for improvements and costs less a reasonable depreciation to be negotiated with the next owner. **Agreed**
8. If termination is for cause, the hangar becomes the property of MALA until another pilot can be found to occupy the hangar. The original builder has a right to the same compensation as in paragraph 7, as soon as another MALA pilot can be found. **Agreed**
9. Building plans must be approved by the Architectural Committee and with advice from the Board of Directors. **Agreed**
10. Does MALA have the authority to lease common land? **The IRS says this is allowed as long as the money is spent.** How about getting a legal opinion? **The opinion of the board will suffice.**
11. Is this a significant action that requires a vote by the lot owners? **No.**
12. Who is responsible for compliance with zoning and other state, county or federal rules. **The county requires a special use permit (\$350) paid by the builder.**
13. Who is responsible for to cost of complying with sanctions for violations **This question will have to be clarified as there is no cost and there are no sanctions.**
14. Is Skip's Agreement consistent with Zoning? **Yes.** For example, can a meeting room be adjacent to POL storage? **This (POL) refers to a commercial enterprise such as a gas station and is not applicable. Even if it were, it is allowed. Note the McDonalds attached to the gas stations throughout the United States.**
15. According to the Agreement, MALA is responsible for its authorized activities related to the facility. MALA cannot obtain liability or D&O insurance for activities related to the runway or related facilities. **There is NO liability regarding the runway – period –full stop.** Who is responsible for unauthorized activity? **MALA Safety and Security chairman or 911 responders.** What, exactly, constitutes unauthorized activity? **Any activity outside the runway rules. This question needs to be rephrased so as to define what the originator means.**
16. The Agreement provides that owner will hold harmless MALA for any incident that arises out of construction and operation of the hanger facility. What is the nature of this hold harmless? **To hold harmless means that MALA is not to be placed in harm by such use of the airport or its facilities.** What is the limit of the hold harmless? **There is no limit.** What happens if this hold harmless goes away or never materializes? **Please rethink this question. What do you mean goes away?**

17. The use of common property for building a private hangar raises a lot of concerns that need to be addressed. **The land remains MALA property, the hangar is replaced by private funds.** There is limited space available for building hangars. Not everyone can have his or her own personal hangar built on common property. **Agreed. So far we have two pilots, planning two hangars. That will consume the available space. There is a possibility of a third hangar.**

18. If that is what is proposed, it could open up MALA for other building on common property such as boat storage buildings in Oak Park. Many boat owners may prefer to house their boats in buildings in Merifield rather than paying rent outside our community. If private buildings were approved to house aircraft, it would be difficult to deny a similar benefit for other purposes. **No. The airport is a *dede*d specific use property. It has a specific use such as the tennis court. If you want to build a tennis clubhouse, form a committee for the Tennis Association. You want to store your boat at Oak Park, form a committee and make your presentation for the Boat Owners Association to the BOD.**

19. The proposal indicates that the upfront cost for building the hangar will be covered by the pilot however, prior to approval, the long-term impact to Merifield residents needs to be addressed. **There has been a hangar on the airport since about 1979. There is no, nor has there ever been, any adverse long term effect. This is an improvement.**

20. The Taxes and maintenance of the building should not cut into MALA's budget present and future. **The pilot owner will take care of the property taxes on the hangar and perform the necessary maintenance.**

21. At some point in time, I expect the buildings would be turned over to MALA, (no one lives forever) then it would be MALA paying these bills. **No. There are no bills other than maintenance. The next pilot on the waiting list will do this. The hangar will remain in private hands until there is no longer a pilot ready to assume ownership.**

22. MALA budget is already strained to the point where our roads are an issue. Our budget does not need more competing requirements. **N/A as the pilot will take care of the hangar.**

23. If the proposal to build hangars is approved, then it should be available to serve the entire community current and future. **The hangar (s) will be for the MALA pilots only. The meeting room attached will be for MALA only, now and in the future. Again, think of the tennis court.**

24. A lease agreement should be put in place to specified restrictions and conditions since it is on common property. **No lease is necessary to assure the conditions specified in the airport rules will be adhered to. If approved, the owner will maintain the hangar and cut the grass 5 feet from the border of the structure.**

25. Hangars should be sized to maximize the number of aircraft they can hold and a limit of one plane (or hangar??) per family should be imposed to make hangar space more available to the community. **The hangar is built to accommodate the aircraft, one or more, of the pilot. No purpose is served otherwise.**
26. The hangars should be used to house aircraft only, and should not be used as a storage unit for boats, motor vehicles, etc. **Agreed. The pilot may leave his car there when his is out flying, on a temporary basis.**
27. The condition in which the hangar and surrounding area is maintained needs to be addressed. **It will be maintained within 5 feet of the foundation.**
28. A Termination clause for non-compliance to conditions and restrictions should be included in the lease. **Misconduct is noted in the airport rules so as not to disturb the peace and quiet of the surroundings.**
29. County taxes on the hangars are another issue that needs to be addressed. **They will be by the pilot-owner.**
30. As for the hangar, at the general membership meeting I recall a discussion as to whether the Architectural Committee had purview as to the construction? If this is still open for discussion, I would want them to extend their approval process to this very important structure(s). **The Arch Com will have the approval responsibility with the advice of the BOD.**
31. My first concern was for any structure that might be out of character for the neighborhood. Yes, I know there was a hangar that has since been torn down that may or may not have been esthetically pleasing, however I wasn't around when that structure was contemplated. **The pilot will have the approval of the Arch Com, and therefore, the hangar will be unobtrusive and consistent with the surrounding structures, blending in with the land. No one, pilot or not, wants to adversely effect the beauty we all love.**
32. There are three overarching questions that need attention. Does the MALA Board have authority to execute such an Agreement? **The BOD has the obligation to replace the hangar that was allowed to fall into disrepair. They can either do this with MALA funds or allow a member in good standing to do so at his expense.** This is a first impression agreement and will pave the way for similar agreements for private, exclusive use of common areas. **This is an unfounded premise as this property is the *only specific deeded use* property in MALA.** Should MALA obtain competent, legal opinion to support the interests of the community regarding authority as well as drafting the specifics of the Agreement? **No. This is a repetitive waste of MALA resources and does nothing. We are a self-governing body capable of formulating a solution.**

33. Should such an Agreement be deemed by the Board to be a significant action requiring a two thirds vote by the lot owners? **Absolutely NOT. Considering the contentious nature of this association and the absence of experienced and knowledgeable resources, this will be the death knell not only of the hangar and runway, but contribute to the pariah status MALA is developing. Such a reputation will result in the further decline of property values.**

Runway Safety Rules and Regulations (Final 01.20.10 re 4.10.09)

Background: MALA owns land, configured as a runway, that is available for landing and take-off operations of light aircraft. The runway is private and its use is available to Merifield Acres lot owners and their guests. The runway is unlighted, has a grass surface, and is outlined by white pylons. A wind sock is located on the approach end of the runway. MALA maintains the grass surface using its maintenance contractor. Management of the runway is the responsibility of the Chairman of the MALA Aviation Committee.

Authority: The Virginia Property Owners' Association Act provides authority for MALA to establish, adopt, and enforce rules and regulations with respect to the use of the common areas and with respect to other such areas of responsibility assigned to the Association by the covenants. The Merifield, Inc., covenants provide that MALA has responsibility for the "general safety" of lot owners.

General Rule: No unauthorized activity may be conducted on any part of the MALA runway land inside or outside of the pylons. Unauthorized activity includes the operation of any vehicle such as a golf cart, car, truck, or other motorized conveyance. (Federal law prohibits the unauthorized operation of vehicles on runways.) Other prohibited activities are those that would obstruct the runway such as picnicking, burning, or dumping of foreign material.

Landing operations may not be conducted after evening civil twilight (30 minutes after sunset)

unless the pilot in command has an emergency. Landings after evening civil twilight should be conducted at Marks Municipal Airport (W63) or other facilities equipped for such operations. The operational pattern is left hand for runway 33 on approach, and 15 for departure. **STANDARD RADIO PROCEDURE FOR ALL OPERATIONS ON 122.9 IS MANDATORY.**

Operation of a vehicle on the MALA runway land may be authorized by the Chairman for purposes of carrying out official business of MALA, including maintenance.

Radio Operation is required of every aircraft operating from MALA on the runway and in the pattern. Every aircraft so equipped must broadcast on 122.9 . Failure to comply with standard operating procedure, calling the turns and taxi operations may result in a permanent prohibition and a report to the FAA.

The runway may be closed in the event of an obstruction on or defect in the surface that would effect safe operations.

1. Notify the Chairman, Francis Hale, at 374-9922. **If contact is not made, then contact any other member of the Aviation Committee who will in turn contact the maintenance contractor.** (Refer to Merifield Acres Directory, Aviation Committee.) or member of the board.
2. The marker panel used to close the runway is in a plastic coffee **in the custody of the maintenance contractor.** Open the panel and lay it out at the approach/ lake end of the runway and weight it to hold against the wind.

Any obstruction or defect requiring repair of the surface of the runway must be approved by the Chairman prior to returning the runway to service.

Aircraft may taxi across Meriwether Drive at approved crossings. Aircraft parking on MALA property will be at the north end near the posted sign to the right. Aircraft may park on private property with the owners' consent. Such violations should be reported to the Board of Directors or Aviation Committee. The Aviation Committee will investigate the complaint and make the final decision.

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Common Areas and Facilities: Ralph Moore completed installation of road markers around our December meeting timeframe.

Vandals destroyed another light at the entrance. It was replaced by the light slated to replace the left light.

Called William Harlon, Corp. Engineers, on 4th February 2010 about the status of the front entrance easement. He informed me that Mike Dobb, Corp. Engineers, has submitted the requests for the front and the runway extension which is under review.

Committee to Unite MALA: The Committee is gathering items from it's members and from the landowners of our community. Several issues are facing our community, and we will need to address some of these items.

However, we realize that our most pressing item is the necessity to bring in funds to support our community's roads.

Included in your January Annual Mailer, is a color coded map with a coded comparison sheet to familiarize residents of the various "covenants" in the makeup of Merifield Acres. This was taken from your Director's Notebook.

Deer Control: Chair reported permit to harvest deer was extended past January 1, 2010.

Finance: Chair reported the current balance of the Bank of America CD is \$48,490.00. The checking account balance is \$26,233.00. The Bank of America Investment Account is rebounding, the current balance as of January 31, 2010 is \$72,112.00.

Political and Environmental: In North Carolina, it may be more difficult to get another "IBT", Interbasin Water Transfer, after the Concord/Kannapolis settlement. The new state law mandates a public hearing process, environmental impact statements, a drought plan, commercial and residential impact determinations and a most important, a proof that an IBT is necessary, and the party wanting to transfer the water, has no other option.

The settlement does not affect litigation by South Carolina against North Carolina opposing the transfer of water from the Catawba without South Carolina's involvement.

Roads and Maintenance: Chair reported commended Ralph Moore on the removal of snow from MALA roads. Steve Boelte was contracted to remove the snow when Ralph's tractor was leaking oil.

Security: FJ Hale reported vandalism to the airstrip. I checked it out and found a bare strip of grass approximately 25 feet long. He suggested that it might be done by a dirt bike. There was no evidence of any dirt bike riding on the airstrip.

Mr. Hale also made suggestion of placing a camera at the entrance to catch whoever is doing the damage to the pole light. He said that the board might consider a camera like the ones that the hunters use.

Welcoming: Nothing to report

Communication:

Directory: The 2010 Merifield Acres Directory Addenda was mailed January 21, 2010, piggybacked onto the January annual assessment/ annual equivalent contribution invoices along with inserts from the Committee to Unite MALA and the Political and Environmental Committee, saving letterhead envelopes and postage. Treasurer Greg and Assistant Database Treasurer Joyce prepared the invoices and Mike Gupton the accompanying letter appealing for additional contributions. Officers and Committee chairs assisted in editing the Directory Addenda. Secretary Cathy copied hundreds of

pages. Helping to assemble the mailing were Eva Madura and Jean Smart, Virginia Crouse, Judy Millsap and Sandi Silka.

Email: Nothing to report.

Newsletter: No report.

Website: As of February 9, 2010, the MALA Website is up to date. Linda Carter is willing to continue as MALA Webmaster for quite some time to come. She requests Board permission to transfer the MALA Website from Lake Country Online (no charge to MALA) where space has been limited to another server where she rents space for a nominal yearly fee (but no charge from her to MALA) where space would be unlimited and one other person, a Board member, would be authorized to post items directly. The MALA Website remains largely as Linda inherited it. The Website could use some editing. For instance, Honor Roll and Committee Appointments are duplicative. Proposed MALA rules and regulations that are now posted under Open Forum for lot-owner information and comment once they are finalized by the Board should be removed and posted under the Rules and Regulations tab.

Motion was made to change the website from Kerr Lake to Blue Host was seconded and carried without dissent. [Nola Adler volunteered to be the board member to assist Linda, and Martha Day said she would convey that to Linda.](#)

New Business: Foote property was discussed in the Architectural Committee's report.

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There being no further business, the meeting was adjourned at 9:25 p.m.

The next regular Board meeting will be held Tuesday, April 13, 2010 in the Clarksville Public Library at 7:00 p.m.

Respectfully submitted,

Cathy D'Amato, Secretary

Chris Henry, Assistant Secretary