

**NEPENTHE ASSOCIATION
BOARD OF DIRECTORS MEETING
August 2, 2017, 5:30 PM**

Nepenthe Clubhouse | 1131 Commons Drive | Sacramento, CA 95825

WELCOME

Thank you for attending. This is a business meeting, open to members of the Nepenthe Association and guests of the Board. The primary purpose of the meeting is to ensure that the Association is meeting its responsibility to maintain the property and to serve homeowners.

Two three-ring binders with supporting documentation for agenda items are available in the room for homeowner use. Please share them. The packets are always available in the office at least four days prior to Board meetings.

Please silence all electronic devices. These proceedings may be recorded to assist with the preparation of minutes. The Board appreciates your cooperation.

OPEN SESSION AGENDA

I. CALL TO ORDER

Present	Arrival	Board Member	Position	Departure
		Steve Huffman	President	
		Joan Haradon	Vice President	
		Linda Cook	Secretary	
		Christina George	Treasurer	
		Vacant	Member at Large	

II. ANNOUNCEMENTS

- a. **Executive Session Disclosure:** In accordance with Civil Code Section 4935(a), the Board met in Executive Session on July 28, 2017 and August 2, 2017 in order to consider matters relating to personnel matters, contract negotiations, legal matters and member discipline.
- b. **Board Announcements**
 - i. As the Board moves through the agenda, members may comment or ask questions about any agenda item during the two homeowner forums. Please address all comments or questions to the chair. The Board will be unable to accept comments or questions from the floor during its deliberations.

III. SPECIAL ORDER- UNFINISHED BUSINESS

- a. **Proposed Parking Rules** **Pages 8-10**
Letters from owners **Pages 11-45**

The Board of Directors reviewed the enclosed DRAFT Parking Rules at their July 5th Open Session. For reference purposes, the pertinent section of the CC&Rs is also enclosed. Civil Code 4360.a requires that associations provide the members with at least 30 days’ notice prior to adopting a rule change. The Board will not be taking any action on the proposed Parking Rules until the September 6th Open Session.

Many homeowners have provided written comments on the proposed parking rules. Their letters are enclosed in the packet.

Because so many members have indicated an interest in speaking to the Board on this matter, they will be invited to speak at this time. As this is a business meeting of the Board of Directors and not a Town Hall Forum, owners are requested to address all comments to the chair and be mindful of time to allow all interested parties an opportunity to speak.

Action required: Board discussion- no action at this time.

IV. COMMITTEE REPORTS

- a. Ad Hoc Committee on Lighting Page 46
- b. Ad Hoc Committee on Underground Utilities
- c. Architectural Review Committee Pages 47-50
- d. Finance Committee Page 51
- e. Grounds Committee Page 52
- f. Insurance, Legal and Safety Committee Pages 53-54
- g. Outreach Committee

V. MANAGEMENT REPORT Pages 55-57

VI. HOMEOWNER CORRESPONDENCE Page 58

VII. HOMEOWNER FORUM

In accordance with California Civil Code Section 4920(a), the Association must post or distribute the agenda for Regular Session Meetings no fewer than four (4) days prior to a Regular Session Meeting. During Homeowner Forum, items not included on the agenda that are raised by homeowners may be briefly responded to by the Board and/or Management; however, no action may occur with respect to that item unless it is deemed an emergency by the Board of Directors and developed after the agenda was posted and/or distributed. The Board of Directors may refer informational matters and direct administrative tasks to Management and/or contractors. Each homeowner will be given three (3) to five (5) minutes to speak in accordance with the Open Meeting Act, California Civil Code 4925(b), or a total of twenty (20) minutes will be granted for all to address the Board of Directors regarding items of interest or concern.

VIII. CONSENT CALENDAR In an effort to expedite the Board meetings, Management has placed several business items on a Consent Calendar. Please review the items prior to the meeting so that you may have your questions answered in advance. Action required: Board Resolution.

Proposed Resolution: The Board approves Consent Calendar items A to D as presented.

<i>Begin Consent Calendar</i>

- a. **Approval of Minutes July 5, 2017 Open Session..... Pages 59-64**
Proposed Resolution: The Open Session minutes dated July 5, 2017 are approved as presented.
- b. **Financial Statement: June 2017 Pages 65-76**
Proposed Resolution: The Board accepts the June 2017 interim financial reports and bank reconciliations as presented, subject to annual review. The reports reflects a positive year to date variance of \$117,746.55 and reserve funding of \$1,044,996.90 compared to the reserve funding budget of \$1,020,252. The reserves are funded through June 2017. The Association has \$421,294 in operating funds, which represents 1.51 months of budgeted expenses and reserve contributions. The Association has \$5,776,214 in reserve funds.

- c. **Lien Resolution**Page 77
 Per the enclosed Resolution dated July 14, 2017, Management is requesting authorization to place liens on the following accounts should the delinquent assessments not be paid within the time period established in the Intent-to-Lien letter.

Account Number	Past Due Amount
1973-01	\$938.00
2422-01	\$938.00

- d. **Architectural Applications** Pages 78-84
 The Architectural Review Committee met on July 11, 2017 to review the enclosed applications.

Proposed Resolution: The Board confirms the recommendations of the committee.

	Address	Application for	Recommendation
1	1318 Commons Drive	Trellis/Patio Cover	Approval
2	1009 Dunbarton Cir.	Window replacements	Approval
3	1575 University Ave.	Approved lighting fixture on front garage exterior.	Approval
4	1575 University Ave.	Approved lighting fixture on side garage exterior over walkway.	Approval
5	204 Dunbarton Cir.	Patio hardscape	Approval
6	1009 Dunbarton Cir.	Gas line and meter installation	Approval
7	328 Elmhurst Cir.	HVAC Replacement	Approval

End Consent Calendar

IX. NEW BUSINESS

- a. **Appoint Board Member**Page 85
 Homeowner Frank Loge, a member in good standing was approached by the Nominating Committee to consider serving on the Board of Directors. He has agreed to do so and has submitted the enclosed, completed Questionnaire for information purposes. He has also agreed to abide by Nepenthe’s Conflict of Interest Policy.

Action required: Board resolution

Proposed resolution: The Board hereby appoints Frank Loge to serve on the Board of Directors for the current term ending in May 2019.

- b. **Request for membership names and mailing addresses**Page 86
 Homeowner John Baker has submitted the enclosed request for the names and mailing addresses of the members of Nepenthe Association.

Following are excerpts of California Civil Code pertaining to requests of this nature:

Corporations are required to keep a record of its members, with their names and addresses. ([Corp. Code §8320\(a\)](#).)

Except for [telephone numbers](#) and [email addresses](#), members have the right to inspect and copy the association's membership list ([Civ. Code §5210](#)) except for those who chose to [opt-out](#) of the membership list. A membership list is defined to include the member's name, property address, mailing address. ([Civ. Code §5200\(a\)\(9\)](#).)

Copy Costs. Associations can bill the requesting member for the direct and actual cost of copying the membership list. Associations must first inform the member of the costs before copying the requested documents. ([Civ. Code §5205\(f\)](#).)

Deadline for Producing. The right to inspect is at [reasonable](#) times, upon five business days' written demand. ([Civ. Code §5210\(b\)](#).)

Purpose for Request. The member requesting the list shall state the purpose for the request, which purpose shall be reasonably related to the requester's interest as a member. If the board reasonably believes that the information in the list will be used for another purpose, it may deny the member access to the list. If the request is denied, in any subsequent action brought by the member the association will have the burden to prove that the member would have used the information for purposes unrelated to his interest as a member. ([Civ. Code §5225](#).) A corporation has the burden of proving that the member will allow use of the information for purposes unrelated to the person's interest as a member. ...Mere speculation that the member will use the information for an improper purpose is not sufficient to nullify inspection rights; any suspicion must be based on adequate facts in order to justify denial of inspection. ([Tract No. 7260 Association, Inc. v. Parker](#), internal cites deleted.)

Mailing Labels. Members do not have the right to demand that the association print the membership list as mailing labels nor do they have the right to demand that delinquent owners be identified on the list. Some associations keep their list in a form that can be used to print mailing labels and the association can but is not required to present the list in that form to an owner.

Corporate Asset. A membership list is a corporate asset. ([Corp. Code §8338\(a\)](#).) Without the consent of the board a membership list may not be:

- i. Used to solicit money or property unless such money or property will be used solely to solicit the vote of the members in an election to be held by their corporation.
- ii. Used for any purpose which the user does not reasonably and in good faith believe will benefit the corporation.
- iii. Used for any commercial purpose or purpose in competition with the corporation.
- iv. Sold to or purchased by any person.

Penalty for Misuse. Any person who misuses a membership list is liable for any damage caused by the misuse, including punitive damages for a fraudulent or malicious misuse. ([Corp. Code §8338\(b\)](#).)

Denial of Request. If a demand is made by a single member and the association believes the demand is for an improper purpose, the board may deny the member access to the list. ([Corp. Code §8330\(b\)\(1\).](#)) If the demand is made by an authorized number of members, and the board believes the demand is for an improper purpose, it can petition the court for an order setting aside the demand. ([Corp. Code §8331\(a\).](#))

Action required: Board resolution

Proposed resolution: The Board approves/denies Mr. Baker’s request for a copy of the membership list and mailing addresses.

- c. **Consider Revised Criteria for Gas Installations.....Page 87**
The Architectural Review Committee has revised the enclosed Criteria #14 for the installation of Gas Meters.

Action required: Board resolution

Proposed resolution: The Board adopts revised Criteria #14 prepared by the Architectural Review Committee and directs that it be incorporated into the existing Architectural Guidelines and Community Rules.

- d. **Discussion: Put the 2017 Landscape Contract to Bid? Pages 88-107**
GP Landscape has been in contract with Nepenthe since September 2012. The contract was last put out to bid in June 2015 and GP Landscape was the choice of the Board at that time. The grounds contract is the largest monthly contract that the association manages.

The Grounds Committee was asked to provide its recommendation on whether to put the contract to bid. They discussed the matter at their June 2017 meeting and made the recommendation in their minutes to maintain the current contract. They did find some performance shortcomings, specifically in the subject of reporting. To that end, they have formed a sub-committee to investigate the shortcomings and work with GP to improve the performance.

In response to the Board President’s letter in the last newsletter, a number of homeowners have submitted letters on this subject. They are enclosed here for review..... **Pages 108-110**

Action required: Board discussion and resolution.

Proposed resolution: The Board hereby agrees to solicit/not solicit bids for the monthly landscape monthly maintenance contract.

- e. **Discussion: Annual July or August Board Meeting Hiatus**
Would it be helpful for scheduling for the Board to agree to have no meeting one month of the summer months? It may help to schedule vacations knowing that there was at least one month free.
- f. **Make the August Jazz at the Pool Event Free to Nepenthe Residents**
The Jazz at the Pool events have been very well attended since they began in 2014. To ensure that the cost of the entertainment is covered, a small admission fee has been charged each time.

To thank the community for its support of these concerts and to celebrate three successful years of Jazz at the Pool, the organizers are asking the directors to consider waiving the fee for Nepenthe residents to attend the final 2017 concert scheduled for August 27th. All other attendees will still pay for a ticket.

Excess funds from the previous concerts have been deposited to the Association's operating account and used to fund other community events. Most of the associated expenses for the concerts- entertainment and paper supplies have been paid from cash ticket sales. Wine has been donated by association vendors and local businesses. The cash surplus and checks deposited into the operating fund since the first concert equals \$4,370. That money plus the \$100 monthly budget that comes from homeowner assessments has funded winter holiday parties, Cinco de Mayo events, appreciation luncheons for the volunteers and the grounds crews, community town halls and the homeowner education events.

Action required: Board resolution

Proposed resolution: The Board agrees to hold the August 27, 2017 Jazz at the Pool event at no cost to Nepenthe residents. All other attendees will pay the usual ticket price. The Association will pay the cost of the entertainment and décor from the operating fund GL code 18003 Community Events which will be supplemented by the ticket sales for the event.

g. **Proposal for Address Sign for Nepenthe Clubhouse Pages 111-114**

Some months ago, homeowner Diana Vizzard requested that the Board consider the installation of a sign on the Commons side of the clubhouse to identify it to visitors. The manager has obtained a proposal from Capital City Signs for a sign to be mounted on the clubhouse wall and also for a monument similar to ones at the entries of Dunbarton and Elmhurst Circles that would be placed in the turf area parallel to Commons Drive. The enclosed sign proposal shows some examples of what the new sign will look like.

Action required: Board discussion and possible resolution.

Proposed resolution: The Board approves the purchase and installation of the sign OR monument for the identification of the Nepenthe clubhouse for a fee not to exceed \$ _____ payable from Reserves for Clubhouse Improvements.

h. **Proposals for Tree Maintenance Work..... Pages 115-118**

Arborist Paul Dubois of The Grove Total Tree Care walked the property on June 27, 2017 accompanied by General Manager Betsi Ledesma. The purpose of the walk was to inspect trees identified by residents, Grounds Committee members and management as potentially failing and/or hazardous and to complete an overview inspection of the trees in Zones 3. His report was provided to the Grounds Committee who reviewed the report and proposals at their July 13, 2017 meeting. The Grounds Committee voted to recommend Board approval of the attached proposals.

Action required: Board resolution.

Proposed resolution: The Board approves the removals and specific tree pruning as proposed by Grove Total Tree Care for the amount of \$15,280, payable from Reserves which has a remaining 2017 allocation for tree work of \$70K +/-.

Proposed resolution: The Board approves the proposal from TurfPro (A division of Carson Industries, also the owner of The Grove Total Tree Care) for a series of deep root Redwood watering injections for \$1,500, payable from Reserves which has a remaining 2017 allocation for tree work of \$70K +/-.

X. HOMEOWNER FORUM

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XI. NEXT MEETING: Wednesday, September 6, 2017 at 5:30 pm in the Nepenthe clubhouse

XII. ADJOURN



NEPENTHE ASSOCIATION

1131 Commons Drive, Sacramento, CA 95825

916.929.8380 FAX: 916.929.1773

nepenthe@fsresidential.com

DRAFT PARKING ENFORCEMENT RULES

(1) Purpose

These rules seek to further clarify Sections 3.3 (a-d) of the CC&Rs. The purpose of these rules is to control parking in Nepenthe which can have a direct and detrimental effect on the character of the neighborhood. As such, the Nepenthe Board of Directors finds that, in order to accommodate the parking needs of residents while protecting the interests of the homeowners, specifically, parking availability for guests and enhanced property values, rules are desirable and necessary for parking in the community.

(2) Authority

Nepenthe's CC&Rs' Section 6.6(a)(ii)(E) provides the Board with the authority to adopt rules consistent with the CC&Rs relating to the conduct of owners and their families, tenants, guests and invitees within the Development.

(3) Goals

Goals in adopting these rules include the following:

- a. Preserving neighborhood character, public health, safety and welfare and property values.
- b. Allowing all residents a reasonable use of and opportunity to enjoy their property.
- c. Minimizing the nuisances and the adverse effects of on-street vehicle parking.
- d. Provide clarity around parking enforcement for all parties concerned.

(4) Parking Standards

- a. Overnight street parking by owners and residents is prohibited.
- b. Garages are not to be used in any way that will preclude a resident from parking their authorized vehicle(s) within the garage. Garages shall not be converted to living quarters or workshops. Authorized vehicles are standard passenger vehicles and trucks that do not exceed Class 4 trucks as defined by the Department of Transportation Federal Highway Administration, and exclude the vehicles that are prohibited in (j) below.
- c. Residents who wish to request a variance from the street parking rules may apply to the Board of Directors in writing. Consideration will be given to vehicle size and the number of licensed drivers at the residence. Any such variance granted will apply only as long as the situation exists or until the resident moves out of the development, whichever occurs first.
- d. Overnight street parking of guests requires a permit from the Association. Permits are available at 1131 Commons Drive during business hours. After business hours, owners may call the courtesy patrol service to inform of guest vehicles.
- e. Daytime parking on Commons south of Swarthmore, University and Vanderbilt is monitored by the City of Sacramento. To park for more than two hours, a J-Permit must be obtained through the City. The J- Permit can be provided to guests that will be



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visiting for longer than two hours and parking in those areas.

- f. There are no time limits for daytime parking on American River Drive, Colby Court, Adelphi Court and Swarthmore Drive.
- g. No vehicle shall be parked or left in the alleyways or on the common driveways behind the Residences, except for the active and immediate loading and unloading of the vehicle. Service contractors may not leave or park their vehicles in the common driveways or alleyways without the express written consent of the Board or its authorized property manager.
- h. All vehicles parked within the Development shall have a license plate and exterior evidence of valid California vehicle registration. No emission of unreasonable levels of exhaust fumes and/or noise shall be permitted.
- i. Parking, keeping and/or storage of dilapidated, non-operational and/or disabled vehicles is not permitted within the Development.
- j. Except in areas designated by the Association or with the express written consent of the Board or its authorized property manager, The following types of vehicles shall be prohibited:
 - Trailers of any kind
 - Vehicles larger than a medium duty pickup truck
 - Mobile homes
 - Campers
 - Boats
 - Recreational vehicles
 - ATVs or similar vehicles
 - Commercial vehicles

(5) Enforcement

- a. Management will monitor parking with assistance from the contracted security patrol.
- b. Vehicles parked in violation of these rules will be ticketed. The ticket will inform the owner of the vehicle of the specific nature of the violation and will provide contact information for management.
- c. Upon the issuance of three valid tickets for the same offense, the owner of the unit to whom the vehicle is attached will be called to a hearing with the Board of Directors to discuss their non-compliance.
- d. The Board may elect to do as follows: assess a Special Individual Assessment against the unit owner to whom the vehicle is attached for the costs that the Association incurs in compelling the owner to comply; impose a minimum \$100.00 fine per ticketed violation; suspend the right to vote; suspend the use the recreational common facilities; tow from common area and private streets; request mediation; and/or proceed with litigation.
- e. Violations of the City ordinances will be reported to the parking enforcement division of the City of Sacramento.

Below are the **current** regulations regarding parking as provided in the CC&Rs. Enforcement of association regulations is covered in the CC&Rs, Article XVI. Interested parties may read the CC&Rs at any time in the Clubhouse library or online at www.NepentheHOA.com.

Nepenthe Association Third Amended and Restated CC&Rs Article III, Section 3.3. Parking and Vehicle Restrictions; Use of Private Streets

As long as applicable ordinances and laws are complied with, including but not limited to California Vehicle Code Section 22658 or comparable superseding statute, the Association may cause the removal of any vehicle anywhere within the Development which is in violation of the Association's vehicle and parking restrictions. No portion of the Development may be used for the repair, construction, reconstruction and/or maintenance of any vehicle.

(a) Parking Restrictions

Except within areas designated by the Association, there shall be no parking, keeping and/or storage outside of garages within the Development or streets, of trailers of any kind, vehicles and trucks larger than a medium duty, Class 4 truck as defined by the Department of Transportation Federal Highway Administration, mobile homes, non-operational vehicles, golf carts and/or recreational vehicles, including motorhomes, trailers, campers, boats or similar vehicles. No vehicle shall be parked or left in the alleyways or on the common driveways behind the Residences, except for the active and immediate loading and unloading of the vehicle. Service contractors may not leave or park their service vehicle(s) in the common driveways or alleyways without the express written consent of the Board or its authorized property manager.

Garages are to be used for the parking of standard passenger vehicles and trucks not to exceed Class 4 trucks as defined by the Department of Transportation Federal Highway Administration and shall not be converted to living quarters or workshops or used for the storage of boats, campers, or recreational vehicles which will preclude the parking of Owner's authorized vehicles within the garage. Personal property other than authorized vehicles shall not be stored in garages, if such storage will result in the parking of vehicles on streets the Development without a parking permit issued by the City of Sacramento or by the Association.

(b) Guest parking

Designated guest parking areas within the Common Areas are to remain open for use by guests only and are not to be used by Owners or other residents, either permanently or temporarily, for the parking of any vehicles, boats, or trailers.

(c) Non-operational vehicles

All vehicles parked within the Development shall have a license plate and exterior evidence of valid California vehicle registration. No emission of unreasonable levels of exhaust fumes and/or noise and/or the parking, keeping and/or storage of dilapidated, non-operational and/or disabled vehicles shall be permitted within the Development.

(d) Towing

The Association shall have the authority to tow, at the Owner's expense, any vehicle parked or stored in violation of this Section. The Association shall post such notices or signs within the Common Area as may be required by law to effectuate this towing provision.

Crystle Rhine

From: Nepenthe <admin@nepenthehoa.com>
Sent: Wednesday, July 26, 2017 10:39 AM
To: Crystle Rhine
Subject: Nepenthe Website Form Submission: Contact Form
Attachments: ninja-forms-submission.csv

First Name: Leigh
Last Name: Jansen
Email: leighjansen6@gmail.com
PhoneNumber: (916) 346-9756
ContactPreference: Email
Subject: Other
RE: Parking
Hello,

Message: I'm against the new parking vote simply because my truck doesn't fit in my garage. It's the only vehicle I have and getting rid of it makes no sense because of this.

Thanks

Crystle Rhine

From: Joe Sullivan <jmscpainc@gmail.com>
Sent: Wednesday, July 26, 2017 3:05 PM
To: CA - Nepenthe HOA
Subject: Overnight parking rules

Dear Directors:

It is arrogant and divisive to do by fiat what you failed to do by election of the owners.

Special elections are a waste of time and money.

This matter should come before the owners on the next ballot for election of directors. Each director and each candidate should be on record as supporting or opposing the new rule.

If this is a good idea, a majority of members will support it. The board and committees should make the effort required to explain why it is a good idea. If a majority is not convinced, then you have no business making the change.

802 Elmhurst.

Thank you,

--

Joseph M Sullivan CPA
916.922.9594 (office)
916.849.7698 (cell)
949 University Ave Ste 100
Sacramento, CA 95825

Bettsi Ledesma

From: joanh3860@gmail.com
Sent: Wednesday, July 05, 2017 6:05 AM
To: Bettsi Ledesma
Subject: Fwd: proposed parking rules

Sent from my iPad

Begin forwarded message:

From: Christina George <cjadot@me.com>
Date: July 4, 2017 at 10:47:31 PM PDT
To: Joan Haradon <joanh3860@gmail.com>
Subject: Fwd: proposed parking rules

For your consideration before the executive session tomorrow.

Begin forwarded message:

From: John Baker <john.a.baker.jr@gmail.com>
Subject: proposed parking rules
Date: July 4, 2017 at 8:35:22 PM PDT
To: Linda <linda_cook@att.net>, Christina George <cjadot@me.com>

Hi Linda, Christina

I just reviewed the parking rules that Bettsi send out yesterday. Frankly, it's upsetting to see such draconian enforcement provisions. Additionally, the process for their adoption is suspect given the recent failure of the CC&R amendment.

It appears that the proposed rules were drafted prior to the failure of and in anticipation of the CC&R amendment passing. Why else would they be ready for issuance the day after the Board elected not to again extend the voting period? The 30 day comment period, as of tomorrow, will have been reduced to 25 days.

Further, while the proposed CC&R amendment was mailed to all Owners, the rules were only sent out by e-blast. Clearly, many Owners do not read their emails from Nepenthe and likely will be unaware of the proposed rules. Also, given the availability of the rules so soon after failure of the amendment, one has to ask; "why did we spend all the time and money with a vote on the amendment in the first place?"

23% of all Owners were against the CC&R amendment, while fully 34% of those who DID vote were opposed. As the Board President noted in the meeting on

June 29, many Owners who did not vote (approximately 200) were likely NO votes.

While I recognize the sensitivity of the parking situation, the Board's approach to issuing the new rules is questionable and the proposed enforcement measures are extremely severe and unwarranted.

It would be my recommendation that the proposed rules be mailed to each Owner to insure as much input as possible. Also, the comment period should be extended to 60 days rather than 30. Lastly, the severity of the enforcement provisions need to be revisited, especially taking into account any comments that may be received in their regard.

As an aside, I only have one car and park it in my garage. My comments are not based on my personal situation.

Thanks for listening.

John

Crystle Rhine

From: Ray Baldock <baldockr@comcast.net>
Sent: Saturday, July 08, 2017 6:48 PM
To: Betsi Ledesma; CA - Nepenthe HOA
Cc: 'Steve Huffman'
Subject: Nepenthe Newsletter - Parking Issue

First to Betsi, thank you for your contribution to the July newsletter. It was a very informative history of the parking issue and framed it in a brand new way for me.

And to the board at large, while this undoubtedly was well known to the board, and perhaps others attending physical meetings, I'm afraid it did not make it through the ether to those of us relying on electronic communications. That context is extremely important and helps frame the issue in a new way, at least for me.

As I mentioned to Steve in a phone call, I have always been sympathetic to the plight of HOA boards as I too am an HOA board president. I understand the difficulty and cost involved in getting changes made to CC&R's.

It's easy to be a Monday morning quarterback, but perhaps the following comments might be useful.

The written communications, ppt and documents focused on "everyone" and forcing people to use their garages rather than focusing on the big issue which begins with the private streets. I'm open to being wrong, but I do not recall an overt discussion of allowing overnight parking on the private streets to uncrowd the areas around them. Instead the gist of the communication was focused on everyone needing to park in their garages to uncrowd the streets (in general). There was also the reticence to define the "rules" and "exception process" that would allow overnight parking only where it could be justified in as yet, undefined rules.

I for one have not noticed the problem as a big one on my street, but have seen it at the end of Vanderbilt Ct. (only), but not on Vanderbilt itself. The ideas of applying for an exception is also an onerous one for most people and enforcement is another issue that may come with an added cost. Our HOA fees are already very high and I for one do not want anything that adds to that cost.

Perhaps I am missing something, but wouldn't the allowance for parking on private streets, for those residents only, solve a big part of the problem? Thus those residents only would have to have stickers or some other means of identification and not impose new restrictions on everyone for what they can and can't do with their garage. That was probably the big issue that many residents had trouble with. For some it is their hobby space, for others it seems like "the man" is coming down on them to tell them what they should and should not do with the property they have title to.

Perhaps a new focus on just the issue of private streets might yield a different outcome.

I hope this is helpful and taken in the way it is intended.

Ray Baldock

📞 [530-263-1107](tel:530-263-1107) mobile
💻 [ray.baldock](skype:ray.baldock) skype
✉️ baldockr@comcast.net

Crystle Rhine

From: Ray Baldock <baldockr@comcast.net>
Sent: Wednesday, July 26, 2017 9:00 PM
To: CA - Nepenthe HOA
Subject: For the board meeting packet- Comments regarding the Proposed Parking Rules

Betsi – please include this in the board packet for the upcoming meeting.

To: Nepenthe HOA Board Members

Comments Regarding the Proposed Parking Rules

First let me thank you for the time and effort you all put forth on our behalf to administer the association. I know it's not easy – I also run one with its own share of drama. I have studied all the materials distributed and heard comments on both sides of the parking issue. I have endeavored to put myself in your shoes and have a balanced view.

I am firmly opposed to the proposed changes to the association rules regarding parking and believe the board should redefine the scope of its effort. I believe the “solution” is trying to address a “problem” many times larger than has been described.

1. Homeowners have the right to manage the interior of their own property including how they use their garage, as long as it is within the law. Use of a garage is not an HOA issue and never has been.

I believe that any action to control usage of the garages threatens to devalue our properties.

2. The purported parking problem is, by most accounts, isolated to several hot spots in the development. Even among those in favor of the CC&R changes I have not seen any one cite this as a development wide problem.

The HOA should not attempt to supplement or over-ride local ordinances that already controlling parking on public streets.

Instead, I hope that the board with refocus their efforts to working with the city to (i) enforce current parking restrictions, (ii) to post no parking signs, paint curbs red etc where parking creates either an access problem for emergency vehicles or potential risk to property or vehicles due to overcrowding that is occurring on the circles adjacent to the ends of the private streets.

3. Last, I am also firmly opposed to spending any HOA funds on legal opinion or defense to affirm the position the board is proposing regarding use of garages or the extent to which an HOA can control parking on public streets.

I hope the board will accept that many of the non-voters in the last ballot simply do not care to lend any support to change the status quo and thus would be equally opposed to any attempt to enforce similar changes through adoption of new association rules.

Respectfully,

Ray Baldock
1095 Vanderbilt Way

Crystle Rhine

From: Beard, Doris M <beard@csus.edu>
Sent: Monday, July 10, 2017 10:13 AM
To: CA - Nepenthe HOA
Subject: Proposed parking rules

I moved to Nepenthe in 1976. Since that time, the CC&Rs have been revised several times, each time being approved by the majority of the residents. The recent proposal to make the parking regulations MUCH MORE restrictive was NOT approved by a majority of residents, even after an effort by proponents of restricting our freedoms resulted in extending the voting period. So why is the Board so insistent on approving those restrictive rules??? Obviously, either a majority is NOT in favor of those rules or there is a portion of residents who believe this is not an important issue. I, for one, think public streets rules should be governed by the city, not by the Association. I expressed this twice in response to the questionnaires that were sent to residents. It sounds to me as if the Board and the Manager have an agenda that is not in line with the majority of residents' wishes. I consider that very heavy handed. We do not need such a restrictive parking policy! It is already a huge inconvenience to have a two hour restriction on daytime parking for guests.

Even if the proposed Association rules were reasonable, enforcement of them would require too many Association resources that could be used in ways that would benefit the community. Enforcement of these rules would likely become very arbitrary. For instance, who would make decisions about such things as who would get exceptions to the rules or what constitutes too much vehicle emissions or who determines a vehicle is "dilapidated"? Why are certain streets excepted from time limits on daytime parking and others not? Who would ticket violators and decide the amount of the fine?

Those rules are just too restrictive and there is no valid reason to make life in this community more difficult and unpleasant. I DO park my car in my garage, but I find it offensive and undemocratic to have rules that make parking on the public streets in this community more restrictive than it is on other public streets in the city.

Doris Beard Prout

Crystle Rhine

From: Matthew Bray <matthewtbray@yahoo.com>
Sent: Monday, July 24, 2017 3:28 PM
To: CA - Nepenthe HOA
Subject: Proposed Parking Rules for Public Streets

Dear Nepenthe Board and Management,

I strongly oppose the proposed new parking regulations for the following reasons:

A. The law is neither established nor settled as to whether California HOAs can legally enforce parking rules on publicly-owned streets. As one lawyer put it: there is nothing **stopping** HOAs from doing this and there is nothing **allowing** HOAs to do this.

We open ourselves to potentially large legal fees if Nepenthe attempts to enforce parking on public streets. I do not like being in the position of being a legal pioneer--that can be a very costly thing to be. I do not want my HOA fees to rise so that Nepenthe can enforce and legally defend the proposed parking rules (and pay out settlements if they are wrong...).

B. I and other homeowners pay Sacramento County taxes. Why would a resident's right to park on a Nepenthe public street be considerably more restricted than that of a non-resident?

A key tenet of parking law is that the rules/laws need to be reasonable. Private enforcement on public streets not contracted by the relevant public agency is not reasonable because of jurisdictional authority. It also makes Nepenthe second-class citizens in their own city (i.e., we cannot park on public streets based on HOA rules, not city rules).

C. These proposed rules were defeated: a majority of homeowners did not endorse these rules. Why did we bother voting if our votes meant nothing? There is no homeowner mandate for these rules, period.

Respectfully,

Matthew Bray
2270 Swarthmore Drive
(862) 216-3492

July 23, 2017

Board of Directors
Nepenthe Homeowners Association
1131 Commons Drive
Sacramento, CA 95825

Dear Members of the Board:

I appreciate that each of you spend countless unpaid hours working to improve our community. This is the first time in the 12 years that I have lived in Nepenthe that I have disagreed so vehemently with your actions – specifically the proposed parking rules -- that I must write.

As a resident on University Avenue, your proposed rules would allow anyone else in the world to park overnight in front of my house except me. This is an unreasonable limitation of my right to use and enjoy my property.

I do not believe that the Homeowners Association has the authority or the jurisdiction to change parking rules on a public street managed by the City of Sacramento.

Nepenthe homeowners had the opportunity to approve proposed changes to the CC&R's and a majority failed to do so. That should have been the end of it.

I suggest that the Nepenthe Homeowners Association would be wiser to develop a partnership with the City of Sacramento to enforce current regulations on public streets.

Sincerely,

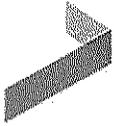


Margaret Clausen
1527 University Avenue
Sacramento, CA 95825
margaretmclausen@gmail.com

Bettsi Ledesma

From: CA - Nepenthe HOA
Sent: Wednesday, July 05, 2017 8:58 AM
To: 'Bill Endicott'
Subject: RE: parking

Thank you so much for the email, Bill. I will make sure the directors receive a copy.



FirstService
RESIDENTIAL

Bettsi Ledesma, CMCA
General Manager
Nepenthe Association
1131 Commons Drive, Sacramento, CA 95825
916.929.8380
Email: bettsi.ledesma@fsresidential.com
www.NepentheHOA.com

2016 Management Company of the Year – CAI California North Chapter

From: Bill Endicott [mailto:wendicott01@gmail.com]
Sent: Monday, July 03, 2017 10:06 AM
To: CA - Nepenthe HOA <Nepenthe.HOA@fsresidential.com>
Subject: parking

Totally in favor of proposed parking regulations. Good work. Bill Endicott, 1065 Vanderbilt

Bettsi Ledesma

From: CA - Nepenthe HOA
Sent: Wednesday, July 05, 2017 8:58 AM
To: 'Deborah Grutzmacher'
Subject: RE: Parking Enforcement

Thank you so much, Deborah. I will make sure the directors see your email. Just so you're aware, we already enforce the parking on Elmhurst in regards to students. We have a special citation notice we put on those cars informing them that they are parking on private property and are in danger of being towed. Anytime you see what appears to be a student parking on Elmhurst, please call or shoot me an email at bettsi.ledesma@fsresidential.com and I'll have Roger ticket it.

Kind regards,

Bettsi Ledesma, CMCA
General Manager
Nepenthe Association
1131 Commons Drive, Sacramento, CA 95825
916.929.8380
Email: bettsi.ledesma@fsresidential.com
www.NepentheHOA.com
2016 Management Company of the Year – CAI California North Chapter

-----Original Message-----

From: Deborah Grutzmacher [<mailto:debgrutzmacher@icloud.com>]
Sent: Monday, July 03, 2017 5:09 PM
To: CA - Nepenthe HOA <Nepenthe.HOA@fsresidential.com>
Subject: Parking Enforcement

To Nepenthe Board of Directors,

We are writing to say we support the proposed Parking Enforcement Rules. I feel we here on Elmhurst Circle have had an issue with students parking here all day. I see the student aged individuals get out of their car, sling a backpack over their shoulder, and head for the Guy West Bridge.

When we purchased our unit in 1990, the enrollment at CSUS was approximately 18,000. I believe last year's enrollment was 32,000 and add 3,000 to that total if you include faculty and staff. There are 13,000 on campus parking spaces. The university has addressed transportation, housing and parking in their Master Plan as put forth on their website. But it also calls for a new 1200 seat Performing Arts Center and a 10,000 seat arena. Also, to encourage carpooling, it has plans to increase student parking permit fees. While I believe the university is an integral part of our larger community, I think we need to take measures to make sure we are not their default parking area.

Thank you for your time and effort in this matter.

Debbie and Richard Grutzmacher

Richard D. Grutzmacher, M.D.
Cornea, Cataract and Laser Vision Correction

Richard A. Lewis, M.D.
Glaucoma and Cataract

Patricia B. Sierra, M.D.
Cornea, Cataract and Laser Vision Correction

Monica C. Robinson, O.D.
Primary Eye Care

Nepenthe Association Board

1131 Commons Drive

Sacramento, CA 95825

July 25, 2017

Dear Nepenthe Board,

We are writing this letter in opposition to the proposed changes in parking rules involving the Nepenthe Association. Specifically, we oppose any possible change in overnight parking allowance on private streets within Nepenthe.

In the May 2017 Nepenthe Association News, President Steve Huffman suggested "granting exceptions" to a greater parking area would relieve overall congestion. We strongly disagree and feel this would lead to:

1. Greater overall overnight parking use in Nepenthe, simply more cars parking overnight.
2. Increased use of parking by Sacramento State University students and staff.
3. Reduced home values in areas of Nepenthe with private streets and presently restricted overnight parking.

We believe changes of this nature and significance require a valid vote of the community affected and should not be changed by a smaller group, including the Nepenthe Board.

Thank you for your consideration.

Sincerely,



Richard and Deborah Grutzmacher

219 Elmhurst Circle

Crystle Rhine

From: bonnie jacobson <bonkat@sbcglobal.net>
Sent: Friday, July 07, 2017 10:43 PM
To: CA - Nepenthe HOA
Subject: Parking Rules amendment

Dear Bettsi,

Thank you for all of your hard work and efforts to resolve the parking issue. From the passion I see on Nextdoor-Nepenthe in opposition to changing the status quo, I can only imagine the heated tempers you may have faced over this.

I live on Swarthmore, and I am one of those homeowners you describe who often looks out at a parking lot from my living room window. Several months ago, some of my neighbors placed warning flyers on cars that park overnight and miraculously, many vehicles that had been there for YEARS have disappeared. After 11 years, I've been able to see a few trees instead of SUVs and my guests have had more room for parking.

So, I have been in support of enforcing the same rules on public streets that apply to private streets. However, now that I've read the rigid rules for private streets, I have major concerns. I see that I would not be allowed to park overnight on my own street without approval from management. I rent 1/2 of my garage to a neighbor who has 3 cars, so this leaves me with one garage space which is usually sufficient for me.

There have been occasions, however, when I've parked overnight in front of my home because I needed my garage for other purposes. (ie: some newly painted furniture is drying, I'm assembling something, I'm organizing the garage, I've misplaced my garage door opener) It seems extreme that I would need to contact the office or security for these occasional times. And of utmost concern is that I will receive a ticket of at least \$100 if I don't! Even a warning notice would be more reasonable than this.

I'm also concerned about the requirement for any guest to have prior approval. There have been many times over the years when a guest decides later in the evening to spend the night and I have accommodated them. According to the private street rules, I would need to call security during the exact hours they patrol or my guest could be ticketed. I would propose that residents get approval for guests who are staying beyond 2 or 3 nights.

In the above examples, I believe I am exercising reasonable use of my property and respecting community rules. I am now wondering if those strongly opposed to the CCR amendment are opposing the overall rigidity of Nepenthe's parking rules. They have probably gotten around this by moving their cars to our public streets--even for infrequent parking needs. If the Board decides to equalize the parking rules, I propose they extend the 'grace' periods prior to ticketing, so residents can be allowed some flexibility when short-term situations occur.

So, I obviously have mixed feelings about the issue. While I think all residents should adhere to the same rules, I'm asking you to reconsider how overly strict these rules can be.

Thank you for considering my comments,

Bonnie Jacobson

This email has been checked for viruses by Avast antivirus software.

<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.avast.com%2Fantivirus&data=02%7C01%7C Nepenthe.HOA%40fsresidential.com%7Cad33c32930bb4974a1cd08d4c5c42ccb%7C82dc41969dae4650955505bccddbfd>

01%7C1%7C0%7C636350893738243772&sdata=yUFGoJksgrasv%2Flw%2Fm0iBlwIazr3HnglUa7gLzUnC2M%3D&reserved=0

Crystle Rhine

From: bonnie jacobson <bonkat@sbcglobal.net>
Sent: Saturday, July 08, 2017 9:20 PM
To: CA - Nepenthe HOA
Subject: Nepenthe parking rules

Bettsi,

I'd like to give a bit more input about the parking rules. Tonight, as I walked around the Campus Commons, I wondered how other villages deal with the parking issue.

First, before leaving Nepenthe's village, I noticed that the Elmhurst cul-de-sac has a very long red zone painted on each side of the fire hydrant which prohibits anyone from parking in approximately half of the cul-de-sac. We have a fire hydrant in Swarthmore's cul-de-sac with no red zone. I noticed this is also the case with fire hydrants on Commons Drive--there are no accompanying red zones. These are all Nepenthe areas, so I don't understand the discrepancy. If we could get the City to paint these red zones--similar to Elmhurst-- no one would be allowed to park in those areas and that part of the problem would be solved.

Then, I noticed there are no cars in cul-de-sacs on Hartnell. I wondered how they address the problem.

The proposed parking rules seem punitive toward residents. But, could we hear how other Campus Commons villages deal with this issue, so we could compare our circumstances to theirs?

thanks,

Bonnie Jacobson,

Swarthmore Drive.

This email has been checked for viruses by Avast antivirus software.

<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.avast.com%2Fantivirus&data=02%7C01%7C%7C457f6fcc329943da97c508d4c681ce46%7C82dc41969dae4650955505bccddbdf01%7C1%7C0%7C636351708193003219&sdata=POVj6xCrgelheE483Id9RyCGqoKLX%2BVf%2B6SL%2BVcJcH4%3D&reserved=0>

Crystle Rhine

From: Nepenthe <admin@nepenthehoa.com>
Sent: Monday, July 24, 2017 2:52 PM
To: Crystle Rhine
Subject: Nepenthe Website Form Submission: Contact Form
Attachments: ninja-forms-submission.csv

First Name: Richard
Last Name: Johnson
Email: johnson_dick@comcast.net
PhoneNumber: (916) 922-1778
ContactPreference: Email
Subject: Other

Message: I concur with the proposed parking rules that are under consideration by the Boar
Richard Johnson
2322 Swarthmore Dr.

Bettsi Ledesma

From: Vinnie <pete.kieffer@att.net>
Sent: Saturday, July 08, 2017 2:10 PM
To: Bettsi Ledesma
Subject: Proposed Parking Restrictions

I'm totally opposed to "the Association" taking it upon themselves to create or enforce "private" parking rules on "public" streets. I am equally opposed to any attempt by the Association to claim any jurisdiction over my garage or its contents.

It seems to me that our whenever our Board is faced with a situation which could best be addressed by a common sense approach, there is a tendency to defer judgment to lawyers. The result is consistently ambiguous nonsense and an even deeper morass than we might have had if the Board had exercised a modicum of common sense in the first place, and stood on its own ten feet. Is our Association being run by a bunch of conflicted lawyers that the Board is finding it convenient to hide behind? This needs to stop. DTS!

The use of attorneys does not relieve the Board of its responsibility to wisely serve the common interests of our community. We, as private citizens, should not have to hire yet another set of lawyers to further muddy any situation. But we the people have stood up and have been counted, through the votes on the ill-conceived ballot measure to change the CCR parking rules. Counting "no-votes," all assumed to have been purposeful, the measure was soundly defeated in spite of board attempts to coerce or otherwise influence "non-voters." Now the Board is trying to pretend that the measure carried - but with less than a "mandate". Let's stop this overreach! Stop this foolishness. This is not Venezuela! Remember, the Board, not its attorneys, is liable to us.

Our "public" streets are owned by the City of Sacramento. The City of Sacramento is responsible for enforcing City parking codes on those streets. It seems they are not doing a very good job of it. Do you think our Association can do any better by itself, without jurisdiction? Our Board should rather be working in close liaison with City authorities to assure codes are conspicuously enforced throughout our community.

Consider a couple of simple, common sense measures which, if enforced by the City, could make a big difference beyond that which might be achieved by the Association's creating a whole new level of unenforceable rules:

- Install / Replace signage on Swarthmore, Vanderbilt, and Commons Drive Circles / Cul-de-sacs with "24 hour", and/or "No Parking" restricted parking signs.
- Paint curbs red to define fire hydrant "no parking" zones.

In any case, STAY OUT OF MY GARAGE!

Lastly, I totally agree that the staff of First Service Corp, our manager, should conspicuously refrain from offering any opinions, positions, or advice on unsettled issues potentially impacting or influencing Association policy or practices.

PETE KIEFFER
916-214-2989

Crystle Rhine

From: Nepenthe <admin@nepenthehoa.com>
Sent: Monday, July 24, 2017 11:09 AM
To: Crystle Rhine
Subject: Nepenthe Website Form Submission: Contact Form
Attachments: ninja-forms-submission.csv

First Name: James
Last Name: King
Email: jim.king@cbre.com
PhoneNumber: (916) 996-1755
ContactPreference: Email
Subject: Board Meetings

Message: Please add my voice to those opposed to the proposed parking rule changes. In particular, I object to the HOA attempting to assert control over the City streets-which already have a permit process in place. I do support asking the City to be diligent in enforcing their rules.

Bettsi Ledesma

From: Frank Loge <fjloge@outlook.com>
Sent: Saturday, July 08, 2017 10:48 AM
To: Bettsi Ledesma
Cc: 'Sherrie Loge (seloge@outlook.com)'
Subject: Frank Loge Here

Importance: High

Well, I just finished my landscape comments and am now on a roll. I must comment on the parking issues. Wow, Next-door Neighbors site is full of negative comments. The silent majority needs to speak up (Glad I don't have your job. Oh, I digress).

It is clear that the majority of Nepenthe residents want parking changes. The overwhelming number of voters that wanted parking changes is only one example. The notion that because the CC&R vote did not pass because the total vote count was not adequate is reason to not have parking rules changed is to simply ignore this fact.

So the minority vocal group is upon us. Well, I hope we rise above this fracas and do the right thing which is to improve Nepenthe's control over parking. Gosh, someone has lost sight of the fact that a few fellow Nepenthians not following existing parking guidelines, have brought us to this point. I hope the board sees through the smoke and noise and does the right thing. Regards. Frank

Bettsi Ledesma

From: davmadd@comcast.net
Sent: Tuesday, July 11, 2017 2:56 PM
To: steve@huffmanstrategy.com; vizzardw@gmail.com; linda; joanh3860@gmail.com; Bettsi Ledesma
Subject: Parking on Elmhurst Circle and Dunbarton

I read, with great concern, the comments of the Manager on this subject. I live at 600 Elmhurst Circle and my home faces the street. I have lived at this location since 1997. Until recently the residents of Elmhurst Circle and Dunbarton paid an extra monthly fee for street maintenance since these are not city streets. Most of us chose to purchase a home on these streets because of their unique character.

The parking rules on these two streets have been clear. Anyone could park on one side of these narrow roads without a J tag and without any connection to any home there for 20 hours per day. No parking is allowed between 2am and 6am unless a short term pass is issued by Nepenthe. This provision was meant to accommodate guests.

The original C C and R's Article V11, Sections 18, 22 and 23 were clear that residents should not park on the street. Each home has a two car garage for that purpose. The street parking (one side only) was to remain open for guests.

These rules have been in place for 40 years. They were devised to accommodate guests and the narrow streets which do not have sidewalks. Residents who wish to own more than two garage sized vehicles or who possess oversized vehicles need to make other arrangements for parking them. Increased parking needs of some residents due to their personal situations should not dictate a major change in established rules which have a direct impact on the character and safety of the community.

Should overnight parking be allowed for anyone, any time, we will have lost our neighborhood forever. Please seriously consider these points. The impact on the value and unique nature of Nepenthe could be devastating.

David Madden
600 Elmhurst Circle
916 927 4252

Crystle Rhine

From: Judy McElroy <leoandjudy73@gmail.com>
Sent: Thursday, July 27, 2017 2:13 PM
To: Crystle Rhine
Subject: Fwd: Street and Parking regulation

Apparently we have the wrong address to send messages to the Board. Will you please forward this to them?

Thanks!

Judy McElroy

Begin forwarded message:

From: Leo McElroy <mcelcom1@att.net>
Subject: Street and Parking regulation
Date: July 27, 2017 at 10:51:15 AM PDT
To: nepenthehoa@fsresidential.com

While I think there has been a sincere attempt to deal with an increasingly congested parking situation, it seems to have veered critically off course.

Attempts to regulate parking on public streets seem ill-advised unless there is an effort to work with the City to achieve limits that only they have the authority to enforce.

Time limits, sure...but it's up to the city to adopt and post those limits. Ditto for restrictions on RV's and trucks...as annoying and disruptive as they can be.

One step the HOA can take that would be both legal and practical would be to provide a parking lot to accommodate oversize vehicles. That would be a much better answer than telling RV owners and businesses with trucks to simply go away.

And as for telling me what I can or cannot do in my own garage, you can simply take that and stuff it. If I choose to use garage space for workshop or storage purposes, that is my business, and not that of the HOA, so long as I am not congesting the public parking areas as a result.

A greater cause of parking congestion is when a unit is rented to multiple people with multiple (three or more) cars, which obviously need some place to park. And THAT tasks us back to providing some sort of overflow parking facility.

Please find some practical and legal answers, not draconian dictates.

Leo McElroy
Longtime resident
Swarthmore Drive

July 8, 2017

Board of Directors
Nepenthe Homeowners Association
1131 Commons Drive
Sacramento, CA 95825

Members of the Board:

We object to the Board using alternative means to circumvent its inability to modify the CC&R's by now proposing "Rules" that are not supported by a majority of homeowners.

It is very clear by the failed attempt to gain homeowner support to modify the parking CC&R's, that the will of our community, which should be reflected in its elected officials, is that current controls around parking are adequate and do not require Board intervention to change.

Like the members of the Nepenthe community, this Board is bound by the rules and regulations. The failed vote, even upon extension, is a clear mandate of the community's desire. An end-run by adopting "Rules" to effectively accomplish what has been rejected by the community flies in the face of the fairness and good governance that we expected when we voted this Board into service.

We urge you to abandon this attempt to execute a private agenda.

Respectfully,

Joseph & Renee Mendez
1575 University Avenue

Crystle Rhine

From: Kathleen Montgomery <ladyiris49@gmail.com>
Sent: Monday, July 24, 2017 5:47 PM
To: CA - Nepenthe HOA
Subject: Parking Regulations

To the Nepenthe HOA Board of Directors:

I am completely opposed to the new Nepenthe parking regulations as presented.

The proposed rules are a "solution" in search of a problem, impossible to enforce, problematic for residents and (frankly) violate my right to peaceful enjoyment of my community. Also, I question the legality of the regulation - regardless of the legal opinion obtained by the Board.

In addition to objecting to the rules themselves, I am stunned by the cavalier, heavy handed, "even though we didn't get the votes needed, we're going to do it anyway" attitude.

I have lived off of the Swarthmore cul-du-sac for 20 years. I park my car in the garage 99% of the time. However, there have been very legitimate instances in which it has been necessary to park on the street - sometimes for several days or weeks at a time. I have houseguests often. I have never had a problem finding a place to park when needed - any time of day, any day of the week, any week of the month, any month of the year.

Under the parking rules proposed, the "general public" can park overnight on the public streets but my guests and I cannot. What's the logic behind that? How will security know to which group the offending vehicles belong? Will we be required to "register" and "label" our cars in some way? Even then, what if residents or guests choose to not register their car? How will those be differentiated from "general public" cars?

Who will bear the cost of the additional security that will be required to enforce this? Or is the idea to simply keep staffing levels the same and have the patrols spend their time looking for misbehaving residents rather than patrolling for our safety and security? If unforeseen or urgent situations arise and the office is closed, will we be expected to spend time tracking down security to get our cars "blessed" - even in the middle of the night?

I don't believe the Nepenthe Board has fully thought this through. I urge you to cease pursuing this ill-advised set of regulations. Further, I urge you to reconsider your heavy handed approach to this issue.

Sincerely,

Kathleen Montgomery
[2276 Swarthmore Drive](#)
[Sacramento, CA](#)

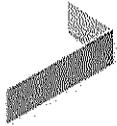
"Life is a banquet and most poor suckers are starving to death!"
--- Mame Dennis Burnside

Bettsi Ledesma

From: CA - Nepenthe HOA
Sent: Wednesday, July 05, 2017 8:55 AM
To: 'Peter Morse'
Subject: RE: Proposed parking rules

Hi Peter,
Thank you for your email. Please see my responses in the body of your email below.

Kind regards,



FirstService
RESIDENTIAL

Bettsi Ledesma, CMCA
General Manager
Nepenthe Association
1131 Commons Drive, Sacramento, CA 95825
916.929.8380
Email: bettsi.ledesma@fsresidential.com
www.NepentheHOA.com

2016 Management Company of the Year – CAI California North Chapter

From: Peter Morse [mailto:peterrmorse@gmail.com]
Sent: Tuesday, July 04, 2017 12:48 PM
To: CA - Nepenthe HOA <Nepenthe.HOA@fsresidential.com>
Subject: Proposed parking rules

We own property at 1036 Vanderbilt Way. Currently it is rented, however, we purchased the unit with the intent of retiring there. Please address the following scenarios.

We own a small tent trail which is garaged, we also own two cars and have two licensed drivers. Would the proposed rules allow us a variance to park one of our cars on Vanderbilt? The current CC&Rs are already quite clear on this matter. Article III, Section 3.3(a) states “Garages are to be used for the parking of standard passenger vehicles... and shall not be ... used for the storage of boats, campers, or recreational vehicles which will preclude the parking Owner’s authorized vehicles within the garage.” So you see, that is already prohibited. Thanks, Peter Morse 916-662-5634.

We also have an adult son, if there are three cars and three licensed drivers, would we receive a variance? Three licensed drivers each with their own car is exactly what the variance system is intended for so I don’t see any problem there. The variance will probably stipulate that it will only be good for as long as the current condition exists.

I look forward to your response.

-Peter Morse 916-662-5634

July 3, 2017

Nepenthe Board of Directors

Re: Disagreement with Proposed Parking Regulation Changes

The last vote on changing parking rules indicated that residents did not approve the proposed parking changes. Yet, as I read the proposed rules, I see little difference between the propagated rules and the failed initiative.

If the residents did not vote for the substantial changes, why would the Board feel there was sufficient will among the residents to make the changes anyway?? Are these rules being propagated because Board members wish the changes to occur? If that is the reason, why did we spend the monies to conduct the vote?

I disagree with the proposal to prevent over-night street parking without a variance. There is no City ordinance prohibiting use of City streets for over-night parking and I see no reason for Nepenthe to superimpose rules over the common law. There are many reasons for a resident to need to park overnight on the street and those reasons do not always include conversion of the garages associated with the unit. Are we simply asking residents to park on the Campus Commons streets? Has street parking effected the home values in St. Charles???

Where City regulations are not applicable, such as on the Nepenthe private streets, I still feel that this rule would be draconian.

Let's first arrive at a consensus (by resident vote) that change is needed before we try to over-write City law.



Cheryl Nelson
1433 C0ommons

Bettsi Ledesma

From: perry peightal <ptpphp@sbcglobal.net>
Sent: Thursday, July 27, 2017 2:44 PM
To: Bettsi Ledesma
Subject: parking

Dear Board Members,

We are most concerned about the parking problem on Adelphi Ct. It is becoming worse and worse. The circle is full every night. There is not place for visitors to park. It is detracting from our property value. In the morning, we are awakened almost every day with a very loud car starting up and allow to idle for at least 3 minutes. This shows no consideration for neighbors. We know for a fact that some garages in our area are being used as storage area and not parking.

We certainly hope the board will pass the new regulations being considered. We know there are a small group very opposed to these. However, there are accommodations being made for extenuating circumstances which will allow all to park where needed. Since these have been included, there really should be no objections.

Thank you,

Pat and Perry Peightal
1 Adelphi Ct.

Board of Directors
Nepenthe Homeowners Association

Dear Directors:

I have just finished reading our managers excellent history of the parking problem in Nepenthe. I would like to offer some comments for your consideration. But first like Bettsi I would like to offer a bit of history. My history in Nepenthe. I purchased my first home in Nepenthe from Robert Powell in 1976. I have lived here continuously, with the exception of two years in the early 2000's, in four different homes. Two of them were on public streets and two on private streets. I have usually owned two cars and a truck. I still do. I use the truck for my work to tow a boat as a marine enforcement officer for the State. My two cars are parked in my garage. That is a tight fit with a small work bench and some tools. I park my truck on the end of Commons in the circle. Even if I had no cars to put in the garage the truck would not fit. It is a standard size Ford pickup.

I did not vote in the election to amend the CC&R's. If I had it would have been a NO vote. I strenuously object to any attempt by the Board to exercise control of parking on the public streets. I have read the court decision on which Board counsel relied to opine that the Board had that authority and I disagree with their opinion. I have practiced law in California for more than 50 years in both state and federal courts. I was and am prepared to challenge any Board action to control my parking on a public street. Being semi-retired and economically comfortable I have both the time and money to take on such a challenge and seek a California Court's determination of that question.

While Bettsi has dealt with two of the common scenarios she sets out in the News Letter for 4 years, they have existed for 40 years. The residents of Nepenthe own cars and trucks. They need some place to park them at night. While I believe most use their garages, they will accommodate only two cars and in some cases are too small to fit a modern car or truck. While the CC&R's grant the Directors a lot of authority over my actions in the Association area, they do not allow a restriction on the number or type of cars that I own.

Bettsi points out that owners whose property faces on a public street complain that their guests can't find parking in the evening. But that is also true on the private streets. There are many evenings when I can't park in front of my house on Dunbarton. There are just too many cars to hide them all away at night. We look at them all day, why not leave them there at night when we can't see them anyway. I suggest that the Board share the pain. Permit homeowners on private streets who cannot park in their garage to park overnight in front of their homes. I would be happy to do so. In my case and I suspect in many others it would not diminish the view of my neighbors, because none of their living room windows face or look directly at that street area. Besides, persons park there now until after dark and there is no view in the darkness.

Permitting homeowners to park in front of their home on a private street, with a decal and a demonstrated need would relieve the pressure on the homeowners on the public streets and I think make the whole complex look less like a parking lot.

Depending on their interpretation and application, I think the proposed parking rules are fine. Please consider my comments and suggestion. Thank you,

Peter Pelkofer 1019 Dunbarton Circle

Crystle Rhine

From: Nepenthe <admin@nepenthehoa.com>
Sent: Tuesday, July 25, 2017 3:44 PM
To: Crystle Rhine
Subject: Nepenthe Website Form Submission: Contact Form
Attachments: ninja-forms-submission.csv

First Name: Mary Lou
Last Name: Pierce
Email: justunderthelimit@gmail.com
PhoneNumber: (916) 212-0904
ContactPreference: Email
Subject: Board Meetings
Message: I object to controlled parking on City Streets

Crystle Rhine

From: Nepenthe <admin@nepenthehoa.com>
Sent: Monday, July 24, 2017 12:09 PM
To: Crystle Rhine
Subject: Nepenthe Website Form Submission: Contact Form
Attachments: ninja-forms-submission.csv

First Name: Lance
Last Name: Richard
Email: lrichard@entercom.com
PhoneNumber: (312) 720-3950
ContactPreference: Email
Subject: Board Meetings

This email is in regard to the proposal to reduce on-street parking. I live at 1402 Commons Drive. I support the boards actions to ask/require residents to park vehicles in their garages and not on the street. The number of cars parked on the streets detract from the beauty of the neighborhood. Limiting on-street parking will also reduce opportunities for criminals to cruise our community looking for cars to vandalize and rob.

Message:

I am in support.

thanks,

Lance Richard

Crystle Rhine

From: Nepenthe <admin@nepenthehoa.com>
Sent: Monday, July 24, 2017 3:40 PM
To: Crystle Rhine
Subject: Nepenthe Website Form Submission: Contact Form
Attachments: ninja-forms-submission.csv

First Name: Raymond
Last Name: Rothermel
Email: rayvr@att.net
PhoneNumber: (916) 266-5126
ContactPreference: Email
Subject: Other

Message: This message is to advise the board that I am against any changes to existing parking regulations in an attempt to defeat the recent vote by Nepenthe members rejecting further restrictions on parking in private Nepenthe streets or public streets.

Bettsi Ledesma

From: Kathleen Sadao <ksadao@comcast.net>
Sent: Monday, July 24, 2017 11:29 AM
To: Bettsi Ledesma
Subject: Board of directors letter

Follow Up Flag: Follow up
Flag Status: Flagged

Bettsi

I posted this message on next door and want to submit it to the board. I want to thank you for all of the follow up you have done for me as a new homeowner in Nepenthe. I also need to express my concern about the parking restrictions. Thanks. Kathleen Sadao

To the Board of Directors

I wrote this message on next door and I wanted to share my concerns with all of you as well. Thanks. Kathleen Sadao

“I too am a new owner and opposed to this exclusive board overreach. I walked Swarthmore this morning and there were just a few cars there. I am more concerned about traffic on commons drive then a few cars parked here and there. I would like to have an HOA and board that welcomes families into this community that typically have more than one vehicle. This is not an over 55 community. The board has heard from many residents that disagree with their approach and I believe will now hear from many more. The petition is a productive approach to stop the overreach. I would encourage all folks to attend the next board meeting. It is really the best place to provide your opinions and have a forum for the board to consider them.”

Bettsi Ledesma

From: Rebecca Stene <rebeccastene@gmail.com>
Sent: Tuesday, July 25, 2017 3:09 PM
To: Bettsi Ledesma
Subject: Fwd: Nepenthe Proposed parking rules

Sent from my iPhone

Begin forwarded message:

From: Rebecca Stene <rebeccastene@gmail.com>
Date: July 25, 2017 at 10:39:54 PDT
To: NepentheHOA@fsresidential.com
Subject: Nepenthe Proposed parking rules

I strongly disagree with the proposed rules and the manner in which this "end run" around the unsuccessful ballot has been attempted.

I urge the Board to abandon the proposed adoption of these rules.

Please include my comments in the Board packet Homeowners' Correspondence section

Thank you

Sent from my iPhone

TO: Nepenthe Homeowners Association Board of Directors
Date: Monday, July 24, 2017
From: Jan Summers *js*
RE: Proposed Draft Parking Rules

This letter is in OPPOSITION to the Proposed Draft Parking Rules being considered by the Nepenthe HOA Board.

These Proposed Rules Do Not benefit the Nepenthe Development (Development) homeowners as a whole, nor do they enhance the value of my home, nor do they establish a reasonable measure for my use of the streets (City-managed or otherwise) within the Development.

The Proposed Draft Parking Rules being considered by the Nepenthe HOA Board overstep its authority and should be withdrawn.

Signature: *Jan Summers*

1521 University Ave
Sacramento, CA 95825
Summersj10@yahoo.com
916-927-5570

William J. Vizzard
1330 Vanderbilt Way
Sacramento, CA 95825
(916) 923 9308
vizzardw@gmail.com

July 20, 2017

Board of Directors
Nepenthe Home Owners Association

Dear Sirs/Madams:

As you may well surmise, I sympathize with the position of the board, caught between members demanding action on parking and those vehemently opposed to such action. Personally, I am not particularly invested in the issue. However, I will provide my council based on my years of experience as a board member.

Opponents are likely wrong in their assertions that you lack authority to act on this issue. You clearly have authority over private street parking and most likely have authority to establish rules of behavior for residents parking on public streets. However, this constitutes a significant departure from common area restrictions. Absent a clear mandate in the form of a majority vote for the CC&R change; I would caution against moving forward on an effort to limit public street parking by residents. Even with broad support, this would prove challenging to enforce. Absent that mandate, I fear it will fuel hostility to the board and divert you from other more vital business. In other words, the rules are likely legal; but the costs in the form of community disharmony, administrative burden and delegitimizing governance exceed the potential benefits.

The question of allowing continuing overnight parking by permit under exceptional circumstances on private streets is a closer call. This would alleviate some of the public street burden and is well within the traditional bounds of board rule making. Although I will soon be moving to a residence on a private street, I cannot argue that private street residents have a claim to special treatment because they historically enjoyed such treatment.

Sincerely,

William J Vizzard

July 20, 2017

Nepenthe Homeowners Association
Board of Directors

As homeowners and residents of Nepenthe we are very disturbed by the proposed change in parking rules. Our first question is, why is this issue before the board? We all voted on it once and it lost. Why is it back, does the democratic process mean nothing?

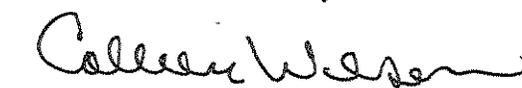
As to the parking situation itself, it seems an excessive amount of effort is being spent to resolve a problem that effects a relatively small portion of the community. We are not without sympathy for our neighbors, but we all have issues in different parts of Nepenthe. Residents on American River Drive deal with motorists pulling their disabled vehicles onto our street, working on them for an hour, then leaving their garbage behind on our lawns and in the street. Folks near Howe Ave hear motorcycle racing, loud car radios and much more very loud noise than folks on the other side of Commons Drive. What about the areas on Dumbarton where residents deal with scavengers every week on trash day? Is the board prepared to address all of these issues?

How do you enforce a no overnight parking rule on an unrestricted public street? Where does the board get that authority? Does this not involve city parking enforcement? Apparently, under your plan, non-residents can park overnight in front of our house but we cannot. Or, because our street is a dividing line between Nepenthe and Campus Commons, our neighbor across the street can park in front of our house, but we could not. But we *could* park across the street in front of their house. This is insane. Friends in the rest of Campus Commons will be thrilled when we all move our cars to their side of the development.

In a perfect world everyone would park their car in the garage and there would be no cars on the street, but there are many reasons why this is not always possible. When we moved here it was legal to store my mother's wedding china in the garage, is that soon to be an infraction? What if our SUV/van/truck doesn't fit in the garage? Some of us moved here with such a vehicle and for that reason purchased a home on a public street which provides additional parking. Should we discard our vehicles, or move, so that a few residents can have an unobstructed view of the landscaping?

Perhaps the board's time would be better spent addressing issues that affect all of the residents, such as a more visible security presence, or speeding drivers using our streets as a shortcut. We love living here, but we accept that everyone's experience with a view, noise or traffic is not the same, even if we do pay the same HOA fees. We request that the board cease and desist this unwanted, unwarranted and unauthorized intrusion into our homeowner's rights.


Bryant Williams


Colleen Wilson

2312 American River Drive

Ad Hoc Committee – Lighting

Board Update – August Meeting

July 25, 2017

Work is in progress on the final task – free-standing common area lights.

We expect to have our completed recommendations in August for the September Board meeting.

To that end -

- We have met with SMUD to determine our current fixtures energy usage/cost; projected energy savings and eligibility for rebates.
- We are determining the applicable code requirements for free-standing light fixtures in regards to Title 24 and researching any exceptions that may be applicable.
- We have determined four options for further research and recommendation: full replacement; partial replacement; modification of globe; modification of globe to meet dark sky requirements.
- We are researching solar options for viability in common areas limited to the two clubhouses.

NEPENTHE ARCHITECTURAL COMMITTEE MINUTES

Tuesday, July 11, 2017 at 5:30 pm in Clubhouse

Members present: Jenny Smith, chair; Cheryll Cochrane, Alan Watters, Bill Henle, Jan Summers.

Members absent: Diane Vanderpot, Joel Weeden.

Present: Joan Haradon, Board Liaison; Bettsi Ledesma, Gen. Manager; Lo Sadao.

Meeting was convened at 5:32 pm.

A. Welcome and Opening Remarks. Introductions.

B.1. Homeowner requests not decided on: none.

B.2. Homeowner Requests Recommended to be Approved. (With conditions if so noted.)

1. **1316 Commons Drive** – Kathleen and Lo Sadao – In this 3000 Model construct a new small overhead trellis/patio cover of treated wood. It will be attached via an existing ledger beam already in place. One slight variation from Nepenthe's criteria is that the uppermost pieces will be of dimensions 2" x 8" rather than 4" x 6". The trellis will be painted. **Approval Recommended with Conditions: That an appropriate building permit be obtained from the city.**
2. **1009 Dunbarton Circle** – Steve Farrar – Windows replacement in this 3300 model: Replace via retrofit installation 3 windows and 3 patio doors using Alside Fairfield 80 Series Climatech Elite vinyl-framed windows, in exterior color bronze. Contractor is to be VDI, in Sacramento. **Approval Recommended with Conditions:**
3. **1575 University Avenue** – Renee and Joe Mendez – In this 5500 model, install the recently approved outdoor "security" lamp (WAC Lighting WS-W20506-BZ Scoop LED Outdoor Wall Light Fixture, in Bronze) in the approved location on exterior of garage above house number plate. **Approval Recommended.**
4. **1575 University Avenue** – Renee and Joe Mendez – In this 5500 model, install the recently approved outdoor "security" lamp (WAC Lighting WS-W20506-BZ Scoop LED Outdoor Wall Light Fixture, in Bronze) (in the second approved location on side wall of the garage above sidewalk 66" up from bottom of siding (same height as the garage-door façade location application). **Approval Recommended.**

5. **204 Dunbarton Circle** – Sylvia Lomeli – Hardscape addition in this 1100 model – a modest amount of work to update both patios: in the small patio, dirt will be removed to level the ground. In the large patio, likewise, dirt and rocks will be removed to level the ground. Also two pour of aggregated concrete will create two new patio sections, one 36” x 41” and the other 41” x 6’. Additionally, a wood plank divider in the existing patio (8” x 21’) is to be replaced. **Approval Recommended with Conditions: That the new patio sections be slightly angled so that the hardscape drainage flows away from the house and toward the common areas outside the fences.**

6. **1009 Dunbarton Circle** – Steve Farrar – Gas line and meter installation in this 3300 model: PG&E is to install a gas meter at ground level on the north side of the house near the alley and a line to connect it to the gas main. Rooney’s Plumbing will install a gas pipe entering through the siding low (being coordinated with the HOA’s replacing that panel of siding) that will be contained within this exterior garage wall as it rises to the attic, and will be run through the attic to connect to a new tankless water heater, range, and fireplace. No new flue is required. **Approval Recommended with Conditions: That the gas meter be painted to match the exterior of the home.**

B.2.A. Homeowner Requests Already Approved: none.

7. **328 Elmhurst Circle** – Christina George – HVAC system replacement, on an emergency basis, in this 1625 Model: install a Ruud 15-SEER 2.5-ton heat pump system. Outdoor compressor is to be located about 25 feet south along the same wall from the original location, and a new refrigerant line set will be installed on the interior of the home, emerging from a small hole at ground level. **Emergency Approval granted July 5, 2017, with conditions:** Placement of the HVAC compressor shall not obstruct access to the manhole or disturb existing common area irrigation lines. Any required trimming of common area shrubbery be kept to a minimum. If removal of shrubbery is required, Applicant shall coordinate with Association Management for restoration at the applicant’s expense.

B.3. Homeowner Requests Not Approved: none.

C. Board ACTION ITEMS:

ARC requests that the Board approve for the Architectural Criteria this new version of Section 14. Gas Lines & Meters. (see Appendix on p. 4)

D. Approval of Minutes: done via email.

E. Reviewed Non-Compliance Notices from Homeowners: none.

F. Old Business: none.

G. New Business:

In a brief bit of housekeeping, reviewed was the deadline for submitting agenda items.

- 1) Estoppel Process – Cheryl and Jenny. Brief update.
- 2) Security Camera Criteria – Need to draft and add to Criteria. Brief discussion on how specific to get. General description seems better, emphasizing not intruding on neighbors' privacy.
- 3) Parking Lot Items – *explanation of terms*: Alan said he would opt for explanatory wording in the text itself when the term is introduced. *Vinyl pergola* was dismissed. *Window coverings* were briefly discussed. *Dryer vent relocation* needs to be drafted and added to Criteria.
- 4) Parcel chests – discussion was had. Consensus was that with so many alternatives existing – post office box, box at private mail center, Nepenthe's staff willing to receive packages – there does not now exist sufficient need to map out a HOA-wide plan to locate them in the common areas.
- 5) Shade covers: Retractable awning criteria needed. It was decided that any sail shade would need approval because it is a permanent installation. Criteria needed. Discussion was had about possibly regulating umbrella fabric but it was decided not to pursue this.
- 6) Bill's draft of gas lines and meters criteria was reviewed. Reaction was positive; a few editing suggestions were made.
- 7) Alan is to re-edit the Criteria on Exterior lighting to eliminate confusion.

H. Meeting adjourned at 6:40 pm.

I. Next meeting. Next regular meeting will be on Tuesday, August 8, at 5:30 pm in the Clubhouse.

Respectfully submitted, Alan Watters, A.R.C. secretary

APPENDIX

14. Gas Lines & Meter

Gas line from meter is to enter residence no less than 12” or more than 18” above ground line. Gas line piping for connection from the meter to appliances, HVAC systems, or fireplaces shall be installed within walls and attic space of the residence and shall not be affixed to or exposed on the exterior of the residence.

Gas line installations and flues for gas appliances must meet City codes as approved by City inspectors. Flues for gas appliances are preferred to be in roof areas originally designed for vents. If current City code does not permit the aforementioned flues will be allowed in other roof areas.

Meter is to be painted the same color as the house, and flashing and flues to be painted the same color as existing roof vents.

Any roof penetrations after roof replacement may void Nepenthe’s roof warranty and any resulting water damage shall be the responsibility of the homeowner.

(Updated 7/17/17)

Nepenthe HOA Finance Committee
Minutes of July 24, 2017 Meeting

The HOA Finance Committee met in Bettsi's office at 4:00 p.m. PDT. In attendance were:

Susan Timmer, member
Christina George, Board Liaison
Will Vizzard, member
John Baker, Chair
Pam Livingston, Grounds Committee Chair
Bettsi Ledesma, HOA staff

Chairman Baker opened the meeting, indicating that the Committee, since we are approaching budget season, was interested in having a better understanding of the larger capital and operational expenses. Specifically, the interest centers on the landscaping contract with GP, and the siding / painting contract with James Williams.

A discussion ensued, with the Committee asking about contract terms, pricing, and extra work arrangements.

Bettsi confirmed that the siding work is now in the last year / phase of the 3 year cycle, and that the next cycle would begin 6 years after the current cycle began. The Williams contract is a unit price contract based on sheets of siding. There were questions regarding how work over the bid quantities were handled, and Bettsi indicated that the bid unit price per sheet was used to calculate additional costs. She promised to deliver the Williams contract, their bid documents, and an accounting of how overages were accounted for.

Regarding the landscaping work, Bettsi confirmed that the GP contract includes a base scope of work (mowing, blowing, trimming) that is paid for out of operational funds. Any significant additional work (new irrigation, major shrub or tree replacement, etc.) is paid for out of capital funds. Bettsi promised, as in the siding work, to forward the GP contract, its pricing scheme, and the accounting for extra work.

There being no further business, the meeting was adjourned at 5:10 pm. PDT

Respectfully submitted

John Baker, Chair

MINUTES

ILSC
JULY 11, 2017, 5:00 PM
NEPENTHE LIBRARY

IN ATTENDANCE:

Nancy Arndorfer, Chair
Jerry Dunn
Mike Cochrane
Greg Beale
Bill Olmsted

ABSENT:

Steve Huffman,
Board Liaison

Nancy called the meeting to order at 5:00 PM and introduced and welcomed new member Greg Beale who lives on Elmhurst. Greg is a retired teacher and school administrator who has a great deal of experience with insurance, legal, safety and risk management in his former administrative life. Welcome Greg.

The minutes of the June 13th meeting were unanimously accepted as written.

NEW BUSINESS

The new Nepenthe parking regulations being presented by the board and which have recently been voted down by the HOA membership were discussed. Although in a membership discussion period waiting for feedback before taking action by the board, Mike feels that he needs to look further into the matter before we make a recommendation to the board. He said that as written, the language is very weak and ambiguous and that the legal precedence cited re parking on public streets is very weak and very possible unenforceable as presented. The new rules are not clear and need stronger language and legal review. He will be looking into it further, and the matter was tabled until the next meeting before we make any recommendations.

UNFINISHED BUSINESS

Jerry presented a very concise synopsis of our upcoming insurance policy renewal with an annual coverage spread sheet and premium summary. He said that our property/casualty premiums continue to stay the same or even a bit lower without any loss of coverage. The flood premiums do increase, but that is not at the whim of our carrier (Farmers), but rather it is set and controlled by FEMA. We have had another good year as far as our record of losses, and he knows from his discussions with Ryan, our agent, that next year's premium will not go up more than approx. 3% due to inflation. After discussion including another carrier that FirstService offered through Bettsi and analysis of their information, Mike moved and it was unanimously voted to stay with Farmers and Ryan for another year, which we are recommending to the board. Jerry did recommend that we be advised by the board or the office when there is a claim or loss.

A further discussion from June re having an Automated Electronic Defibrillator (AED) in the clubhouse raised a number of unanswered questions. Mike said that there were two major questions that he could see at first; do we even want one, and what, if any, legal requirements are there for us since we do rent the facility to the public, we do have our little gym, and we do have swimming pools. If it is not legally required, do we even want to get involved with the issues and all its possible legalities and liabilities. He will look further into the issues of the legal definitions under which our workout facility falls, training requirements, legal immunity for any incorrect use and any other legal and responsibility issues before we make a recommendation.

There was no new business brought up by members, and the meeting was adjourned at 5:55 PM.

Submitted by
Wm Olmsted

THE NEXT COMMITTEE MEETING WILL BE ON AUGUST 8TH IN THE LIBRARY.

THE NEXT BOARD MEETING WILL BE ON AUGUST 2ND

Nepenthe Grounds Committee Meeting Minutes

July 13, 2017 - 3:00PM - Dunbarton Cabana

Present:

Pam Livingston, Committee Chair; George Procida, GP Landscape; Linda Cook, Board Liaison; Zone 1 - Diane Luttrell and Grace Long; Zone 2 - Elsa Morrison and Diana Vizzard; Zone 3 - Lyn Livingston, Ken Gromacki and Lisa Tafoya; Zone 4 - Kay Chmielewski and Don Landsittel; Zone 5 - Pam Sechrist; Zone 6 - Kathy Waugh and Diana Mortimore; Zone 7 - Renee Mendez

The meeting was called to order by committee chair, Pam Livingston at 3:00PM.

Guest - Patricia Micheli at 505 Dunbarton - Patricia asked that the bushes on the east side of her home be allowed to grow to help block the Howe Avenue view. Also discussed the homeless camping out behind the residence at 711, 709, 607 and 605. The zone 3 stewards will assist her.

Marty Henderson - Drip Irrigation Marty was not able to attend the Grounds committee meeting. He emailed Alek Cmogorac with the City of Sacramento. The following is an excerpt of his email.

“William said that I need to submit a new rebate application to you for the new 2017-18 fiscal year. I asked for \$50K the same as last fiscal year. He said that the City has plenty of funding.

As you know, we did not finish all of Zone 6 with the last rebate invoice. We would like to finish up what you approved in Zone 6, add the rest of Zone 6 and as much of Zone 5 and 2 for this next round of funding (\$50K).”

INFORMATION FOR THE BOARD

After a lengthy discussion of the Landscape Maintenance Contract Scope of Work by the committee, it was decided to form a GROUNDS STATEMENT OF WORK COMMITTEE

Chair -Don Landsittel; Members - Liza Tafoya; Lyn Livingston and Marty Henderson

The Grounds Statement of Work Committee's intention is to restructure the current documentation for clarity and ease of reference. Also to add specifics for purposes of performance measurement. There is no intent to rewrite to basic content of the current document.

REQUEST FOR BOARD ACTION

June 27, 2017 Tree Walk

Motion - made by Elsa and Seconded by Lyn - The motion passed unanimously.

The Grounds Committee recommends to the Nepenthe Board of Directors the remedies recommended in the June 27, 2017 Nepenthe Tree Walk Report by Paul Dubois, Arborist, with The Grove Total Tree Care.

The meeting was adjourned at 5:10PM



Nepenthe Association

Management Report – August 2, 2017

1 COMMUNICATION

1.1 THE NEPENTHE NEWS WAS LAST PUBLISHED ON JULY 7, 2017. THE NEXT NEWSLETTER WILL BE PUBLISHED ON AUGUST 4, 2017. TOPICS TO BE COVERED ARE:

- Manager’s Report
- President’s Report
- Jazz at the Pool Concerts
- Interactive Community Map
- Parking Rules

1.2 WEBSITE:

- Regular updates to contact pages have been completed.
- Web designer has completed interactive map. Link is: <http://nepenthehoa.com/interactive-community-map/> and is available right on the home page of the website, www.nepentheHOA.com.

2 ADMINISTRATION

2.1.1 Manager attended the Architectural Review Committee meeting on July 11th.

2.1.2 Manager Compiled report of all Underground Utilities Expenses for 2012-2017 for Ad Hoc Committee on Underground Utilities

2.1.3 Manager met with Finance Committee on July 24th to review current contracts and expenses.

Manager compiled report of all landscaping expenses for 2016 and 2017 for review by the Grounds Committee.

3 FACILITIES

3.1 PHASE III SIDING AND PAINTING

3.1.1 Project is running ahead of schedule. It is approximately two-thirds completed.

3.2 COMMUNITY POOLS

3.2.1 All serviced on schedule. Service occurs three to five days each week and includes all pools and spas. Pools are tested daily. Pools passes inspection by The City of Sacramento.

3.3 JANITORIAL SERVICE

3.3.1 All regular scheduled cleanings which include cleaning the clubhouse, the Dunbarton cabana restrooms and the Elmhurst cabana service restroom were five days per week.

3.3.2 Clubhouse carpets and windows were cleaned as part of the annual contract on Friday, July 7th.

3.4 CONCRETE PROJECT

3.4.1 Red Leaf Development has completed the concrete work as approved by the Board of Directors. Benches are soon to be installed on new pads adjacent to 500 Dunbarton and 1236 Vanderbilt.

3.5 LIGHTING

3.5.1 Wiring for light string adjacent to 4-10 Adelphi failed necessitating trench work and replacement week of 7/24/17.

4 GROUNDS

4.1 GROUND WALKS:

4.1.1 07/21/17, Zone 7. Attended by Renee Mendez, Zone Steward; Pete Gerould, GP Landscape.

4.1.2 All Zone Stewards walked their area regularly during the month of July and reported any maintenance issues to management.

4.1.3 The walk notes showing photographs of all extra work are filed in a binder in the manager's office- Board members and homeowners interested in reviewing the walk notes are always welcome to do so.

4.2 TREE MAINTENANCE:

- 4.2.1 On June 27th, Paul Dubois inspected several trees on the Nepenthe property during the monthly tree walks. The focus of the walks is to address resident/management concerns regarding mature trees on the property. The purpose of this report is to develop mitigation plans for the affected trees. Proposals for this walk will be on the August 2nd Open Session Agenda.
- 4.2.2 Management, Grounds Steward Elsa Morrison and arborist Paul Dubois will continue the monthly practice of tree walks in the community. Owners with tree concerns are welcome to forward them to the office for inclusion on the walk list. The next tree walk is planned for Zone 5 on August 29th.

5 FINANCIAL

- 5.1.1 The June Financials were published on July 24, 2017. There is a current positive variance of \$117,747.
- 5.1.2 Manager provided all reserve expenditures for the past 12 months to the Reserve Specialist for the Reserve Study Update. As soon as first draft is ready, manager will forward it to the Finance Committee for review.
- 5.1.3 Manager will be working with the Finance Committee on the 2018 Budget. A draft will be ready for Board review at the September 6th open session.

6 GOVERNANCE

6.1 COURTESY PATROL:

- 6.1.1 Since the last Board meeting, there were a total of 14 violation notices placed on vehicles in the community by the security patrol. There were 0 vehicle towed during this time. Reports are reviewed by management daily, recapping the rounds and interactions of the officers on duty.

6.2 PARKING RULES:

- 6.2.1 Management has received and compiled all written comments received on proposed Parking Rules. They have been assembled in the Board packet for review.

Bettsi Ledesma

From: Laraine Silberstein <larasilb@gmail.com>
Sent: Thursday, July 13, 2017 10:42 AM
To: Bettsi Ledesma; Crystle Rhine; steve@huffmanstrategy.com; Laraine Silberstein
Subject: Ues of Roundup as a pesticide in Nepenthe.

Hi, I spoke to Bettsi a few months ago and to GE landscaping, about my concern for using **Roundup** as a herbicide/pesticide in Nepenthe. Apparently nothing was really done as Bettsi confirmed with me yesterday that it is still being used. I wrote something up on Nextdoor Neighbor yesterday 7/12/2017 and so far I have had quite a few responses confirming my concern. In today's Sacramento Bee 7/13/2017, there is a opinion by Sarah Aird who is co-director of Californians for Pesticide Reform and Jonathan Evans who is a legal director on Environmental Health. The article points out that "The State must step up on pesticides" and that the active ingredient **chlorpyrifos** is toxic and CA must ban its use.

Apparently, the active ingredient in Roundup is **glyphosate** and is considered by the WHO to be a probable human carcinogen and is in the same category as chlorpyrifos. CA has proposed adding glyphosate to the list of chemicals the State considers carcinogenic which would require warning labels on its products and may require warnings to the public that it is being sprayed in the area.

Studies have also shown that Roundup causes **honeybees** to starve and maims them. It causes higher frequencies of Colony Collapse Disorder.

We should all be concerned about the **environmental damage** these products are causing.

There are alternatives which are less toxic and in my opinion should be researched by our grounds committee before they give the go ahead to spray harmful products around this area. They should make their research known to the residents at Board meetings and show that they are concerned about the welfare of the people living here.

Landscapers can make up their own solutions of vinegar, epsom salts and dishwashing fluid which will kill weeds as described on many sites using Google the search engine. If they do not want to do this, they can obtain a commercial product like **Burnout Weed and Grass Killer**. This is advertised as a safe, nontoxic solution for killing weeds that works faster than most chemical herbicides.

I am hoping that the HOA Board will take a look into this serious environmental issue.

Please could you confirm receipt of my e-mail.

Thank you,
Laraine Silberstein
larasilb@gmail.com

**NEPENTHE ASSOCIATION
BOARD OF DIRECTORS MEETING
July 5, 2017, 5:30 PM**

Nepenthe Clubhouse | 1131 Commons Drive | Sacramento, CA 95825

OPEN SESSION MINUTES

I. CALL TO ORDER

Present	Board Member	Positon
X	Steve Huffman	President
X	Joan Haradon	Vice President
X	Linda Cook	Secretary
X	Christina George	Treasurer
	Vacant	Member at Large

II. ANNOUNCEMENTS

- a. **Executive Session Disclosure:** In accordance with Civil Code Section 4935(a), the Board met in Executive Session on July 5, 2017 in order to consider matters relating to personnel matters, legal matters and member discipline.
- b. **Board Announcements**
 - i. As the Board moves through the agenda, members may comment or ask questions about any agenda item during the two homeowner forums. Please address all comments or questions to the chair. The Board will be unable to accept comments or questions from the floor during its deliberations.

III. COMMITTEE REPORTS

- a. Ad Hoc Committee on Lighting- Verbal report provided at meeting. Minutes provided to Board in their packet.
- b. Ad Hoc Committee on Underground Utilities Verbal report provided at meeting.
- c. Architectural Review Committee- Verbal report provided at meeting. Minutes provided to Board in their packet.
- d. Finance Committee- Verbal report provided at meeting.
- e. Grounds Committee- Verbal report provided at meeting. Minutes provided to Board in their packet.
- f. Insurance, Legal and Safety Committee- Verbal report provided at meeting. Minutes provided to Board in their packet.
- g. Outreach Committee- Verbal report provided at meeting.

IV. MANAGEMENT REPORT-

- a. Operations Report-
 - Update on open insurance claims:
 - Water intrusion due to siding failure. Failure appears to be related to the Association’s 2009/2010 siding contract. Repairs are completed. Check from Farmers Insurance for the repairs was received on June 25, 2017.
 - Assistant Community Manager, Crystle Rhine, attended an 8-hour pool operator course hosted by the Sacramento County Department of Environmental Health.
 - Phase III Siding and Painting project is running ahead of schedule. It is approximately two-thirds completed.

- On June 27, 2017 Paul Dubois inspected several trees on the Nepenthe property during the monthly tree walks. The focus of the walks is to address resident/management concerns regarding mature trees on the property. The purpose of this report is to develop mitigation plans for the affected trees. Proposals for both of these walks were obtained.

V. HOMEOWNER FORUM- Comments were received on a number of topics. Management made notes of the comments for possible future Board action.

VI. CONSENT CALENDAR

Motion: Director Joan Haradon

Second: Director Linda Cook

Vote: All in favor

Resolution: The Board approved Consent Calendar items A to C as presented.

Begin Consent Calendar

a. Approval of Minutes June 7, 2017 Open Session

Resolution: The Open Session minutes dated June 7, 2017 were approved as presented.

b. Financial Statement: May 2017

Resolution: The Board accepted the May 2017 interim financial reports and bank reconciliations as presented, subject to annual review. The reports reflects a positive year to date variance of \$115,663 and reserve funding of \$171,955 compared to the reserve funding budget of \$170,042. The reserves are funded through May 2017. The Association has \$419,222 in operating funds, which represents 1.5 months of budgeted expenses and reserve contributions. The Association has \$5,699,456 in reserve funds.

c. Architectural Applications

The Architectural Review Committee met on June 13, 2017 to review the enclosed applications.

Resolution: The Board confirmed the recommendations of the committee.

	<i>Address</i>	<i>Application for</i>	<i>Recommendation</i>
1	1318 Commons Drive	Window and patio door replacement	Approval
2	215 Elmhurst Circle	Trellis/Patio Cover	Approval
3	2257 Swarthmore Drive	Retractable Awning	Approval
4	13 Colby Court	Hardscape installation	Approval
5	324 Elmhurst Circle	Window & Patio Doors replacement	Approval
6	504 Elmhurst Circle	Fence expansion to accommodate air conditioning compressor	Approval
7	811 Dunbarton Circle	Window replacements	Approval
8	7 Colby Court	Window & Patio Doors replacement	Approval
9	1011 Dunbarton Circle	Window Replacements	Approval

10	217 Elmhurst Circle	Window Replacements	Approval
11	19 Colby Court	HVAC System	Approval
12	2 Colby Court	HVAC System	Approval
13	1107 Commons Drive	HVAC System	Approval

End Consent Calendar

VII. UNFINISHED BUSINESS

a. **Committee Appointments.**

Motion: Director Joan Haradon

Second: Director Christina George

Vote: All in favor

The homeowners listed below have submitted their applications for appointment to the referenced committees. All of them have agreed to abide by Nepenthe’s Conflict of Interest Policy and are hereby appointed to the committees as indicated.

i. Architectural Review Committee:

1. Jenny Smith, Chair
2. Cheryl Cochran
3. Alan Watters
4. Joel Weeden
5. Diane Vanderpot
6. Jan Summers
7. Bill Henle

ii. Election Committee:

1. Yvonne del Biaggio, Chair
2. Kay Chmielewski
3. Joleen Hecht

iii. Finance Committee:

1. John Baker, Chair
2. Susan Timmer
3. William Vizzard

iv. Grounds Committee:

1. Pam Livingston, Chair
2. Kay Chmielewski
3. Kathy Waugh
4. Elsa Morrison
5. Don Landsittel
6. Pam Sechrist
7. Ken Gromacki
8. Renee Mendez
9. Marilyn Livingston
10. Liza Tafoya
11. Grace Long
12. Diana Vizzard
13. Diana Mortimore
14. Diane Luttrell

v. Insurance, Legal & Safety Committee

1. Nancy Arndorfer, Chair
 2. Mike Cochrane
 3. Greg Beale
 4. Bill Olmsted
 5. Jerry Dunn
- vi. Nominating Committee**
1. Karen Lowrey
- vii. Outreach Committee**
1. Nancy Arndorfer
 2. Charles Schaffer
 3. Gerry Gelfand
- b. **Charter for the Architectural Review Committee**
Motion: Director Joan Haradon
Second: Director Linda Cook
Vote: All in favor
 In accordance with the 2017 Board Goals, the directors approved the adoption of the enclosed Draft Charter with revisions.

VIII. NEW BUSINESS

- a. **Appeal for Architectural Application**
 The Board voted unanimously to deny the application on May 17, 2017. Ms. Freeman was unaware that the Board was prepared to review the application at that time and is asking to discuss the application with the directors.
Motion: Joan Haradon
Second: Christina George
Vote: all in favor
Resolution: Board denied the application for patio shade structure.
- b. **Review Architectural Application**
 The owner of 504 Elmhurst applied for the installation of a parcel box in the common area near his unit. The Architectural Review Committee was split in its vote. The Board reviewed the application and no motion was made, therefore application can be deemed as not approved.
Action: No action taken
- c. **Consider Criteria for Satellite/Antenna/Cable Installations**
Motion: Director Linda Cook
Second: Director Joan Haradon
Vote: All in favor
Resolution: The Board adopted Criteria #29 prepared by the Architectural Review Committee and directs that it be incorporated into the existing Architectural Guidelines and Community Rules.
- d. **Consider Revised Criteria for Mail Slots**
Motion: Director Joan Haradon
Second: Director Christina George
Vote: All in favor
Resolution: The Board adopted revised Criteria #18 prepared by the Architectural Review Committee and directs that it be incorporated into the existing Architectural Guidelines.
- e. **Consider Revised Criteria for Wiring and Pipe Installations**

Motion: Director Joan Haradon

Second: Director Linda Cook

Vote: All in favor

Resolution: The Board adopted revised Criteria #28 prepared by the Architectural Review Committee and directs that it be incorporated into the existing Architectural Guidelines.

f. **Consider Adoption of New Parking Rules**

Motion: Director Linda Cook

Second: Director Steve Huffman

Vote: Director Christina George-Aye

Director Linda Cook- Aye

Director Steve Huffman-Aye

Director Joan Haradon-Abstain

Action- No action at this time. Comment period has been extended until August 6, 2017.

Directors will review members' comments at the next open session on August 2, 2017 and may vote to adopt the rule as is or with slight modifications based upon input received.

g. **Homeowner Requests for Tree Removals**

i. **318 Elmhurst, Zelkova**

Motion: Director Joan Haradon

Second: Director Linda Cook

Vote: All in favor

Resolution: The Board approved the removal of Zelkova #318 located at 318 Elmhurst for a fee not to exceed \$1,485, payable from Reserves which has a remaining 2017 allocation of \$88K +/-.

ii. **711 Elmhurst, Cedar**

Motion: Director Joan Haradon

Second: Director Christina George

Vote: All in favor

Resolution: The Board approved the removal of tree located at 711 Elmhurst, pending approval from The City of Sacramento, for a fee not to exceed \$3,375.00, payable from Reserves which has a remaining 2017 allocation of \$88K +/-.

h. **Proposal to Remediate Tree Encroachment at 1136 Vanderbilt**

Motion: Director Linda Cook

Second: Director Joan Haradon

Vote: All in favor

Resolution: The Board approved the removal of the subject Deodar Cedar and the root pruning of the Tulip tree located at 1136 Vanderbilt for a fee not to exceed \$3,225, payable from Reserves which has a remaining 2017 allocation of \$88K +/-.

i. **Proposals for Tree Maintenance Work**

Motion: Director Linda Cook

Second: Director Joan Haradon

Vote: All in favor

Resolution: The Board approved the removals and specific tree pruning as proposed by Grove Total Tree Care for the amount of \$12,990, payable from Reserves which has a remaining 2017 allocation for tree work of \$88K +/-.

Motion: Director Linda Cook

Second: Director Christina George

Vote: All in favor

Resolution: The Board approved the proposal from TurfPro (A division of Carson Industries, also the owner of The Grove Total Tree Care) for a series of deep root Redwood watering injections for \$4,950, payable from Reserves which has a remaining 2017 allocation for tree work of \$88K +/-.

IX. HOMEOWNER FORUM- No comments were received.

X. NEXT MEETING: Wednesday, August 2, 2017 at 5:30 pm in the Nepenthe clubhouse

XI. ADJOURN @ 6:59pm

NEPENTHE ASSOCIATION

CASH BASIS FINANCIAL STATEMENTS

FOR THE MONTH AND SIX MONTH(S) ENDED
JUNE 30, 2017

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THE ACCOMPANYING FINANCIAL STATEMENTS ARE SUBJECT TO AUDIT
AND ARE ONLY INTENDED FOR THE ASSOCIATION'S INTERNAL USE.

PREPARED BY:



FirstService
RESIDENTIAL

NEPENTHE ASSOCIATION

FINANCIAL SUMMARY

Fiscal Year End: December 31, 2017

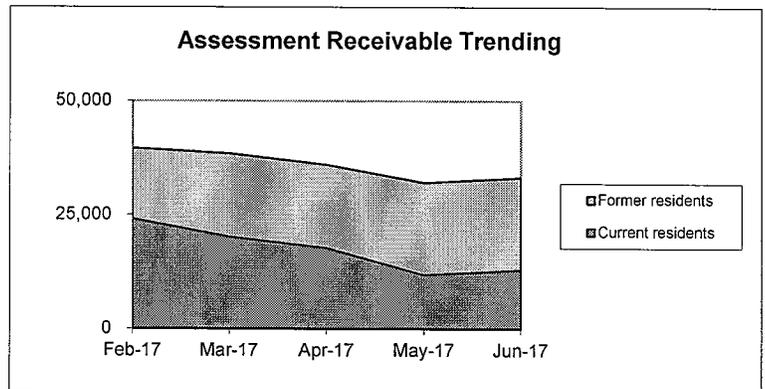
For the Month Ended: June 30, 2017

CASH SUMMARY

	<u>This month</u>	<u>Last Month</u>	<u>Change in Cash</u>	
Operating cash	421,433.84	419,372.05	Increase in Cash	2,061.79
Reserve Cash General Reserve	5,776,214.28	5,772,825.71	Increase in Cash	3,388.57
Adj Operating Cash (see note 1)	317,557.23	319,374.42	Decrease in Cash	(1,817.19)
Average budgeted expenses / month		278,914.00		
Average # of months of available cash		1.51		
Percent Funded Per 2016 Reserve Study		41%		

ASSESSMENT SUMMARY

Monthly Assessment Budget	276,709.00
Assessment Cash Received	279,284.64
<u>Total Assessments Receivable</u>	
0-30 days (see note 1)	7,176.43
31-60 days late	469.00
61-90 days late	3,098.83
<u>over 90 days late</u>	<u>22,397.03</u>
Total Assessments Due	33,141.29
<u>Other Receivable</u>	9,098.56
Total Owners Receivable	42,239.85
Past Residents Assessments Rec.	20,183.90
Prepaid Assessments	103,876.61



OPERATING SUMMARY

Category	June Expenses	YTD Expenses	YTD Budget	YTD Variance	Negative YTD Variances > \$2500
Utilities	8,435	57,430	48,630	(8,800)	gas, water
Landscape	31,262	174,097	172,662	(1,435)	
Common Area	6,056	60,428	66,126	5,698	special security
Management/On-Site Admin	56,289	244,377	194,322	(50,055)	see note 3
Insurance	7,153	46,652	171,492	124,840	
Total Operating Expenses	109,196	582,984	653,232	70,248	Spending underbudget year-to-date

RESERVE SUMMARY

Contribution to Reserves this month:	170,042.00	Rsv Disbursement this month:	176,276.24
Contribution to Rsvs Year-to-Date:	1,020,252.00	Rsv Disbursement YTD:	821,270.18
Interest on reserve funds Year-to-Date:	24,744.90		

ITEMS OF NOTE

1. Adj Operating Cash is calculated by Operating Account Funds minus Prepaid Assessments.
2. In a month with 31 days, assessments owed for that month would be reflected under 31-60 days late.
3. Federal Tax, Franchise Tax, General Counsel, Mgt Reimb, Admin Misc, On-site Staff, Payroll Taxes/Benefits

Nepenthe's Year To Date Cash Flow

Sources/Uses		Operations	Reserves
Beginning Balance 1/01/2017		303,773	5,552,488
	Prior year Due from Management	52	
	Prior year Due from Vendor	0	
Plus	Income	1,720,982.35	
	Reserve Investment Income		24,744.90
	Contributions to Reserves		1,020,252.00
	Pending Reserve Expense	0.00	
	Due From Vendor	(101.78)	
	Receivable from Mgmt	(36.11)	
	Processing Fees	0.00	
Less	Operating Expenses	(582,983.80)	
	Reserve Funding	(1,020,252.00)	
	Reserve Expenses		(821,270.18)
Ending Balance 6/30		421,434	5,776,214

Budget Report

Actual year-to-date income of \$1,720,982.35 versus year-to-date budgeted income of \$1,673,484 produced a positive year-to-date income variance of \$47,498.35.

Actual year-to-date operating expenses of \$582,983.80 versus year-to-date budgeted expenses of \$653,232 produced a positive year-to-date operating expenses variance of \$70,248.20.

The two combined variances produced a positive year-to-date variance of \$117,746.55.

Other Information

Unpaid assessments at Jun 30, 2017 were:	\$	33,141
Prepaid assessments at Jun 30, 2017 were:	\$	103,877

NEPENTHE ASSOCIATION
COMPARATIVE BALANCE SHEET
06/30/2017

c/o FirstService Residential
15241 Laguna Canyon Rd
Irvine CA 92618

FirstService Residential CA
15241 Laguna Canyon Road
Irvine CA 92618

	CURRENT MONTH	PRIOR MONTH
<hr/>		
----- CASH AND INVESTMENTS		
OPERATING ACCOUNT FUNDS	421,283.84	419,222.05
PETTY CASH	150.00	150.00
RESERVE ACCOUNT FUNDS	5,776,214.28	5,772,825.71
	-----	-----
TOTAL CASH AND INVESTMENTS	6,197,648.12	6,192,197.76
OTHER ASSETS		
DUE FROM VENDOR-	101.78	101.78
RECEIVABLE FROM MANAGEMENT	36.11	14.37
	-----	-----
TOTAL OTHER ASSETS	137.89	116.15
TOTAL ASSETS	6,197,786.01	6,192,313.91
	=====	=====
LIABILITIES		

MEMBERS EQUITY		

GENERAL RESERVE FUND BALANCE	5,776,214.28	5,772,825.71
OPERATING FUND BALANCE-BEG OF YEAR	303,825.18	303,825.18
CURRENT YEAR INCOME/(LOSS)	117,746.55	115,663.02
	-----	-----
TOTAL LIABILITIES & MEMBERS EQUITY	6,197,786.01	6,192,313.91
	=====	=====

Entity: NEP NEPENTHE ASSOCIATION

FirstService Residential CA
 15241 Laguna Canyon Road
 Irvine, CA 92618

As of date: 06/30/2017

Account		Type	Inv Acct	Maturity	Rate	Amount
11105	PETTY CASH	PETTY	PETTY CASH	PTYCSH ON-SITE (CLUBHOUSE)		150.00
11110	OPERATING CHECKING	USBANK	US BANK	CKING 153495833060		265,807.10
11112	OPERATING INVESTMENT	UNION+	UNION BANK	MNYMKT 1880024236	0.45%	155,476.74
Total (Cash)						421,433.84
21110	RESERVE FUNDS IN OPERATING CHECKING	USBANK	US BANK	CHKING 153495833060		20,355.45
21138	RESERVE INVESTMENT	WELLS	WELLS FARGO	INVSMT 66896148		4,168,948.90
21139	RESERVE INVESTMENT	WELLS	WELLS FARGO	MNYMKT 66896148		1,586,909.93
Total (Reserves)						5,776,214.28
Grand Total						6,197,648.12

NEPENTHE ASSOCIATION
RESERVE FUND BALANCES SUPPORT SCHEDULES
06/30/2017

c/o FirstService Residential
15241 Laguna Canyon Rd
Irvine CA 92618

FirstService Residential CA
15241 Laguna Canyon Road
Irvine CA 92618

	PRIOR YEAR BALANCE	BEG BAL REALLOCATION	ADDITIONS THIS YEAR	EXPENSE CURRENT MONTH	PREVIOUS EXP CURRENT YEAR	CURRENT BALANCE
GENERAL RESERVES						
N23277 ROOF INSPECTIONS & REPAIR	(74.78)	74.78	0.00	0.00	0.00	0.00
N23282 TREE REMOVAL/ANNUAL MAINTENANCE	25,317.56	(25,317.56)	0.00	(2,370.00)	(129,572.50)	(131,942.50)
N22911 UNDERGROUND UTILITY REPR RSV	(20,825.00)	20,825.00	0.00	(8,500.00)	(11,775.00)	(20,275.00)
N23017 CLUBHOUSE INTERIOR RENOVATION	92,839.23	(15,273.38)	21,162.00	0.00	0.00	98,727.85
N23130 MISCELLANEOUS RSV	47,876.66	(3,992.20)	11,424.00	(265.23)	(7,286.35)	47,756.88
23103 INTEREST ON RESERVE FUNDING	39,725.21	(39,725.21)	24,744.90	0.00	0.00	24,744.90
23130 CONTIGENCY RESERVES	0.00	0.00	0.00	0.00	(600.00)	(600.00)
N23270 UNIT EXTERIOR RESERVE	4,883,894.20	(328,850.09)	765,078.00	(78,805.57)	(357,739.27)	4,883,577.27
N23271 MAIN CLUBHOUSE AREA RSV	106,365.55	39,696.82	33,240.00	(1,545.00)	(5,050.00)	172,707.37
N23275 GROUNDS RESERVE	375,423.92	352,780.77	188,268.00	(84,790.44)	(132,970.82)	698,711.43
N23276 ADMINISTRATIVE RESERVE	1,945.01	(218.93)	1,080.00	0.00	0.00	2,806.08
	-----	-----	-----	-----	-----	-----
TOTAL GENERAL RESERVES	5,552,487.56	0.00	1,044,996.90	(176,276.24)	(644,993.94)	5,776,214.28

NEPENTHE ASSOCIATION
INCOME STATEMENT
06/30/2017

c/o FirstService Residential
15241 Laguna Canyon Rd
Irvine CA 92618

FirstService Residential CA
15241 Laguna Canyon Road
Irvine CA 92618

----- ACTUAL	---MONTH--- BUDGETED	----- VARIANCE	G/L NUMBER	DESCRIPTION	----- ACTUAL	YEAR TO DATE BUDGETED	----- VARIANCE	ANNUAL BUDGET	\$ REMAINING IN BUDGET
REVENUE									
279,284.64	276,709	2,575.64	14000	HOMEOWNER ASSESSMENT REVENUE	1,684,202.28	1,660,254	23,948.28	3,320,508	1,636,305.72
758.01	1,430	(671.99)	14087	EASEMENT AGREEMENT	6,598.74	8,580	(1,981.26)	17,160	10,561.26
106.97	0	106.97	14101	INTEREST ON PAST DUE ASSESSMENTS	1,212.79	0	1,212.79	0	(1,212.79)
110.00	75	35.00	14110	KEY REVENUE	255.00	450	(195.00)	900	645.00
470.00	700	(230.00)	14113	CLUBHOUSE RENTAL	2,690.00	4,200	(1,510.00)	8,400	5,710.00
489.00	0	489.00	14116	CC&R VIOLATIONS/FINES	528.38	0	528.38	0	(528.38)
45.00	0	45.00	14132	MISCELLANEOUS REVENUE	150.00	0	150.00	0	(150.00)
57.48	0	57.48	14162	OPERATING INTEREST REVENUE	345.16	0	345.16	0	(345.16)
9,622.81	0	9,622.81	14163	RESERVE INTEREST REVENUE	24,744.90	0	24,744.90	0	(24,744.90)
0.00	0	0.00	14194	LANDSCAPE REVENUE	25,000.00	0	25,000.00	0	(25,000.00)
290,943.91	278,914	12,029.91		TOTAL REVENUE	1,745,727.25	1,673,484	72,243.25	3,346,968	1,601,240.75
RESERVE CONTRIBUTION									
170,042.00	170,042	0.00	19758	GENERAL RESERVES	1,020,252.00	1,020,252	0.00	2,040,504	1,020,252.00
9,622.81	0	(9,622.81)	19803	GENERAL RESERVE INTEREST	24,744.90	0	(24,744.90)	0	(24,744.90)
179,664.81	170,042	(9,622.81)		TOTAL RESERVE CONTRIBUTION	1,044,996.90	1,020,252	(24,744.90)	2,040,504	995,507.10
111,279.10	108,872	2,407.10		AVAILABLE OPERATING REVENUE	700,730.35	653,232	47,498.35	1,306,464	605,733.65
OPERATING EXPENSES									
UTILITIES									
2,593.43	2,725	131.57	15101	ELECTRICITY	17,130.53	16,350	(780.53)	32,700	15,569.47
1,309.76	1,200	(109.76)	15102	GAS	12,625.47	7,200	(5,425.47)	14,400	1,774.53
0.00	350	350.00	15103	REFUSE COLLECTION	1,436.32	2,100	663.68	4,200	2,763.68
357.23	430	72.77	15105	TELEPHONE EXPENSE	2,049.65	2,580	530.35	5,160	3,110.35
4,175.02	3,400	(775.02)	15106	WATER	24,187.78	20,400	(3,787.78)	40,800	16,612.22
8,435.44	8,105	(330.44)		TOTAL UTILITIES	57,429.75	48,630	(8,799.75)	97,260	39,830.25
LAND MAINTENANCE									
28,567.00	28,567	0.00	15500	CONTRACT LANDSCAPE SERVICE	171,402.00	171,402	0.00	342,804	171,402.00
2,695.00	185	(2,510.00)	15511	BACKFLOW DEVICE TEST	2,695.00	1,110	(1,585.00)	2,220	(475.00)
0.00	25	25.00	15597	COMMON AREA IMPROVEMENT	0.00	150	150.00	300	300.00
31,262.00	28,777	(2,485.00)		TOTAL LAND MAINTENANCE	174,097.00	172,662	(1,435.00)	345,324	171,227.00
COMMON AREA									
1,570.00	1,350	(220.00)	16020	CONTRACT POOL/SPA SERVICE	8,320.00	8,100	(220.00)	16,200	7,880.00
300.00	25	(275.00)	16022	POOL EQUIPMENT REPAIR	300.00	150	(150.00)	300	0.00
75.00	115	40.00	16027	POOL INSPECTION	1,808.48	690	(1,118.48)	1,380	(428.48)

NEPENTHE ASSOCIATION
INCOME STATEMENT
06/30/2017

c/o FirstService Residential
15241 Laguna Canyon Rd
Irvine CA 92618

FirstService Residential CA
15241 Laguna Canyon Road
Irvine CA 92618

----- ACTUAL	---MONTH--- BUDGETED	----- VARIANCE	G/L NUMBER	DESCRIPTION	----- ACTUAL	YEAR TO DATE BUDGETED	----- VARIANCE	ANNUAL BUDGET	\$ REMAINING IN BUDGET
0.00	25	25.00	18510	ROOF MAINTENANCE	0.00	150	150.00	300	300.00
43.08	279	235.92	18524	MATERIAL SUPPLIES	2,711.83	1,674	(1,037.83)	3,348	636.17
285.00	190	(95.00)	18526	PEST CONTROL	780.00	1,140	360.00	2,280	1,500.00
1,525.00	1,525	0.00	18531	JANITORIAL SERVICE	9,150.00	9,150	0.00	18,300	9,150.00
305.60	247	(58.60)	18532	JANITORIAL SUPPLIES	932.19	1,482	549.81	2,964	2,031.81
0.00	10	10.00	18534	FIRE EXTINGUISHER	0.00	60	60.00	120	120.00
0.00	25	25.00	18544	LIGHT REPAIRS	0.00	150	150.00	300	300.00
1,450.00	125	(1,325.00)	18564	SPECIAL SECURITY	3,352.75	750	(2,602.75)	1,500	(1,852.75)
0.00	1,200	1,200.00	18579	PATROL SERVICE	4,000.00	7,200	3,200.00	14,400	10,400.00
0.00	4,993	4,993.00	18736	GUTTER & DOWNSPOUT CLEANING	25,899.40	29,958	4,058.60	59,916	34,016.60
347.75	400	52.25	18767	REPAIR & MAINTENANCE	1,521.01	2,400	878.99	4,800	3,278.99
0.00	172	172.00	18905	KITCHEN SUPPLIES	856.83	1,032	175.17	2,064	1,207.17
50.00	300	250.00	18957	JANITORIAL EXTRA	225.00	1,800	1,575.00	3,600	3,375.00
104.53	40	(64.53)	18986	FITNESS CONTRACT	570.04	240	(330.04)	480	(90.04)
6,055.96	11,021	4,965.04		TOTAL COMMON AREA	60,427.53	66,126	5,698.47	132,252	71,824.47
				MANAGEMENT/ON-SITE ADMIN EXP					
833.33	150	(683.33)	18001	COMMUNITY WEBSITE	2,494.66	900	(1,594.66)	1,800	(694.66)
294.73	75	(219.73)	18003	COMMUNITY EVENTS/PROGRAMS	1,872.86	450	(1,422.86)	900	(972.86)
0.00	75	75.00	18008	VOLUNTEER RECOGNITION	70.00	450	380.00	900	830.00
86.00	75	(11.00)	18092	EDUCATION/ADULT PROGRAM	465.91	450	(15.91)	900	434.09
7,159.31	6,970	(189.31)	19109	CONTRACT MANAGEMENT	42,955.86	41,820	(1,135.86)	83,640	40,684.14
0.00	160	160.00	19101	CPA SERVICES	1,895.00	960	(935.00)	1,920	25.00
2,579.00	650	(1,929.00)	19104	FEDERAL TAX EXPENSE	11,740.00	3,900	(7,840.00)	7,800	(3,940.00)
2,412.00	375	(2,037.00)	19105	FRANCHISE TAX BOARD	7,060.00	2,250	(4,810.00)	4,500	(2,560.00)
1,058.52	175	(883.52)	19106	TAXES & LICENSES	1,088.52	1,050	(38.52)	2,100	1,011.48
0.00	500	500.00	19108	GENERAL COUNSEL SERVICE	14,139.22	3,000	(11,139.22)	6,000	(8,139.22)
250.00	2,100	1,850.00	19111	MANAGEMENT REIMBURSABLE	16,062.08	12,600	(3,462.08)	25,200	9,137.92
110.53	50	(60.53)	19112	POSTAGE, ON-SITE	323.65	300	(23.65)	600	276.35
0.00	0	0.00	19116	ADMINISTRATIVE MISC	3,500.00	0	(3,500.00)	0	(3,500.00)
0.00	40	40.00	19117	DUES & PUBLICATIONS	0.00	240	240.00	480	480.00
35.00	35	0.00	19119	BANK FEES	210.00	210	0.00	420	210.00
26,764.46	14,000	(12,764.46)	19124	ON-SITE STAFF	92,993.75	84,000	(8,993.75)	168,000	75,006.25
(226.05)	60	286.05	19126	DELINQUENCY MONITORING	(177.46)	360	537.46	720	897.46
3,250.00	182	(3,068.00)	19132	OPERATING CONTINGENCY	3,250.00	1,092	(2,158.00)	2,184	(1,066.00)
1,956.80	100	(1,856.80)	19143	LEGAL-COLLECTIONS	2,990.82	600	(2,390.82)	1,200	(1,790.82)
0.00	100	100.00	19172	ACCOUNTING REIMBURSABLES	973.10	600	(373.10)	1,200	226.90
(245.35)	135	380.35	19174	AMS COLLECTION EXPENSE	(985.78)	810	1,795.78	1,620	2,605.78
0.00	75	75.00	19178	PROPERTY TAX	0.00	450	450.00	900	900.00
9,369.13	5,300	(4,069.13)	19247	PAYROLL TAXES & BENEFITS	36,703.67	31,800	(4,903.67)	63,600	26,896.33
150.00	5	(145.00)	19281	WEBSITE MONTHLY FEE	300.00	30	(270.00)	60	(240.00)
101.38	150	48.62	19295	ON-SITE OFFICE SUPPLIES	1,393.08	900	(493.08)	1,800	406.92
350.64	400	49.36	19382	COPIER LEASE	2,961.78	2,400	(561.78)	4,800	1,838.22

NEPENTHE ASSOCIATION
INCOME STATEMENT
06/30/2017

c/o FirstService Residential
15241 Laguna Canyon Rd
Irvine CA 92618

FirstService Residential CA
15241 Laguna Canyon Road
Irvine CA 92618

----- ACTUAL	---MONTH--- BUDGETED	----- VARIANCE	G/L NUMBER	DESCRIPTION	----- ACTUAL	YEAR TO DATE BUDGETED	----- VARIANCE	ANNUAL BUDGET	\$ REMAINING IN BUDGET
0.00	50	50.00	19442	CLAC CONTRIBUTION	0.00	300	300.00	600	600.00
0.00	400	400.00	19505	CC&R REVISION	96.36	2,400	2,303.64	4,800	4,703.64
56,289.43	32,387	(23,902.43)		TOTAL MANAGEMENT/ON-SITE ADMIN E	244,377.08	194,322	(50,055.08)	388,644	144,266.92
				INSURANCE					
7,796.74	7,801	4.26	19107	INSURANCE	47,296.44	46,806	(490.44)	93,612	46,315.56
(644.00)	20,781	21,425.00	DC19307	FLOOD INSURANCE	(644.00)	124,686	125,330.00	249,372	250,016.00
7,152.74	28,582	21,429.26		TOTAL INSURANCE	46,652.44	171,492	124,839.56	342,984	296,331.56
109,195.57	108,872	(323.57)		TOTAL OPERATING EXPENSES	582,983.80	653,232	70,248.20	1,306,464	723,480.20
2,083.53	0	2,083.53		<i>NET INCOME/(LOSS)</i>	117,746.55	0	117,746.55	0	(117,746.55)

NEPENTHE ASSOCIATION
 INCOME STATEMENT FOR 12 MONTHS ENDING
 06/30/2017

c/o FirstService Residential
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FirstService Residential CA
 15241 Laguna Canyon Road
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	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL	
REVENUE														
14000	HOMEOWNER ASSESSMENT REVENUE	258370	280916	278859	257374	256396	281848	278952	266931	306681	259767	292586	279285	3297965
14087	EASEMENT AGREEMENT	1467	1458	1836	1826	721	29782	0	1790	1816	379	1856	758	43690
14101	INTEREST ON PAST DUE ASSESMEN	9	27	67	387	73	81	5	24	611	84	382	107	1857
14110	KEY REVENUE	105	90	40	15	10	75	40	-20	85	60	-20	110	590
14113	CLUBHOUSE RENTAL	105	295	140	1060	435	1625	240	510	270	750	450	470	6350
14116	CC&R VIOLATIONS/FINES	0	0	0	0	0	0	0	0	0	15	25	489	528
14132	MISCELLANEOUS REVENUE	0	0	0	0	0	0	0	0	0	0	105	45	150
14162	OPERATING INTEREST REVENUE	25	28	25	26	25	25	15	97	59	54	63	57	500
14163	RESERVE INTEREST REVENUE	1023	1403	3330	2174	1757	9407	2089	1733	3039	6348	1913	9623	43839
14194	LANDSCAPE REVENUE	0	0	0	0	0	0	0	25000	0	0	0	0	25000
	TOTAL REVENUE	261104	284217	284297	262862	259417	322844	281341	296064	312561	267457	297361	290944	3420468
RESERVE CONTRIBUTION														
19758	GENERAL RESERVES	163766	163766	163766	163766	163766	163766	170042	170042	170042	170042	170042	170042	2002848
19803	GENERAL RESERVE INTEREST	1023	1403	3330	2174	1757	9407	2089	1733	3039	6348	1913	9623	43839
	TOTAL RESERVE CONTRIBUTION	164789	165169	167096	165940	165523	173173	172131	171775	173081	176390	171955	179665	2046687
	AVAILABLE OPERATING REVENUE	96315	119048	117202	96922	93894	149671	109210	124289	139480	91066	125406	111279	1373782
OPERATING EXPENSES														
UTILITIES														
15101	ELECTRICITY	2562	0	5498	2661	0	2669	5848	0	6117	0	2572	2593	30520
15102	GAS	228	1168	790	1926	1603	2688	1804	2398	1724	3377	2013	1310	21030
15103	REFUSE COLLECTION	181	168	273	286	216	269	144	422	0	631	240	0	2830
15105	TELEPHONE EXPENSE	492	495	492	364	570	559	126	943	261	63	299	357	5022
15106	WATER	2554	3027	3658	4609	3315	3430	4137	3994	3633	2791	5457	4175	44781
	TOTAL UTILITIES	6017	4858	10711	9846	5704	9616	12059	7757	11735	6862	10582	8435	104183
LAND MAINTENANCE														
15500	CONTRACT LANDSCAPE SERVICE	26823	26823	26823	26823	26823	26823	0	28567	57134	0	57134	28567	332340
15504	TREE MAINTENANCE	0	0	0	180	0	0	0	0	0	0	0	0	180
15511	BACKFLOW DEVICE TEST	0	0	0	0	0	0	0	0	0	0	0	2695	2695
	TOTAL LAND MAINTENANCE	26823	26823	26823	27003	26823	26823	0	28567	57134	0	57134	31262	335215
COMMON AREA														
16020	CONTRACT POOL/SPA SERVICE	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1570	16420
16022	POOL EQUIPMENT REPAIR	1465	0	0	0	0	0	0	0	0	0	0	300	1765

NEPENTHE ASSOCIATION
INCOME STATEMENT FOR 12 MONTHS ENDING
06/30/2017

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c/o FirstService Residential
15241 Laguna Canyon Rd
Irvine CA 92618

FirstService Residential CA
15241 Laguna Canyon Road
Irvine CA 92618

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
16027 POOL INSPECTION	159	1529	0	0	793	0	0	0	490	0	1243	75	4289
18457 PLUMBING REPAIR	0	0	0	0	0	200	0	0	0	0	0	0	200
18510 ROOF MAINTENANCE	0	0	0	0	520	0	0	0	0	0	0	0	520
18524 MATERIAL SUPPLIES	435	380	437	54	453	222	1372	392	194	411	299	43	4692
18526 PEST CONTROL	350	0	0	0	0	1750	145	0	0	350	0	285	2880
18531 JANITORIAL SERVICE	1670	1573	1525	1525	1525	1525	1525	1525	1525	1525	1525	1525	18493
18532 JANITORIAL SUPPLIES	298	0	224	343	33	440	0	230	0	382	14	306	2271
18534 FIRE EXTINGUISHER	0	0	245	0	0	0	0	0	0	0	0	0	245
18564 SPECIAL SECURITY	0	0	354	0	40	59	99	0	0	0	1804	1450	3806
18579 PATROL SERVICE	1000	1000	1000	1000	1000	1000	1000	1000	2000	0	0	0	10000
18736 GUTTER & DOWNSPOUT CLEANING	0	149	0	289	12153	24306	12153	396	12153	178	1019	0	62797
18767 REPAIR & MAINTENANCE	0	1249	681	309	0	133	346	200	0	0	627	348	3893
18905 KITCHEN SUPPLIES	149	103	173	90	233	110	100	0	372	150	235	0	1715
18957 JANITORIAL EXTRA	0	0	140	0	0	0	0	0	120	0	55	50	365
18986 FITNESS CONTRACT	0	0	85	0	0	85	0	240	85	141	0	105	740
TOTAL COMMON AREA	6876	7332	6215	4960	18100	31181	18090	5333	18289	4487	8173	6056	135091
MANAGEMENT/ON-SITE ADMIN EXP													
18001 COMMUNITY WEBSITE	0	0	-1188	0	225	0	0	228	0	983	450	833	1532
18003 COMMUNITY EVENTS/PROGRAMS	10	111	-2271	-105	93	571	0	639	155	332	452	295	281
18008 VOLUNTEER RECOGNITION	0	0	0	0	0	0	0	0	0	0	70	0	70
18092 EDUCATION/ADULT PROGRAM	-53	66	330	0	0	98	0	99	0	76	205	86	907
19109 CONTRACT MANAGEMENT	6818	6818	6818	6818	6818	6818	7159	7159	7159	7159	7159	7159	83866
19101 CPA SERVICES	0	0	0	0	0	0	0	0	1895	0	0	0	1895
19104 FEDERAL TAX EXPENSE	1232	0	1800	0	0	1800	0	0	0	9161	0	2579	16572
19105 FRANCHISE TAX BOARD	0	0	0	0	0	1322	0	0	0	4648	0	2412	8382
19106 TAXES & LICENSES	0	0	0	0	0	0	0	30	0	0	0	1059	1089
19108 GENERAL COUNSEL SERVICE	698	316	2763	514	0	313	2489	990	0	1006	9654	0	18742
19111 MANAGEMENT REIMBURSABLE	1090	1060	963	1304	1015	1040	5245	1484	1082	1137	6864	250	22533
19112 POSTAGE, ON-SITE	31	0	96	0	73	0	0	213	0	0	0	111	524
19116 ADMINISTRATIVE MISC	0	0	0	0	0	0	3500	0	0	0	0	0	3500
19117 DUES & PUBLICATIONS	0	0	0	440	0	590	0	0	0	0	0	0	1030
19119 BANK FEES	35	35	35	35	35	35	35	35	35	35	35	35	420
19124 ON-SITE STAFF	12662	12769	12553	12630	12688	18859	15237	12800	13084	12865	12242	26764	175155
19126 DELINQUENCY MONITORING	235	9	27	-120	79	116	93	367	-1032	206	414	-226	168
19132 OPERATING CONTINGENCY	0	0	380	0	0	0	0	0	0	0	0	3250	3630
19143 LEGAL-COLLECTIONS	0	0	0	0	0	0	0	0	0	0	1034	1957	2991
19172 ACCOUNTING REIMBURSABLES	27	53	47	81	46	89	31	352	372	37	181	0	1316
19174 AMS COLLECTION EXPENSE	175	230	665	-390	-141	420	365	390	-325	626	-1796	-245	-26
19178 PROPERTY TAX	282	0	0	949	0	0	0	0	0	0	0	0	1231
19247 PAYROLL TAXES & BENEFITS	5019	4521	4987	5008	5029	7440	5565	5857	5646	5277	4990	9369	68708
19281 WEBSITE MONTHLY FEE	0	107	0	0	0	0	0	0	0	0	150	150	407
19295 ON-SITE OFFICE SUPPLIES	131	123	76	152	213	192	98	44	551	54	546	101	2280

NEPENTHE ASSOCIATION
 INCOME STATEMENT FOR 12 MONTHS ENDING
 06/30/2017

c/o FirstService Residential
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FirstService Residential CA
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 Irvine CA 92618

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	TOTAL
19382 COPIER LEASE	734	328	328	902	336	0	328	655	387	902	340	351	5589
19505 CC&R REVISION	0	0	0	0	0	0	0	0	0	0	96	0	96
TOTAL MANAGEMENT/ON-SITE ADM	29125	26547	28410	28218	26509	39702	40145	31341	29009	44504	43087	56289	422889
INSURANCE													
19107 INSURANCE	7982	7982	15779	7797	0	7797	7797	7797	7797	7797	8313	7797	94633
DC1930 FLOOD INSURANCE	0	173	0	0	298846	0	0	0	0	0	0	-644	298375
TOTAL INSURANCE	7982	8155	15779	7797	298846	7797	7797	7797	7797	7797	8313	7153	393008
TOTAL OPERATING EXPENSES	76824	73716	87938	77823	375983	115119	78091	80795	123964	63650	127289	109196	1390385
<i>NET INCOME/(LOSS)</i>	<i>19491</i>	<i>45332</i>	<i>29264</i>	<i>19099</i>	<i>-282088</i>	<i>34552</i>	<i>31119</i>	<i>43494</i>	<i>15516</i>	<i>27417</i>	<i>-1883</i>	<i>2084</i>	-16604

NEPENTHE

July 14, 2017

WHEREAS, Section 5673 of the California Civil Code requires that, the decision to record a lien for delinquent assessments shall be made only by the Board of Directors of the association and may not be delegated to an agent of the association; and

WHEREAS, Section 5660 of the California Civil Code requires that a warning letter be sent by certified mail to the owner of record at least 30 days prior to recording a lien; and

WHEREAS, the Association has sent this letter and the 30 days has or will soon expire; and

WHEREAS, as of the date of this report payment has not been received to pay the delinquent assessment amount on the property listed below

NOW THEREFORE BE IT RESOLVED that the Board of Directors approves by a majority vote of the board members present at a duly called open meeting for FirstService Residential to record a lien on the separate interests/accounts listed below on behalf of the association and to mail a copy of the recorded lien to all known owners and addresses once the 30 days has elapsed from the mailing of the warning letter and no payment has been received.

<i>Date</i>	<i>Account No.</i>	<i>Total Amt Due</i>	<i>Past Due Assessment Only</i>	<i>Approved</i>	<i>Denied</i>	<i>Comment</i>
7/14/17	1973-01	\$977.68	\$938.00			
7/14/17	2422-01	\$972.79	\$938.00			

Deferred Items from prior meeting

<i>Date</i>	<i>Account No.</i>	<i>Total Amt Due</i>	<i>Past Due Assessment Only</i>	<i>Approved</i>	<i>Denied</i>	<i>Comment</i>

Any two (2) Board members must sign:

By: _____ Date: _____

By: _____ Date: _____

HOME IMPROVEMENT APPLICATION

Nepenthe Association
C/O Merit Property Management, Inc.
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773

House Model Number:

NAME Lotman & Kathleen Srdac
ADDRESS 1318 Commons Dr.
PHONE: 916 838-4577

SIGNATURE [Signature]
DATE June 29 2017
ALT. PHONE 916-990-7014 C/Kathleen

SUBMITTAL CHECK LIST: (Please attach the following to this Home Improvement Application if applicable)

- Facing, Adjacent and Impacted Neighbor Statement when the change is visible from the exterior
1 Set of Drawings - Should include details of dimensions, height, distance from fencing, size, design, color and materials. Location of drains must be included on drawings. Please fold plans to 8 1/2" x 11".

PROJECTS BEING SUBMITTED: Please review Nepenthe Architectural Criteria.

DOORS

- Front Door (only approved doors)
Screen Door (only approved doors)
Rear Patio (if visible from common areas)
Garage (only approved garage doors) *

POOL

- Patio Pool & Equipment

PATIO STRUCTURES

- Trellis (Floral/Overhead) (size, type, color) **
Shed/Outbuilding

ROOF

- Chimney Caps
Gutter/Downspouts
Satellite Dishes *
Skylight (**attach inspection fee)
Solar Energy Roof Panels (**attach inspection fee)
Solar Tubes (**attach inspection fee)

UTILITIES

- Air Conditioner/Heat Pump (placement & size)
Gas Line and Meter (**attach inspection fee)

WINDOWS

- Garden
Exterior - sun screen
Exterior window - security
Replacement - Frames and Glass (only approved windows, frame size, and color)
Interior Coverings

SMALL EXTERIOR INSTALLATION

- Burglar Alarm
Hand Rail (type and placement)
Mail box insert (type and placement)
Mail Slot (type and placement)
Wire & Pipe installations
Vent Relocations (placement) (**attach inspection fee)
Signs (Nepenthe provides house numbers. Call the office. No exceptions)

OTHER Please describe in detail

*automatic approval from office if following Nepenthe criteria

**attach completion inspection fee - certain changes require post installation inspection by Nepenthe agent. Fee is \$40. Check must be attached.

DO NOT WRITE BELOW THIS LINE (For Committee Use Only)

The Architectural Review Committee has determined that the above submittal is:

- Approved
Approved With Conditions
Disapproved as Submitted

ARC Chair

Date

- See notes on plans.
See comments below and/or on reverse
Resubmit with more details for

- Resubmit patio cover with additional dimensions and elevation.
Submit originally reviewed plans with revised drawings.

COMMENTS:

Final Inspection Required: Yes No



Nepenthe Association, 1131 Commons Drive, Sacramento, CA 95825
 916.929.8380 / nepenthe@fsresidential.com

HOME IMPROVEMENT APPLICATION

Date: 6/14/17 Phone: 916.240.0192
 Name: Renee & Joe Mendez Email: jrm825@hotmail.com
 Address: 1575 University Ave House Model: 5500

What improvement are you applying for? One improvement per application, please.

These items can be approved in management office:

These items require ARC & Board approval:

Front door per criteria	Air Conditioner / Heat Pump Replacement
Screen door from approved styles	___ Check if emergency approval is needed
Garage exterior man door per criteria	Window or Patio Slider Replacement
Garage vehicle door per criteria	Window – new construction
Cable/Satellite Dish installations	Window – Security Features/Bars
Mail Box from approved styles	Window – Sun Screens
Mail Slot, if replacing or approved by Postmaster	Skylights or Solar Tubes
Chimney Cap	Solar Roof Panels (Thermal or Electric)
If you have an improvement not listed, describe it here:	Gas Line and Meter
	Shade Structure – Trellis, Awnings, Sails, Etc.
	Trellis – Floral Support / Garden Feature
	Patio Hardscape / Planter Boxes
	Patio Pool / Spa and Equipment
	Attic Fans
	Vents – Installations and/or Relocations
	<input checked="" type="checkbox"/> Security Camera and/or Lighting
	Hand Rail
	Fence Relocation
Outbuilding / Shed	

Attach the following items to your application:

1. Floor Plan (available at clubhouse or www.NepentheHOA.com) of your model showing the location of the proposed improvement.
2. Brochure and/or Specifications for proposed items. → will install current approved light fixture in approved location on garage exterior.
3. Your contractor's proposal (prices may be blacked out).

Please read and sign below:

I have read the Architectural Guidelines (available at clubhouse or www.NepentheHOA.com) and understand that the approval timeline can take up to 90 days.

Renee Mendez 6/14/17
 Signature Date

The Architectural Review Committee recommends:

Approval Approval with Conditions Disapproval

Chair: [Signature] Date: 7/11/17

The Board of Directors will review for final approval at their next open session on _____.



HOME IMPROVEMENT APPLICATION

Date: 01/14/17 Phone: 916-240-0192
 Name: Renee and Joe Mendez Email: jrm825@hotmail.com
 Address: 1575 University Ave House Model: 5500

What improvement are you applying for? One improvement per application, please.

These items can be approved in management office:

These items require ARC & Board approval:

Front door per criteria	Air Conditioner / Heat Pump Replacement
Screen door from approved styles	___ Check if emergency approval is needed
Garage exterior man door per criteria	Window or Patio Slider Replacement
Garage vehicle door per criteria	Window – new construction
Cable/Satellite Dish installations	Window – Security Features/Bars
Mail Box from approved styles	Window – Sun Screens
Mail Slot, if replacing or approved by Postmaster	Skylights or Solar Tubes
Chimney Cap	Solar Roof Panels (Thermal or Electric)
If you have an improvement not listed, describe it here: <u>Will install current approved light fixture on side wall (exterior) of garage over walkway. Will install a same height as other approved location. 16" from bottom of siding.</u>	Gas Line and Meter
	Shade Structure – Trellis, Awnings, Sails, Etc.
	Trellis – Floral Support / Garden Feature
	Patio Hardscape / Planter Boxes
	Patio Pool / Spa and Equipment
	Attic Fans
	Vents – Installations and/or Relocations
	Security Camera and/or Lighting
	Hand Rail
	Fence Relocation
Outbuilding / Shed	

Attach the following items to your application:

1. Floor Plan (available at clubhouse or www.NepentheHOA.com) of your model showing the location of the proposed improvement.
2. Brochure and/or Specifications for proposed items. — current approved fixture
3. Your contractor's proposal (prices may be blacked out).

Please read and sign below:

I have read the Architectural Guidelines (available at clubhouse or www.NepentheHOA.com) and understand that the approval timeline can take up to 90 days.

Renee Mendez 01/14/17
 Signature Date

The Architectural Review Committee recommends:

Approval Approval with Conditions Disapproval

Chair: [Signature] Date: 7/11/17

The Board of Directors will review for final approval at their next open session on _____



Nepenthe Association, 1131 Commons Drive, Sacramento, CA 95825
 916.929.8380 / nepenthe@fsresidential.com

HOME IMPROVEMENT APPLICATION

Date: _____ Phone: 916.205-4774
 Name: Sylvia Lomeli Email: Sylvia.RSV1@gmail.com
 Address: 204 Dunbarton Circle House Model: _____

What improvement are you applying for? One improvement per application, please.

These items can be approved in management office:	These items require ARC & Board approval:
Front door per criteria	Air Conditioner / Heat Pump Replacement
Screen door from approved styles	___ Check if emergency approval is needed
Garage exterior man door per criteria	Window or Patio Slider Replacement
Garage vehicle door per criteria	Window – new construction
Cable/Satellite Dish installations	Window – Security Features/Bars
Mail Box from approved styles	Window – Sun Screens
Mail Slot, if replacing or approved by Postmaster	Skylights or Solar Tubes
Chimney Cap	Solar Roof Panels (Thermal or Electric)
If you have an improvement not listed, describe it here:	Gas Line and Meter
	Shade Structure – Trellis, Awnings, Sails, Etc.
	Trellis – Floral Support / Garden Feature
	<input checked="" type="checkbox"/> Patio Hardscape / Planter Boxes
	Patio Pool / Spa and Equipment
	Attic Fans
	Vents – Installations and/or Relocations
	Security Camera and/or Lighting
	Hand Rail
	Fence Relocation
	Outbuilding / Shed

Attach the following items to your application:

1. Floor Plan (available at clubhouse or www.NepentheHOA.com) of your model showing the location of the proposed improvement.
2. Brochure and/or Specifications for proposed items.
3. Your contractor's proposal (prices may be blacked out).

Please read and sign below:

I have read the Architectural Guidelines (available at clubhouse or www.NepentheHOA.com) and understand that the approval timeline can take up to 90 days.

[Signature] _____ 7-18-2017
 Signature Date

The Architectural Review Committee recommends:

Approval Approval with Conditions Disapproval

Chair: _____ Date: _____

The Board of Directors will review for final approval at their next open session on _____.



Nepenthe Association, 1131 Commons Drive, Sacramento, CA 95825
 916.929.8380 / nepenthe@fsresidential.com

HOME IMPROVEMENT APPLICATION

Date: 12 July 2017
 Name: STEVE BARZAR / NORMA CAROLAN
 Address: 1009 DUNBARTON CIRCLE

Phone: 916-515-9807
 Email: BARZAR715@YAHOO.COM
 House Model: POWELL 3300

What improvement are you applying for? One improvement per application, please.

These items can be approved in management office:

These items require ARC & Board approval:

- Front door per criteria
- Screen door from approved styles
- Garage exterior man door per criteria
- Garage vehicle door per criteria
- Cable/Satellite Dish installations
- Mail Box from approved styles
- Mail Slot, if replacing or approved by Postmaster
- Chimney Cap

- Air Conditioner / Heat Pump Replacement
- Check if emergency approval is needed
- Window or Patio Slider Replacement
- Window – new construction
- Window – Security Features/Bars
- Window – Sun Screens
- Skylights or Solar Tubes
- Solar Roof Panels (Thermal or Electric)

If you have an improvement not listed, describe it here:

- Gas Line and Meter
- Shade Structure – Trellis, Awnings, Sails, Etc.
- Trellis – Floral Support / Garden Feature
- Patio Hardscape / Planter Boxes
- Patio Pool / Spa and Equipment
- Attic Fans
- Vents – Installations and/or Relocations
- Security Camera and/or Lighting
- Hand Rail
- Fence Relocation
- Outbuilding / Shed

Attach the following items to your application:

1. Floor Plan (available at clubhouse or www.NepentheHOA.com) of your model showing the location of the proposed improvement.
2. Brochure and/or Specifications for proposed items.
3. Your contractor's proposal (prices may be blacked out).

Please read and sign below:

I have read the Architectural Guidelines (available at clubhouse or www.NepentheHOA.com) and understand that the approval timeline can take up to 90 days.

[Signature]

 Signature

12 July 2017

 Date

The Architectural Review Committee recommends:

Approval Approval with Conditions Disapproval

Chair: _____ Date: _____

The Board of Directors will review for final approval at their next open session on _____.



Nepenthe Association, 1131 Commons Drive, Sacramento, CA 95825
 916.929.8380 / nepenthe@fsresidential.com

HOME IMPROVEMENT APPLICATION

Date: _____
 Name: CHRISTINA GEORGE
 Address: 328 ELMHURST CIRCLE

Phone: 916-921-2793
 Email: cladot@comcast.net
 House Model: 3300

What improvement are you applying for? **One improvement per application, please.**

These items can be approved in management office:

These items require ARC & Board approval:

Front door per criteria	<input checked="" type="checkbox"/> Air Conditioner / Heat Pump Replacement
Screen door from approved styles	<input checked="" type="checkbox"/> Check if emergency approval is needed
Garage exterior man door per criteria	Window or Patio Slider Replacement
Garage vehicle door per criteria	Window – new construction
Cable/Satellite Dish installations	Window – Security Features/Bars
Mail Box from approved styles	Window – Sun Screens
Mail Slot, if replacing or approved by Postmaster	Skylights or Solar Tubes
Chimney Cap	Solar Roof Panels (Thermal or Electric)
If you have an improvement not listed, describe it here: 	Gas Line and Meter
	Shade Structure – Trellis, Awnings, Sails, Etc.
	Trellis – Floral Support / Garden Feature
	Patio Hardscape / Planter Boxes
	Patio Pool / Spa and Equipment
	Attic Fans
	Vents – Installations and/or Relocations
	Security Camera and/or Lighting
	Hand Rail
	Fence Relocation
	Outbuilding / Shed

Attach the following items to your application:

1. Floor Plan (available at clubhouse or www.NepentheHOA.com) of your model showing the location of the proposed improvement.
2. Brochure and/or Specifications for proposed items.
3. Your contractor's proposal (prices may be blacked out).

Please read and sign below:

I have read the Architectural Guidelines (available at clubhouse or www.NepentheHOA.com) and understand that the approval timeline can take up to 90 days.

Christina George _____ JULY 3, 2017
 Signature Date

The Architectural Review Committee recommends:

Approval Approval with Conditions Disapproval

Chair: [Signature] Date: 7/11/17

The Board of Directors will review for final approval at their next open session on _____.

Candidate Questionnaire

The Nominating Committee is asking each candidate to answer the following questions. The responses will be provided to homeowners in the newsletter to assist them in evaluating candidates. In addition, each candidate is asked to provide a personal statement. The committee realizes that there may be some overlap between the two; however, the questionnaire assures that certain basic information is addressed for home owners. The questionnaire is voluntary. If you do not wish to fill it out, only that information will be provided to home owners.

Your name: **Frank Loge**

If you decline to fill out the questionnaire, mark here: _____

1. Please relate your experience with Nepenthe committees or other Nepenthe activities.
Finance Committee
2. Are you able and willing to devote 4 to 8 hours a week to association business? **Yes**
3. Will you provide a phone number and email address that home owners can contact? **Yes**
4. Are you able and willing to serve as liaison to one or more committees? **Yes, I would like grounds or Finance if possible.**
5. Will you be able to regularly attend monthly board meetings? **Yes, unless we are traveling. We are gone about twice a year.**
6. Will you be willing to be listed on the association financial accounts and available to sign checks and authorizations? **Yes**
7. Will you be willing to respond to inquiries from homeowners? **Yes**
8. What are your top three priorities for Nepenthe during the next two years?
 - **Continue improving our landscape services and grounds.**
 - **Maintain adequate financial reserves.**
 - **Examine delegations of authority to manager. I am in favor of a strong manager authority model.**

Bettsi Ledesma

From: john.a.baker.jr@gmail.com
Sent: Thursday, July 27, 2017 11:50 AM
To: Bettsi Ledesma
Cc: Vinnie; Matthew Bray; Margaret Clausen; Bryant Williams
Subject: Mailing list

Hi Bettsi

On behalf of the steering committee opposed to the draft parking regulations, please ask the Board of Directors to approve giving us the mailing list of all Nepenthe owners

We plan to use the list solely to distribute our petition and other opposing materials. The list will NOT be used for commercial purposes

Thank you

John Baker
2256 Swarthmore Drive

Sent from my iPhone

14. Gas Lines & Meter

Gas line from meter is to enter residence no less than 12" or more than 18" above ground line. Gas line piping for connection from the meter to appliances, HVAC systems, or fireplaces shall be installed within walls and attic space of the residence and shall not be affixed to or exposed on the exterior of the residence.

Gas line installations and flues for gas appliances must meet City codes as approved by City inspectors. Flues for gas appliances are preferred to be in roof areas originally designed for vents. If current City code does not permit the aforementioned flues will be allowed in other roof areas.

Meter is to be painted the same color as the house, and flashing and flues to be painted the same color as existing roof vents.

Any roof penetrations after roof replacement may void Nepenthe's roof warranty and any resulting water damage shall be the responsibility of the homeowner.

(Updated 7/17/17)

Bettsi Ledesma

From: Annemconn <annemconn@aol.com>
Sent: Tuesday, July 11, 2017 1:33 PM
To: steve@huffmanstrategy.com; joanh3860@gmail.co; linda_cook@att.net;
cjadot@comcast.net
Cc: Bettsi Ledesma
Subject: Lanscape Services Agreement

Nepenthe Board:

In response to the newsletter inquiry regarding renewal of the current landscaping contract with GP Landscape: I would encourage a RFP be issued to other landscape companies. I am less than impressed with the condition of the landscaped areas, to include sickly lawns, bare or sparsely covered flower beds, ubiquitous crab grass along the walkways, sprinklers that are leaking or running in the middle of the day.

Securing a good contract financially is important; but getting what you pay for may be the outcome. The performance standards of the contract may be the key here; but I would certainly encourage an open bidding process.

Respectfully submitted,
Anne M. Connolly/Dunbarton

Bettsi Ledesma

From: Frank Loge <fjloge@outlook.com>
Sent: Saturday, July 08, 2017 10:31 AM
To: Bettsi Ledesma; pjlrj@gmail.com
Cc: 'Sherrie Loge (seloge@outlook.com)'
Subject: Frank Loge (Lorax) Here

Importance: High

Thanks for the opportunity to comment on landscape contract. Here are my thoughts:

We must remember we are contracting for a specific level of service. Our contract expectations for results must be based on this decision.

With this in mind, I think that GP is performing at a satisfactory level. I think we Nepenthians complain more about the landscape service (me included at times) than the weather. When I think back over the years, other companies have performed satisfactorily (except Lawnman-wow those were the days), while we must remember our Nepenthe expectations were at a much lower bar.

There is one important difference now with GP. We have changed the expectations of this company during the current contract, and they have risen to the occasion. Sure, there have been issues with their follow through and work quality on occasion, BUT I cannot remember a single landscape contractor in the past that we didn't have the same difficulties. My point is, it doesn't matter who we contract with, issues come up.

So what is the most compelling reason to keep GP? It is the long learning curve that a company has to go through at Nepenthe. From sprinklers to major landscape issues, it takes a good two years to get up to speed and develop a workable rhythm to deal with our urban forest. GP knows us and we know them.

Price. Money always seems to be a priority, and so it is. However, we must place a value on Nepenthe landscape knowledge, irrigation system knowledge, and planting expectations we have developed over the years with GP. Hiring a company solely on saving money (the notion that anyone can do the job we want as long as they follow our detailed contract specifications) does not take into consideration Nepenthe experience. I have seen so many contracts that have been based solely on price, fail.

Now, there are two realities that must be considered when discussing a new landscape contract. First costs have gone up and wages continue to rise. Having competent contract employees doesn't mean just hiring anyone and giving them a leaf blower.

Second, there are issues with GP that need to be addressed. The advantage of renegotiating with GP again is: they have experience with us and we with them. When we talk issues, we both understand. Resolving them may take contract language adjustments. Some may even cost more because we Nepenthians might want to raise our level of service.

I truly see little benefit to Nepenthe in putting the landscape contract out to bid. There will be someone out there that will claim they can do it for less. Yet, prior experience suggests the agony of the learning curve and developing the relationships necessary to maintain our grounds the “Nepenthe Way” is not worth the savings. The reality is you get a company with just another name and many of the same issues we have today.

WHAT TO DO

Negotiate with GP. Have them justify all price increases, ask what their profit margin expectations are, be satisfied with staffing levels etc. Remember we are a smart bunch. We can evaluate their proposal. Reasonable people can learn and understand the issues and solutions. Price is based on the costs associated with our expectations surrounding service levels. If we are satisfied that it is a fair agreement (for GP and for Nepenthe), we have a great contract. It is a given that it will cost more-so do our city/county utilities. Best to all and you have my deepest admiration for taking on this hot button topic. Frank

Landscape Maintenance Contract

Between GP Landscape and Nepenthe Association

1. Scope of Work

- 1.1 Contractor shall furnish all labor, supervision, materials, supplies, and equipment including any vehicles needed, to perform all services described in this Agreement, as specifically set forth in “Exhibit A - Landscape Services” (referred to herein as, “Services”) for the areas shown on the maps in “Exhibit B - Miscellaneous Provisions: Community Map”, attached hereto and incorporated by reference, in a workman like manner.
- 1.2 All Services described in “Exhibit A - Landscape Services” shall be performed by Contractor in strict compliance with all standards and practices as listed in “Exhibit B - Miscellaneous Provisions”.
- 1.3 All Services performed under this Agreement shall be performed by Contractor and its employees only. Contractor shall not assign this Agreement or sublet any Services required by this Agreement without the prior written consent of ASSOCIATION.
- 1.4 All Services must be performed in a professional and courteous manner. The Contractor’s employees shall be dressed in Contractor-provided uniforms such as vests, shirts, hats or other ASSOCIATION approved method of identification. All personnel shall present a neat, clean appearance.
- 1.5 The Contractor shall provide and maintain a current list of emergency telephone numbers for twenty-four (24) hour emergency response. The Contractor shall initiate remedial action within two (2) hours from the time of notification. The Contractor shall notify the ASSOCIATION representative of call-out and any action taken within twelve (12) hours of the call-out. Should the Contractor fail to respond within two (2) hours, the ASSOCIATION will have the option of calling another contractor which will deducted as a penalty from the Contractor’s monthly service payment.
- 1.6 The Contractor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering the Contractor’s duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which the Contractor does not have a proprietary interest. The Contractor is expressly free to perform services for other parties while performing services for the ASSOCIATION. During the term of this Agreement and any extension thereof, and for a period of one (1) year following any termination of this Agreement, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the ASSOCIATION’s employment, any employee, consultant, or contractor of the ASSOCIATION or hire any such employee, consultant, or contractor who has left the ASSOCIATION’s employment or contractual engagement within one (1) year of such employment or engagement. The Contractor is required to read and acknowledge by signature Nepenthe’s Conflict of Interest Policy.

- 1.7 Notwithstanding any other provision of this Agreement, the ASSOCIATION may request orally or in writing that Contractor provide any cost accounting records, books, and any other materials maintained by Contractor related to the work set forth in “Exhibit A - Landscape Services”. Upon receiving such request, Contractor shall allow ASSOCIATION to inspect the requested documents or materials at Contractor’s location as set forth in Section 9.1, or provide such documentation and/or materials to ASSOCIATION, no later than ten (10) business days from the date of the request.
- 1.8 Workmanship: Contractor’s representative shall be experienced in landscape maintenance and shall have an education in the ornamental horticulture. Job crew foreman shall be present on the site whenever work is being performed and shall be fluent in the English language. Landscapers are to be neat in appearance at all times and must be either United States citizens or legal residents entitled to work in the United States. Contractor is required to have a full-time, five (5) days per week representative who is responsible for meeting with the ASSOCIATION representative on a daily and/or weekly basis as determined by the General Manager; so as to receive updates, communicate issues and to follow up with Scope of Work items. The Contractor’s representative is responsible for communication with Contractor’s employees and to make sure that work is completed in a timely manner. The Contractor’s labor force shall not use homeowner’s front yards or streetscape areas as a break area. The areas surrounding the clubhouse and the two cabanas may be used for break areas.
- 1.9 Oversight: The Contractor shall provide oversight of the project area 365 days per year to assure that problems do not go undetected and unaddressed. At a minimum, this oversight shall be visual inspection of the project area by a qualified foreman who is fluent in English to identify and address problems, provide supervision of employees and see that employees are properly trained. Contractor and ASSOCIATION shall mutually agree on the typical “mowing days.” When weather or other factors outside the control of the Contractor do not permit scheduled mowing to occur, the Contractor will notify the ASSOCIATION representative and the next service day will be mutually agreed upon.
- 1.10 Schedule: Contractor shall provide the ASSOCIATION with a detailed work schedule for the year, breaking the required work into four week scheduled maintenance segments. Scheduled maintenance will include mowing, edging, fertilizing and any chemical controls. It will also contain scheduled detail work including items such as pruning, removal of dead plants, weed control, full irrigation evaluation, leaf removal from shrub beds and streets, tree stake maintenance and trash pickup five days a week in all common areas. In addition, a schedule of annual quarterly seasonal work that addresses the needs of the trees. Detail work shall be no less than once every month. The completed detail and seasonal work shall be reported in the weekly reports submitted to the ASSOCIATION representative as outlined in section 1.10.
- 1.11 Meetings: Upon request, Contractor will walk the project with the ASSOCIATION representative for the purpose of determining compliance with the specifications and to evaluate the irrigation system. A minimum of one (1) inspection per month shall be required. A punch list will be prepared following the walk and provided to the Contractor. Items on the punch list shall be satisfied by the Contractor within 30 days. The Contractor will be required to attend a minimum of two (2) Board of Director meetings each year at the discretion of the ASSOCIATION representative. The Contractor is encouraged to attend meetings of the Nepenthe Grounds Committee.
- 1.12 Reports: The Contractor shall inspect areas of responsibility weekly and submit a report to the ASSOCIATION representative every Friday before 2:00 pm via email and/or written report. The inspection report shall at a minimum identify all major completed tasks such as but not limited to: detail work completed, quarterly seasonal work completed, chemical and fertilizer applications,

irrigation repairs, drainage concerns or corrective actions, list of removed plants and trees (to include type, quantity and locations), record of mowing, trash and leaf removal. The report should also detail any problems that need to be brought to the attention of the ASSOCIATION representative.

The contractor shall furnish an annual inspection report by August 1st each year to the ASSOCIATION representative. This inspection report shall identify any landscape or program deficiencies, equipment or materials that may need to be repaired and/or replaced and any additional maintenance operations required in the following fiscal year which commences on January 1st. Said report shall clearly itemize and identify equipment or materials with manufacturers name, product number, size, etc., or any additional maintenance services and shall include total estimate costs for each item.

- 1.13 All water and electricity shall be provided by the ASSOCIATION. Necessary specialized connections shall be provided by the Contractor. No onsite storage or dump facilities will be provided. Specially designated restrooms in the Elmhurst Cabana are provided for the crew's use.

2. Term/Renewal/Termination

- 2.1 The term of this Agreement shall be for a period of one (1) year beginning on January 1, 2017 and terminating on December 31, 2017, unless terminated by either party at an earlier date in accordance with the terms of this Agreement. The Association shall have the option to extend the term of this agreement for one (1) year by giving written notice of intent to the Contractor not less than sixty (60) days before the termination date of this agreement. If no notice is provided by either party, contract will be extended with the same terms on a month to month basis.
- 2.2 This Agreement may be terminated as follows:
- a. *Conclusion of Term.* The Agreement shall automatically terminate upon the expiration of the term set forth in paragraph 2.1.
 - b. *Written Notice.* ASSOCIATION or Contractor may terminate this Agreement prior to the conclusion of the term set forth in paragraph 2.1, without cause, by providing thirty (30) days written notice to the other party.
 - c. *Complaint Resolution.* In the event that complaints by the Association over unsatisfactory work are not corrected to the satisfaction of the Association, the Association may issue a written NOTICE OF UNSATISFACTORY PERFORMANCE to the Contractor, which will describe the complaint and specify a time period to resolve the complaint. Failure to resolve the complaint within the specified time period may be considered a material breach.
 - d. *Material Breach.* ASSOCIATION or Contractor may terminate this Agreement with seven (7) days written notice in the event that ASSOCIATION or Contractor fail to comply with the terms of the Agreement.

If upon termination of this Agreement, pursuant to paragraph 2.2 (b) or (c), Contractor has received its full payment for those Services set forth in "Exhibit A - Landscape Services", Contractor shall be obligated to return that portion of the payment for the value of Services not yet rendered. If Contractor has not received its full payment for those Services set forth in "Exhibit A - Landscape Services", then Contractor shall prepare a final bill for the value of Services actually rendered. Final payment to Contractor shall be provided within thirty (30) days from receipt of the final bill.

3. Contract Price and Payment

- 3.1 Contractor shall receive monetary compensation for Services provided pursuant to this Agreement in the amount of **\$28,567.00** each month to perform the Services in “Exhibit A - Landscape Services” for the areas shown on the maps in “Exhibit B - Miscellaneous Provisions”.
- 3.2 If any repair or other services are requested by ASSOCIATION, other than those Services set forth in “Exhibit A - Landscape Services”, Contractor shall perform such services according to the pricing sheets set forth in GP Landscape’s 2017 Price List.
- 3.3. Contractor shall invoice for all payments requested under paragraphs 3.1 and 3.2, above. The Contractor shall submit an itemized monthly invoice showing services performed. Accompanying the invoice shall be a report for the invoice period, in digital form that includes dates, quantities and locations of all chemical applications as well as the maintenance work performed during the invoice period. The ASSOCIATION reserves the right to pay on the performance of each area within the contract. Payments are due within thirty (30) days of invoice.
- 3.4 Extra Work: At times extra work may be needed. It may include, but not be limited to, the following:
- Replacement of plant materials due to failures beyond the Contractor’s control such as vandalism or “Acts of God”
 - Replacement of worn or damaged sprinkler heads, valves, couplers, etc.
 - Any additional treatment required for planting such as soil amendments or changes to irrigation.
 - Laboratory costs for soil or plant testing.
 - Remedial landscaping. No changes will be made to the existing landscape without prior direction in writing by the ASSOCIATION representative.
- This contract does not grant the Contractor the exclusive right to said extra work, and Contractor shall advise the ASSOCIATION of any work which it cannot perform under this contract.
- The following procedure will govern such extra work:
- Work will be executed under a time and material basis or an agreed upon lump sum price, depending on the nature of the work.
 - Extra work will not be completed without written authorization.
 - Extra work will be billed on a separate monthly invoice. A copy of the written authorization will be included with the invoice.
- 3.5 Penalty Charges will be deducted by the ASSOCIATION from base invoice payments to cover any expenses incurred by the Contractor. Such expenses shall include, but not be limited to:
- Expenses incurred by Owner due to non-response to emergency calls.
 - Expenses due to lost keys, locks and/or other security devices.
 - Damage to property due to Contractor negligence.
 - Water usage fines that are determined to be caused by Contractor negligence.

4. Insurance

- 4.1 Contractor shall procure and maintain, at its cost and expense, insurance policies as described below, with reliable insurance companies, and in a form acceptable to ASSOCIATION. Contractor shall have ASSOCIATION named as an additional insured on the liability and automobile insurance policies specified below, and shall provide proof of same within ten (10) days of executing this Agreement.
- a. *Commercial General Liability Insurance.* Contractor shall procure and maintain a general commercial liability insurance policy with limits not less than one million (\$1,000,000) dollars per occurrence against any liability imposed by law for damages to property and for bodily injuries, including death, suffered or claimed to have been suffered by reason or in consequence of any act or omission of Contractor, any employee or agent.
- b. *Workman's Compensation Insurance.* Contractor shall procure and maintain workman's compensation insurance as required by law for the protection of itself and its employees or agents.
- c. *Automobile Liability Insurance.* Contractor shall procure and maintain automobile liability insurance for all owned, hired and non-owned vehicles.
- 4.2 Prior to the commencement of work, Contractor shall provide evidence in the form of certificates of insurance to ASSOCIATION. The certificates shall provide that the insurance will not be cancelled, reduced or otherwise modified without fifteen (15) days written notice to ASSOCIATION.
- 4.3 If requested by ASSOCIATION, Contractor shall provide satisfactory documentation to ASSOCIATION to establish that the insurance required in Section 4.1 covers work or services rendered to or for a homeowners association. Failure to provide such documentation shall be deemed a material breach of this Agreement and ASSOCIATION shall be entitled to terminate the Agreement upon two (2) days written notice to Contractor.

5. Contractor as Independent Contractor

- 5.1 The relationship of Contractor to ASSOCIATION shall be that of an independent contractor and not an employee. Contractor's employees, if any, shall not be employees of ASSOCIATION. Accordingly, ASSOCIATION shall not withhold any amounts for employment-related taxes from the compensation paid to Contractor and shall not be responsible for the payment of any employment taxes, unemployment insurance, workers compensation insurance or any employee-related expenses, including without limitation employee benefits, holiday pay, vacation pay and sick pay, with respect to Contractor or Contractor's employees.

6. Indemnification

- 6.1 With the exception that the following provisions shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold ASSOCIATION its officers, directors, members, employees and agents harmless against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, including attorneys' fees and costs, losses, or liabilities, in law or equity, of every kind and nature whatsoever (for, but not limited to, bodily and personal injury to any person or entity, and damage to or destruction of property), arising out of or in any manner directly or indirectly resulting from negligent acts or omissions by Contractor, its agents or employees connected with the services to be provided under this Agreement; and

b. Any and all penalties imposed on account of the violation of any law or regulation by Contractor, its employees or agents that arise or result from the Contractor's performance of its obligations under this Agreement. Contractor shall (i) at Contractor's own cost, expense, and risk, defend the ASSOCIATION in all suits, actions, or other legal proceedings that may be instituted by third persons to remedy any such violation, or to enforce any such penalty; (ii) pay and satisfy any judgment or decree that may be rendered against ASSOCIATION of any of them, in any such suit, action, or other legal proceedings; and (iii) reimburse the ASSOCIATION for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this paragraph.

ASSOCIATION's right to indemnification by Contractor shall be independent of ASSOCIATION's rights under the insurance to be provided by Contractor. Contractor's duty to defend shall arise at the time of notification by the ASSOCIATION of any claim, complaint, and/or cause of action or penalty. Contractor's duty to defend ASSOCIATION is entirely separate from, independent of, and free-standing of Contractor's duty to indemnify ASSOCIATION, including without limitation, the defense of ASSOCIATION against claims for which ASSOCIATION may be liable, and applies whether the issue of Contractor's negligence, detriment, arising out of or resulting directly or indirectly from Contractor's performance of the work. It is the parties' intention that ASSOCIATION shall be entitled to obtain summary adjudication of Contractor's duty to defend ASSOCIATION at any stage of any action or suit within the scope of this paragraph.

7. Warranty

- 7.1 *Service Warranty.* Contractor shall perform all Services in accordance with generally accepted industry standards. Any deficiencies in Service shall be reported to Contractor in which event Contractor shall re-perform such service within seventy-two (72) hours of notification. Irrigation issues shall be dealt with immediately. If Contractor is unable to correct the deficiencies in Service within the timeframes herein, then ASSOCIATION shall be entitled to recover the fees paid to Contractor for the deficient Service and terminate the Agreement.

8. Compliance with Laws and Regulations

- 8.1 Contractor agrees to comply with all laws, ordinances, rules, and regulations that affect the scope of work required by this Agreement, including but not limited to those relating to safety, hazardous materials, and equal employment opportunities.
- 8.2 Contractor shall obtain, at its sole cost, licenses required to perform the services outlined in this Agreement including, but are not limited to: California Landscape Contractor's License (C-27), Pest Control Applicator License (OPR, PR), and a Business License in the County of Sacramento. All required permits and licenses shall be maintained in force and copies presented to the representative for the ASSOCIATION.

8.3 All materials used shall either conform to bid specifications or shall otherwise be acceptable to the ASSOCIATION’s representative. The County Agricultural Commissioner’s Office and the ASSOCIATION shall be given, as required by law, a monthly record of all herbicides, insecticides, and disease control chemicals used.

8.4 All chemicals shall be applied according to manufacturer specifications and in strict accordance with all state, county and local laws. All chemicals used shall NOT detrimentally affect fish or animal life.

All services and materials shall comply with the California State Division of Industrial Safety Orders and O.S.H.A. Material Safety Data Sheets shall be provided to the ASSOCIATION representative for all chemicals used.

Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public.

Traffic control and public safety: Contractor shall at all times conduct their work so as to assure the least possible obstruction to traffic and inconvenience to the general public and adequate protection of persons and property in the vicinity of the work. The Contractor shall be responsible for safety to traffic within the project limits and on the approaches to the project.

9. Notice

9.1 Any notice shall be sent to the address of the recipient set forth below and shall be deemed delivered (a) when received if personally delivered, (b) the next business day if timely deposited with a recognized delivery service that guarantees following business day delivery, or (c) three (3) calendar days after deposit in the U.S. mail, first-class postage fully prepaid. Any party may change its address by notifying the other party in accordance with this section.

ASSOCIATION: Nepenthe Association
1131 Commons Drive
Sacramento, CA 95825

Attn: General Manager

Contractor: GP Landscape
P.O. Box 22926
Sacramento, CA 95822

Attn: George Procida

10. Attorneys' Fees and Costs

10.1 In the event a dispute arises under, or is related to, this Agreement and whether or not a lawsuit is filed or commenced, the prevailing party shall be entitled to all fees and costs, including attorneys' fees, incurred to enforce the terms of this Agreement.

11. Modification of this Agreement

11.1 No modification of this Agreement shall be made or effective unless, and until, such modification is executed in writing by ASSOCIATION and Contractor.

Nepenthe Association | 1131 Commons Drive | Sacramento, CA 95825 | 916.929.8380
Nepenthe.HOA@fsresidential.com

12. Complete Agreement

- 12.1 This Agreement, including all Parts referenced and attached hereto, represents the complete understanding of the Parties with respect to its subject matter.

13. Headings

- 13.1 The headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

14. Choice of Law

- 14.1 This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

15. Signatures

This contract and all named exhibits are hereby entered into effective January 1, 2017 at Sacramento, CA.

NEPENTHE ASSOCIATION

GP LANDSCAPE

Signature

Signature

Print name

Print name

Date

Date

Landscape Maintenance Contract

Between GP Landscape and Nepenthe Association

Exhibit A - Landscape Services

1. Maintenance Materials and Practices- Summary of Expectations

A. FERTILIZER

- a. All fertilizers shall be horticultural grade complete formula fertilizer and shall conform to the applicable state fertilizer laws.
- b. Approved equals to the fertilizer products specified herein shall be accepted if approved by the ASSOCIATION representative.
- c. A complete turf maintenance fertilizer shall be used to provide the proper ration of major minerals needed by the turf annually as well as those minor elements needed to promote healthy and aesthetic conditions. ASSOCIATION advocates that the Contractor perform annual soil testing in the fall prior to any late season fertility application to acknowledge the possible excesses and deficiencies in the soil and prepare to amend them as needed.
- d. A complete fertilizer (major and micro nutrients) with “non-staining iron” shall be applied three to five times annually at the recommended rate determined by Contractor with approval of ASSOCIATION representative. Best 16-6-8, Best “Turf Gold” 21-3-5, Pro Prills 12-8-16, or comparable fertilizers are examples of “complete” fertilizers. Complete fertilizers may contain pre-emergent weed control to prevent annual weeds and grasses. They should be applied at recommended rates and follow all state and federal regulations. Notify Association representative when fertilizers are applied so that homeowner queries may be properly responded to.
- e. A “complete” cool season fertilizer to promote healthy growth and green color shall be used once annually in the winter at a recommended rate to be determined by the Contractor and approved by the ASSOCIATION representative. Approved fertilizers would be Best Nitra King or Nitrex 20-4-7 or comparable.
- f. Trees/shrubs/groundcover/vines/flowers shall be a “complete” fertilizer with non-staining iron which takes into account the seasonal and mineral (acid loving, flower bloom need) growing needs of the trees, plants and flowers. A pre-emergent weed control product may be contained in the product which shall be applied at the recommended rates and follow all state and federal regulations.
- g. Contractor shall take extreme care when fertilizing around the swimming pools. If it is determined that the fertilizer used by Contactor has stained the bottom of the pool and/or spas, Contractor will be held liable for said repairs.

B. WEED CONTROL

- a. Turf areas shall be kept free of Broadleaf. Pre-emergent weed control shall be either granular or spray pre-emergent material approved by the ASSOCIATION representative. Materials that are under the trade name of Pendamethilin, Dimension, or Barricade or comparable may be used per label directions. In landscaped areas Surflan or Ronstar or comparable may be used per label directions. **Weed control is a daily function and requires special attention during different parts of the year. Liquidambar suckers at tree removal sites are considered weeds.**

- b. Post emergent weed control in landscapes shall be glyphosphate or generic equivalent.
- c. Post emergent weed control on common area broadleaf weeds and annual weeds such as poa annua, crabgrass, nutsedge, barnyard grass and goose grass will be controlled with the appropriate labeled product for lawns. Materials are varied so the Contractor must get approval from the ASSOCIATION representative for the product or products to be used. The Contractor will follow all laws, regulations and label directions.
- d. Post emergent weed control products will not be used at any time to edge turf around light posts, signs, trees and where turf meets ground cover.
- e. All herbicides used must be on the Department of Agriculture's approved list. The Contractor shall provide appropriate permits and licenses before any herbicides are used. Herbicides shall be brought to the work site in original manufacturer's container properly labeled with guarantee analysis. All spraying shall be done with extreme care by qualified, appropriately licensed applicator and follow all state regulations including proper signage. Contractor shall have immediate access to MSDS sheets during spraying and must make a copy available to ASSOCIATION representative for file purposes. No chemicals may be stored on the ASSOCIATION site.

C. PEST AND DISEASE CONTROL

- a. The Contractor is responsible for all materials (and their performance) and labor in applying any pesticides as required to perform to the standards of the landscape contract.
- b. The Contractor is responsible for all applications of all pesticides needed to maintain healthy and pest free common areas, landscape plants, flowers, landscape beds, trees and in so doing following all laws and regulations associated with any application as scheduled or needed.
- c. The Contractor should be aware of the timing and method of elimination of any pest acknowledged to be possibly active in the ASSOCIATION region. Some area pests and weeds to take note of are:
 - i. Voles, gophers, skunks, raccoons, and other vermin.
 - ii. Aphids, borers, scale, pine pitch moths, cutworms, sod webworms and grubs in the landscape plantings and lawns.
 - iii. Ants in electrical and satellite irrigation control boxes.
 - iv. All lawn, ornamental plants and flower diseases common to the Sacramento area.
 - v. Crabgrass, nutgrass, goose grass, barnyard grass and annual bluegrass control as well as star thistle control.

D. PRUNING

- a. All shrubs and ground cover shall be pruned when appropriate to remove dead or damaged branches and maintain the natural form of the plant and adhere to a **more natural look** as approved by the ASSOCIATION representative.
- b. Pruning should be executed to maintain the health, safety and aesthetic form of the shrubs and ground cover. It will also be done to maintain traffic safety as well as needed sound insulation where plantings are near Howe Avenue.
- c. Shrubs shall be pruned to prevent encroaching on walks and to prevent rubbing against fences, walls, or buildings while maintaining traffic safety, resident safety and sound wall insulation. It will also be done to remove suckers, water sprouts and other undesirable growth.
- d. Pruning shall be performed on a regular basis to remove hazardous growth material and to keep plants within intended bounds for safety. Street median plantings are high priority as well as the upkeep of aesthetics around the amenities.

- e. All debris created by pruning shall be removed immediately from the pruning site.
- f. All pruning shall be done by qualified professional personnel using recognized and approved methods and techniques.
- g. Where directed by the Association representative, pruning of mature, woody plants shall be severe to a height of 24” to 36” to generate new growth patterns.

E. TREE MAINTENANCE

- a. All trees shall be maintained in their natural shapes. Pruning shall be accomplished to promote sound structure, appearance and health. The Association’s Tree Service Contractor has the responsibility for pruning above 15 feet in height.
- b. All trees shall be maintained to the following vertical clearances at all times: Sidewalks: 8’, Roadways: 14’, Building Siding: 3’, Roof: 8’, Signs: as needed for visibility, Lights: as needed for visibility.
- c. Trees shall be pruned to cut back branches that encroach on walks, fences, homes, buildings and street signs and to remove dead or damaged branches. They shall be thinned as needed. Contractor shall make proper cuts as per ISA (International Society of Arboriculture) standards. No heading cuts will be used. Only handsaws and by-pass pruners will be used. Young trees shall be pruned as described in “Exhibit B - Standards and Practices for Pruning Young Trees”.
- d. Trees shall be pruned to remove suckers, water sprouts and other undesirable growth.
- e. Pruning to remove hazards shall be done immediately.
- f. Dead or disease infested trees shall be reported to the ASSOCIATION representative immediately upon detection. ASSOCIATION will have the Tree Management Company Contractor determine condition of said tree(s) and report findings to ASSOCIATION representative for remedy.
- g. Trees will receive a top dressing of mulch or compost, in a neat circle of a diameter appropriate for the tree size every March and August to help the trees retain moisture and nutrients to a minimum depth of 3 inches. This top dressing is not to be confused with walk-on bark and the cost is to be included in the base contract price.

F. TREE PLANTING

- a. Contractor will plant trees in compliance with “Exhibit B - Miscellaneous Provisions: Board Adopted Standards & Practices for Tree Planting”.
- b. Under no circumstances shall the nursery stake be left on the new tree after it is planted.

G. TREE STAKING

- a. The Contractor as part of the contract is responsible for maintaining the growing integrity of young trees in ASSOCIATION by managing their tree stakes. The Contractor will determine those trees that need a continuance of staking and those that no longer require it by informing the ASSOCIATION representative.
- b. Wood tree stakes for 15-gallon and larger trees shall be lodge pole pine stakes that are full length and should be treated wood. Minimum nominal size should be two (2) inches in diameter by ten (10) feet long and pointed at one (1) end (adjust length to fit tree). Stakes shall be free from knots, checks, splits or disfigurements. They shall be in alignment with the prevailing wind conditions. Wood tree stakes for the 5-gallon trees supplied by the Sacramento Tree Foundation may be the stakes provided with the trees. These guidelines shall be followed unless specifically approved otherwise by ASSOCIATION representative.
- c. Ties shall be twenty-four (24) inch length cinch ties as approved by the ASSOCIATION representative. Ties for 5-gallon trees may be formed with nursery tape.

- d. Tree stakes shall be removed as soon as the tree is stable and should be left in place for maximum of two growing seasons to encourage strong trunk and root growth and accelerate tree growth.

H. IRRIGATION SYSTEM MAINTENANCE

- a. The irrigation system shall be properly maintained by a full-time, five (5) working days a week on-site irrigation technician overseen by the landscape project manager or supervisor. Minimum qualifications for the irrigation technician and foreman shall include a complete knowledge of the state-of-the-art computer irrigation, operation of electronic irrigation controllers including maintenance and trouble shooting, landscape irrigation repair and maintenance (valves and sprinklers), and the ability to recognize changing soil conditions and drainage problems in order to apply the proper proportion of water in season to the turf and plants. Contractor must be familiar with Hunter and Baseline controllers as both are in use at Nepenthe.
- b. Contractor shall maintain and update, as necessary, detailed valve maps and wiring diagram. All changes to the system must be updated on map and a copy provided to the ASSOCIATION representative.
- c. The Contractor shall correct and repair all problems found in the distribution system such as turf covered sprinklers, sprinklers impacted by plant growth, distribution line breaks, lateral line breaks, main line breaks, leaks, clogged lines, clogged drip emitters and clogged heads at the time of discovery. All parts and/or material from the "T" up are included in this Scope of Work and will NOT be considered as an extra to the contract. Any extra work will be charged in compliance with GP Landscape's 2015 Price List.
- d. Problems found in the supply system shall be reported immediately to the ASSOCIATION representative.
- e. Daily supervision and check of the irrigation system during the irrigation season (February through October) as well as once per month inspections of the distribution system is required to prevent turf and plant loss as well as a waste of resources. The inspections shall be to ensure the proper activation and the detection of leaks, broken or malfunctioning components, sprinkler damage and proper coverage. Cleaning of valve filters shall also be completed during this inspection. In off season sprinklers shall be checked one (1) time per month by section to maintain workability, especially if irrigation should be required during long dry spells during the off season.
- f. Replace any circuit panel at controllers damaged by water due to infiltration at Contractors expense. Does not cover water damage due to vandalism.
- g. Replace any circuit panel at controllers damaged by insect or rodents at Contractors expense
- h. The irrigation system controllers shall be adjusted so as not to exceed daily evapotranspiration. The irrigation season runs from approximately February 15th until October 30th. Irrigation controls shall be adjusted constantly based on plant and turf needs and climate conditions to provide essential water supplies to all landscaped areas. It is a primary responsibility of the Contractor to program the computer in a manner that prevents runoff on hardscapes. An accurate controller program is to be provided to ASSOCIATION representative every time any change is made. This program can be a hard copy or a flash drive.
- i. The Contractor shall inspect and adjust the entire irrigation system including heads, emitters, automatic valves, regulating devices and controllers no less than every four (4) weeks to assure that all equipment is working properly, coverage is adequate to sustain plant growth and there is no overspray onto paved areas, buildings, walls, windows and other built objects within reason. The findings of said inspections and adjustments will be reported to ASSOCIATION representative in the weekly report.
- j. All inspections, adjustments and cleaning of irrigation system are included in the irrigation bid as part of the contract rate. Labor for controller repair or replacement, updated parts, control

board replacement or repair will be the responsibility of ASSOCIATION. Technical training will be at the expense of the Contractor.

- k. Any damage done to the systems and caused by the Contractor's operations or negligence shall be repaired without charge to ASSOCIATION. Repairs shall be made immediately to prevent the waste of water as well as potentially creating a hazard. Major irrigation repair that may include the removal and repair of concrete or asphalt will be negotiated with the Contractor and ASSOCIATION representative. No work shall begin without approval from ASSOCIATION representative.
- l. Accidental damage or vandalism not resulting from the Contractor's negligence or operations shall be reported to the ASSOCIATION representative. ASSOCIATION representative will determine the necessary action to resolve and will issue a work order for work to be done.
- m. The Contractor shall review all maintenance areas to identify and correct system problems including but not limited to, heads, overgrown plant material, run-on valves, valves not operating and areas that may need adjusting to provide optimum soil moisture. System failures should be isolated and reported to the ASSOCIATION immediately. Irrigation repairs are to be diligently performed within twenty-four (24) hours of identification.

I. WATERING (PLANT IRRIGATION)

- a. The Contractor is responsible for managing the day-to-day water requirements of the landscape and turf during the irrigation season which can be from, but not limited to, the months of February through October using any mechanism that assists in the operation of irrigation satellites, valves, sprinklers and emitters. The Contractor shall apply water in a manner that promotes plant health, aesthetics and respects the cost and efficient use of resources in an environmentally sound method and prevents the die-off of trees, shrubs and turf from lack of water. The Contractor shall communicate irrigation requirements and issues on a weekly basis with the ASSOCIATION representative as prescribed in "Contract Scope of Work: 1.10 Reports".
- b. Shrub beds shall be irrigated to maintain health and horticultural acceptable growth and color and to promote deep rooting. Irrigation rates for shrub areas shall be applied in such a manner as to keep surface runoff at a minimum.
- c. All turf areas will be irrigated based on needs. Water requirements are based on turf health, aesthetics and City of Sacramento watering restrictions. Turf areas will be visually inspected daily for areas of over or under watering and adjustments to the system will be made before the next watering cycle. Surface runoff will be kept to a minimum to keep sidewalks safe. All sprinklers will be edged to provide proper water distribution.

J. TURF AND PLANT REPLACEMENTS

- a. Plant and turf replacement liability are tied to irrigation maintenance responsibility. Dead plant removal is part of the contract regardless of who maintains the irrigations systems.
- b. If it is determined that plant material died due to Contractor negligence, the Contractor shall be solely responsible for all costs associated with plant replacement which shall be done within seven (7) days or as directed by the ASSOCIATION representative.
- c. The Contractor will remove all dead or declining plants monthly. Replacement of dead or declining plants shall occur within two (2) weeks of removal or upon receipt of work order authorizing same from ASSOCIATION representative, except during the summer months when replacement may be held until the cooler season.
- d. Replacement plants shall be appropriate for the location and on "Exhibit B - Miscellaneous Provisions: Plant Palette" in a size and condition acceptable to the ASSOCIATION representative.

- e. Plant substitutions, if required, must be approved by the ASSOCIATION representative.
- f. Remediate or replace patches of dead turf. Remove sod and cultivate to a depth of six (6) inches and apply a pre-plant fertilizer. In general, dead turf areas will be reseeded after said ground preparation. In certain areas where specified by the Association representative, replace turf with sod variety to match that which exists. All patches shall be neat and uniform. Replacement turf shall be accomplished as part of the base contract bid by the Contractor unless it is determined that the turf failure is due to factors outside the Contractor's control.

2. Execution of the Contract- Specifications and Standards

A. GENERAL MAINTENANCE GUIDELINES

- a. Proper maintenance, including watering, weeding, mowing, edging, fertilization, repairing, replacing, and protection shall be required for the life of the contract.
- b. Trash, fallen limbs, chunks of concrete or brick and abandoned plant materials or disposable plant containers shall be monitored and picked up continuously by Contractor employees without needing to be instructed to do so.
- c. Gas or electric powered leaf blowers shall not be operated before 9:00 a.m. or after 5:00 p.m.
- d. Homeowner "green waste" will be collected and removed from the property every Monday morning. Homeowners have been instructed to bag their green waste and deposit the bags at the junction where their alley meets the street. When bags of green waste are picked up on the streets on days other than Mondays, Contractor is to inform ASSOCIATION representative of location and number of bags so contact can be made with homeowners for compliance.
- e. It will be important for maintenance staff to establish priority when dealing with maintenance functions at the site. Plant longevity and protection of ASSOCIATION's investment is a foremost function of the landscape maintenance personnel.
- f. Damaged or dying plant material should be pruned out or removed as soon as possible to avoid disruptions and distractions to the overall look of the landscape. Approval for this work is to be requested from the ASSOCIATION representative and replacements are to be planted within two weeks of receiving a work order keeping every planting area filled in.
- g. Contractor may be required, from time to time, to contract directly with a homeowner for plantings when the homeowner has applied and received approval from Management and the Grounds Committee to do so.
- h. If it is demonstrated that plant material died due to "Contractor negligence," the Contractor shall be solely responsible for all costs associated with plant replacement. All other plant material replacement will be with the Contractor providing labor as part of this contract base price and ASSOCIATION providing plant material. It is anticipated that all plants will carry a one (1) year warranty to ensure proper maintenance and planting practices. Plants will be planted according to specifications provided by the ASLA and CLCA.
- i. Only skilled workmen shall perform pruning work in accordance with standard horticultural pruning practices. Remove from the project all pruned branches and material. Remove and replace any plant material excessively pruned or malformed resulting from improper pruning practices at no additional costs to ASSOCIATION.

B. TREE PRUNING AND CARE

a. General

- i. The Contractor is responsible for the care of all trees within their contract area, including the maintenance of branches that originate at a height of up to fifteen (15) feet. All tree work above fifteen (15) feet will be handled by the ASSOCIATION Tree Management Company Contractor.
- ii. It is required that all tree care be performed under the supervision of a certified arborist.
- iii. All trees shall be pruned by experienced and trained professionals who adhere to the Western Chapter of the International Society of Arboricultural standards. Contractor shall make proper cuts as per ISA (International Society of Arboriculture) standards. No heading cuts will be used. Only handsaws, chainsaws and by-pass pruners will be used.
- iv. The pruning specifications are presented as a working tool, recognizing that trees are individually unique in form and structure and that their pruning needs may not always fit strict rules. The arborist shall take responsibility for special pruning practices that may vary from these specifications.

b. Pruning Young Trees

- i. Pruning young trees shall conform to “Exhibit B - Standards and Practices for Pruning Young Shade Trees”. In general, young shade trees should not be pruned during the first two years so that maximum foliage is available for growth.
- ii. Conifer trees shall have central leaders and shall, generally, require no pruning except occasionally raise up lower branches so as to allow under story plants to grow properly. Conifers in turf areas shall not be raised up more than two (2) feet from their base to allow for lawn mower clearance. Conifers will be left to grow naturally to the largest extent possible.
- iii. Permanent branches
 - 1. Should be spaced and thinned to at least eighteen (18) inches apart of the mature trunk.
 - 2. Should be thinned to at least eighteen (18) inches apart, if the mature trunk diameter is expected to be larger than eighteen (18) inches.
 - 3. Select permanent branches that provide an even radial distribution about the trunk.
 - 4. Spacing can be less for smaller trees.
 - 5. Pruning should focus on appearance, maintaining sound structure health and appearance. Key items are removal of dead branches and thinning to reduce weight and wind sail effect.
 - 6. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a “tipped back” or pinched condition with as much foliage as possible to promote caliper trunk only after the tree is able to stand erect without staking or other support.
 - 7. Care must be taken with major pruning cuts that open cuts are able to shed water immediately from winter rains and irrigation water.

C. SHRUB PRUNING AND CARE

- a. Shrub plantings, for the most part, should be allowed to grow naturally without excessive amount of pruning. Where pruning is required, shrubs shall be pruned in a manner consistent with trees and under no circumstances will they be clipped into balled or boxed forms. **Shrubs**

that have previously been clipped into balled or boxed forms will be hard pruned in February 2016 to permit the shrub to recover a natural shape.

- b. The preferred method of pruning for shrubs is thinning or tip pruning branches. By caring for shrubs in this manner, fewer new shoots will be produced and the overall need for pruning will be reduced.
- c. Deciduous shrubs shall be pruned in the dormant season after the leaves have fallen. Prune back errant growth and crossing branches to accentuate the shrub's natural form.
- d. All clippings from the shrubs shall be removed as soon as possible so as to produce a clean and attractive look. Removal of ALL CLIPPINGS around and under shrubs is required to maintain the desired appeal by the ASSOCIATION.
- e. Median strip shrubs and alley shrubs shall be maintained at low growing heights to promote vehicle and pedestrian safety.

D. GROUND COVER CARE

- a. Ground cover areas have been planted either with small shrubs that intended to mass together to act as a solid mat/blanket or with plants that were grown in flats and are more vine-like in nature. Ground cover care shall conform to "Exhibit B - Standards and Practices for Turf and Ground Cover".
- b. Where there is no top dressing circle of mulch, an eighteen (18) inch diameter clear space is required around all tree trunks to reduce the competition for nutrients and to allow for a neat appearance. No clear space is intended to occur around the foliage (drip line) of shrubs in ground cover areas.
- c. General guidelines for weed, pest and disease control has been discussed in previous sections and shall be followed.

E. TURF CARE

- a. Turf care shall conform to "Exhibit B - Standards and Practices for Turf and Ground Cover". Turf care shall be completed in such a manner that not more than three (3) hours pass between the task of edging and the task of blowing.
- b. Edge sidewalks, trim around all valve boxes and trim around all utilities.
- c. Mowing shall be done by rotary mower using straight lines; the clippings shall be bagged. Mulching mowers are acceptable per direction of ASSOCIATION representative. Mowers shall be appropriate for the size and slope of the turf area and will not destroy turf when turning. Turf damaged by mowers will be repaired at Contractor's expense.
- d. When blowing, care shall be taken not to blow materials into shrub beds under patio gates or into swimming pools. Substantial debris that would be visible shall be raked and removed prior to blowing. The Contractor shall avoid blowing large amounts of leaf material into mulched beds.
- e. Turf shall be mowed at least once every seven (7) days unless approved by the ASSOCIATION representative because of seasonal requirements. Mowing heights shall be 2.0-2.5 inches in the spring and summer and 2.0 inches in the fall and winter. All clippings shall be disposed of in a legal manner off site unless an approved mulching mower is used.
- f. All hardscape edges shall be trimmed at least once every seven (7) days to provide a neat appearance. All areas of hardscape are to be edged. If edging with the edger proves difficult, the edge must be re-established through hand digging and then maintained with edger. Clippings shall be cleared from all areas. Power blowers shall only be operated as described previously.
- g. Regular monthly inspections of turf areas for weeds, pests and diseases shall be made. Controlling weeds and pests shall be prioritized at all times. It should be noted that if turf areas

are kept in a healthy and fertilized state fewer herbicides, fungicides or insecticides will be necessary.

- h. Aeration (once in the fall) shall be part of the base bid. All turf areas shall be aerated one time per year within five (5) days prior to the application of a “complete” fertilizer. A coring tine aerator with a minimum size core of 5/8 inch by three (3) inch shall be used. Sprinkler heads must be staked prior to aerating. Any damaged incurred as a result of aerating shall be repaired at the Contractor’s expense.
- i. All turf areas shall receive the proper fertility and pesticide program as specified previously.

F. PERENNIAL CARE

All flowering perennials will be dealt with on an individual species basis as required by the individual conditions of plants. Stems, spent blossoms, dead and dying leaves and other unsightly debris will be gently pulled or cut from the plants by hand. It is preferred that mechanical or power equipment not be used for these tasks. “Heading” will be performed annually on plant species that require it.

G. ANNUAL CARE

- a. Color changes at the Dunbarton Circle and Elmhurst Circle monuments (provided that Annuals are planted at these monuments).
 - i. Color plants shall be replaced three (3) times per year with four (4) inch pots at eight (8) inch spacing. The appropriate “complete” fertilizer shall be used at the time of planting. Color shall be discussed and approved by the ASSOCIATION representative before planting.
 - ii. Color plantings shall be continuously maintained including replacing any dead plants and removing any spent blooms up to the next replacement planting.
 - iii. Care should be taken not to impact location signage and/or lighting at the entrances to ASSOCIATION by using annual flowering material that is not too tall.
 - iv. Soil replenishment in flower beds may need to occur from time to time. This will be at the Contractor’s expense.
 - v. Watering will follow guidelines as previously set forth.

H. FERTILIZATION

- a. General
 - i. Contractor shall include in the bid package a written fertilization schedule for turf and plants that cover a one (1) year period.
 - ii. The fertilization program and schedule included in this specification shall be for bidding purposes and shall be modified based upon the soil test results and with the approval of the ASSOCIATION representative.
 - iii. Provide the ASSOCIATION representative a twenty-four (24) hour notice prior to any fertilizer application. Contractor shall provide ASSOCIATION representative with all Material Safety Data Sheets prior to applying any fertilizer.
 - iv. Avoid applying fertilizer to the root ball and base of main stems; spread fertilizer evenly within plant drip line. Do not spread into any waterways or areas of environmental sensitivity such as the preserve areas.
 - v. In planting areas, water in fertilizer immediately after application.
 - vi. Apply fertilizer in accordance with manufacturer recommendations and safety instructions.

- b. Turf
 - i. Turf shall be green. It shall be fertilized with a total of at least six (6) pounds of actual nitrogen per one thousand (1,000) square feet per year. The number and rate of application and the type of nitrogen used shall depend on appropriate fertilizer formulation based on soil test recommendations and on individual site and seasonal conditions. Anticipate fertilizing turf at least **five (5) times per year** in February, May, July, September and November.
 - ii. Fertilization application rates shall be per material and manufacturer recommendations. Contractor shall take extreme care when fertilizing around the swimming pools. If it is determined that the fertilizer used by Contractor has stained the bottom of the pool and/or spas, Contractor will be held liable for said repairs.
 - iii. Any replacement turf shall match description of turf installation and the percentage of blue grass, rye, etc. shall be considered for year round appearance.
- c. Trees/Shrubs/Ground Covers
 - i. Fertilization schedule shall be per the manufacturer’s recommendations at least two (2) times each year.
 - ii. Fertilization Application Rates
 - 1. Trees shall be Best “Turf Gold” 21-3-5 or comparable applied at ½ pound per one (1) inch of trunk diameter. Distribute evenly under branches out to drip line.
 - 2. Shrubs shall be Best “Turf Gold” 21-3-5 or comparable applied by sprinkling ¼ cup evenly around drip line of each plant.
 - 3. Ground covers shall be Best “Turf Gold” 21-3-5 or comparable broadcast at five (5) pounds per one thousand (1,000) square feet
- d. Acid Loving Shrubs
 - i. Apply fertilizer in conformance with manufacturer recommendations.
 - ii. Begin feeding when plants shed their blooms.
 - iii. Sprinkle recommended amounts evenly around the plant about twelve (12) inches from the center.
 - iv. Apply water immediately and thoroughly after feeding.
 - v. Apply fertilizer monthly during the growth season.
 - vi. After growth stops and buds form use Best “Beauti-Bloom 0-10-10 Blossom and Root Builder” or comparable. Apply per manufacturer’s recommendations for each type of plant.

3. Specific Care for Association Amenities

A. GENERAL

- a. Dead and declining plants shall be removed as needed and a request for replacement shall be requested from the ASSOCIATION representative immediately.
- b. Bark in the amenity areas shall be maintained in a neat and tidy manner. Care must be taken to keep all drains and walkways clear of bark. Any thin areas shall be noted immediately and presented to the ASSOCIATION representative with a bid for replacement bark.
- c. Where there are groves of redwood trees, the duff shall be allowed to collect to a depth of no more than 2” and behave as a natural mulch. This will not apply where there is cobble placed under redwoods. Whether the area under the redwoods is bark and natural duff or cobble, other plant material and debris

should be removed during regular service days. Under no circumstances should there be bare, blown dirt under redwood trees- this is especially true under the redwoods in areas bordering neighboring properties or streets and on levy banks. Redwood sucker removal is a constant process and crews should be proactively monitoring it without needing to be directed to take care of it.

B. LARGE GREENBELT AREAS

- a. There are two large greenbelts on the property- the first runs from Commons Drive to Howe Avenue between Colby Court and Adelphi Court. The second runs west from Commons Drive between Swarthmore Drive and Vanderbilt Way. There are also a number of smaller greenbelts or open space areas between clusters of homes. These park-like areas are highly visible and the Contractor is expected to monitor these areas closely.
- b. Greenbelts shall be inspected every Friday morning to identify brown spots. At the discretion of the ASSOCIATION representative all brown spots may be painted with turf paint. All painting shall be completed each Friday no later than 4:00 pm. The contractor shall be responsible, at their expense, to paint any turf that is temporarily discolored. If turf does not come back within a reasonable time frame (two weeks) the Contractor will be responsible at their expense for remediating bare areas with seed or sod of a similar turf or another material approved by the ASSOCIATION representative.

C. CLUBHOUSE

- a. The Clubhouse is located at 1131 Commons Drive and consists of the clubhouse, parking lot and circle, pool deck with two pools and a spa and two large tennis courts. The clubhouse received new landscaping in March 2014. The extensive shrub beds are watered with a drip system. Covering the drip system is walk-on bark and ground cover. The goal is that, except directly under the redwoods, the ground cover will completely fill in. Until then, top dressing with fresh bark will be required. Contractor will monitor the bark and present a bid for replacement bark as needed.
- b. Contractor will provide the following services April through October at the Clubhouse by 9:30 am on Mondays, Wednesdays and Fridays:
 - i. Trash and debris clean up.
 - ii. Weed removal.
 - iii. Blow off pool deck and tennis courts, being very careful to keep debris out of the pools and spa.
 - iv. Address redwood suckers.
 - v. Check landscape drains.
 - vi. Trim bushes by hand as needed.
 - vii. Maintain 8' clearance under trees.

D. DUNBARTON CABANA

- a. The Dunbarton Cabana is located at 150 Dunbarton Circle and consists of a small clubhouse, pool and spa. Portions of the landscape are under renovation surrounding the pool deck. Contractor will take care to avoid blowing debris into the pools and spa.
- b. Contractor will provide the following services April through October at the Cabana by 10:00 am on Mondays, Wednesdays and Fridays:
 - i. Trash and debris clean up.
 - ii. Weed removal.
 - iii. Blow off pool deck and tennis courts, being very careful to keep debris out of the pools and spa.
 - iv. Address redwood suckers.
 - v. Check landscape drains.
 - vi. Trim bushes by hand as needed.
 - vii. Maintain 8' clearance under trees.

E. ELMHURST CABANA

- a. The Elmhurst Cabana is located at 101 Elmhurst Circle and consists of the facility manager's workshop, restrooms for swimmers, pool and spa and landscapers' restroom. Large portions of the landscape are

under renovation surrounding the pool deck. Contractor will take care to avoid blowing debris into the pools and spa.

- b. Contractor will provide the following services April through October at the Cabana by 10:00 am on Mondays, Wednesdays and Fridays:
 - i. Trash and debris clean up.
 - ii. Weed removal.
 - iii. Blow off pool deck and tennis courts, being very careful to keep debris out of the pools and spa.
 - iv. Address redwood suckers.
 - v. Check landscape drains.
 - vi. Trim bushes by hand as needed.
 - vii. Maintain 8' clearance under trees.

F. TENNIS COURTS

- a. Aside from the clubhouse tennis courts, there are two more tennis centers on the property. One on the west side of Commons Drive between Vanderbilt Way and Elmhurst Circle. The second is located just north of University next to 316 Elmhurst Circle. The courts will be monitored by the Contractor and blown off three days per week.

G. UNIVERSITY STORAGE LOT

- a. It is the Contractor's duty to regularly monitor the fenced storage lot next to the tennis courts on University. The area should be kept clean and tidy. Turf areas should be mown, edged and irrigated.



4807 Auburn Blvd.
 Sacramento, CA 95841
 (916) 348-9378
 FAX 348-9379

ESTIMATE

DATE	ESTIMATE NO.
7/24/2017	43321

NAME / ADDRESS

Nepenthe Association
 1131 Commons Drive
 Sacramento CA 95825

TERMS

REP

Due on receipt

RJS

THIS ESTIMATE IS VALID FOR 30 DAYS

QTY	ITEM	DESCRIPTION	COST	TOTAL
1	ARTWORK SETUP	LAYOUT AND SETUP	125.00	125.00
1	SIGNS	One Single faced non-illuminated wall sign Aluminum pan with 1/2" Raised Acrylic letters painted One shot metallic gold to read " Nepenthe Clubhouse" with rule line Address to be 3m Metallic gold vinyl Lower badge to be 1/2" Acrylic painted One shot metallic gold with Brown vinyl lettering Body of pan to be texture coated and painted Includes all materials and labor	1,438.00	1,438.00T
1	INSTALLATION	Install sign to wall with angle cleat, blind mount	325.00	325.00
		Sales Tax	8.00%	115.04
			TOTAL	\$2,003.04





4807 Auburn Blvd.
 Sacramento, CA 95841
 (916) 348-9378
 FAX 348-9379

ESTIMATE

DATE	ESTIMATE NO.
7/19/2017	43317

NAME / ADDRESS

Nepenthe Association
 1131 Commons Drive
 Sacramento CA 95825

TERMS

REP

Due on receipt

RJS

THIS ESTIMATE IS VALID FOR 30 DAYS

QTY	ITEM	DESCRIPTION	COST	TOTAL
1	ARTWORK SETUP	LAYOUT AND SETUP	125.00	125.00
1	MONUMENT	One Single faced non-illuminated monument sign, parallel to roadway Brick construction for base to match as close as possible to Elmhurst Cir Body to be Aluminum constructed, texture coated and painted 1/2" Raised Acrylic letters painted One shot metallic gold to read " Nepenthe Clubhouse" with rule line Address to be 3m Metallic gold vinyl Lower badge to be 1/2" Acrylic painted One shot metallic gold with Brown vinyl lettering Includes all materials and labor	3,195.00	3,195.00T
1	INSTALLATION	Excavate pad style footing, prepare rebar and pour concrete Build brick base Set sign and secure in place	3,250.00	3,250.00
1	PERMITS	Supply necessary drawings, file and secure permits. ***Note: Actual city fees are additional and will be billed separately.	300.00	300.00

TOTAL



4807 Auburn Blvd.
 Sacramento, CA 95841
 (916) 348-9378
 FAX 348-9379

ESTIMATE

DATE	ESTIMATE NO.
7/19/2017	43317

NAME / ADDRESS

Nepenthe Association
 1131 Commons Drive
 Sacramento CA 95825

TERMS

REP

Due on receipt

RJS

THIS ESTIMATE IS VALID FOR 30 DAYS

QTY	ITEM	DESCRIPTION	COST	TOTAL
		Additional options available Solar Flood lamp and install. ADD \$285.00 Double faced perpendicular to roadway, ADD \$945.00 Two Solar flood lamps and installed. ADD \$513.00 Unit identification or Garage...Same size on both 5" x 10" x .125" Acrylic Sub surface paint and vinyl Without frame \$26.00 each Frame \$18.00 If eight (8) or more units are ordered at same time 20% disc. Sales Tax	8.00%	255.60
			TOTAL	\$7,125.60

Tree Work Proposal



9530 Elder Creek Road, Sacramento, CA 95829 P.916.231.8733

DATE: 07/10/2017

RE: Tree Work Proposal – from Arborist Report 7/5/17
Nepenthe Association
Sacramento

This Proposal is to provide labor and material as stated below. All tree work is in accordance with ANSI A300 standards and the scope of work referenced in Addendum #1.

Tree Species	Location	Qty	Service Description	Price	Initial for Approval
Live Oak	Zone 3 #887 2312 Swarthmore	1	Prune to remove dead wood encourage proper development	\$360.00	
Red Bud	Zone 3 #879 2320 Swarthmore	1	Remove tree and replace with a shade tolerant species	\$75.00	
Crepe Myrtle	Zone 3 #881 2320 Swarthmore	1	Structural pruning to encourage proper development	\$75.00	
Redwood	Zone 3 #870-#874 2322 Swarthmore	5	Prune to remove dead wood encourage proper development	\$680.00	
Sweetgum	Zone 3 #846-#848 409 Dunbarton	3	Structural prune to reduce weight	\$1,800.00	
Deodar Cedar	Zone 3 962-#964 405/407 Dunbarton	3	Pruning to clean canopy, remove dead wood and reduce weight	\$2,240.00	
Sweetgum	Zone 3 - #974 201 Dunbarton	1	Full prune of tree canopy	\$680.00	
Birch	Zone 3 #794 607 Dunbarton	1	Tree removal and replacement	\$250.00	
Chinese Elm	Zone 3 #994 607 Dunbarton	1	Structural pruning to encourage proper development	\$450.00	
Birch	Zone 3 #785 709 Dunbarton	1	Prune to remove broken limbs; remove concrete poured around base; monitor tree for health	\$75.00	
Locust	Zone 3 #763-#765 811 Dunbarton	3	Prune to reduce weight and clean canopy of dead wood	\$450.00	
Tulip Tree	Zone 3 #1015 713 Dunbarton	4	Full prune of tree canopies	\$1,800.00	
Ash	Zone 3 #1035 813 Dunbarton	1	Full prune of tree canopies	\$450.00	
Birch	Zone 3 #1037 817 Dunbarton	1	Prune to remove deadwood and small stem	\$360.00	
Deodar Cedar	Zone 3 #722-#723 905 Dunbarton	1	Full prune of tree canopies	\$960.00	
Locust	Zone 3 #699-#700 1107 Dunbarton	3	Structural pruning to reduce weight	\$450.00	

Client/Owner: _____



Tree Species	Location	Qty	Service Description	Price	Initial for Approval
Ash	Zone 3 #1072 1101 Dunbarton	1	Corrective prune to reduce weight	\$680.00	
Maple	Zone 3 #No tag 1431 Dunbarton	1	Tree Removal and Stump Grinding, Grind Stump 6-12" below grade leaving grinding residue in hole and rake to match existing grade	\$75.00	
Birch	Zone 3 #676-#679 1433 Dunbarton	4	Prune to remove dead wood	\$450.00	
Sweetgum	Zone 3 #1094 1417 Dunbarton	1	Prune to reduce weight and clean canopy	\$680.00	
Sweetgum	Zone 3 #921-#925 1395 Dunbarton	5	Full prune of tree canopy	\$2,240.00	
CONTRACT PRICE				\$15,280.00	

NOTES

1. Upon Approval Addendum #1 is incorporated and an enforceable part of this proposal.
2. This proposal may be withdrawn by us if not accepted within 30 days.
3. The Grove is not responsible for damage done to sprinklers, water pipes, electrical or any other underground service connections. All repair issues will be immediately relayed to the client/owner. Any repairs deemed necessary can be contracted separately and will be billed on a time and materials basis.

TERMS AND CONDITIONS:

Net due upon 30 days. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees and court costs. Any alteration or deviation from the above involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. The Grove Total Tree Care is not to be held liable for damage to irrigation when grinding stumps. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance.

CONTRACTOR:

Vendor:

The Grove
A division of Carson Landscape Industries
 9530 Elder Creek Road, Sacramento, CA 95829
 Contractor's License #470283
 Ph: (916) 231-8733 * Fax: (916) 856-5410
 Email: pdubois@thegrovetotaltreecare.com

CLIENT/OWNER:

Client:

The Nepenthe Association
 Bettsi Ledesma
 1131 Commons Dr.
 Sacramento, CA 95825
 Phone: (916) 929-8380
 Email: Bettsi.Ledesma@fsresidential.com

By: Paul Dubois by MV

Name: Paul Dubois

Title: Account Manager/Arborist

Date: 07/10/2017

By: _____

Name: _____

Title: _____

Date: _____

Client/Owner: _____



Addendum 1

General Terms and Conditions

Scope of Work: All contracted services performed by The Grove are in accordance with the “Practical Specifications for Contract Tree Management,” through the American National Standards Institute and all pruning conforms to ANSI A300 guidelines. The Grove conducts all work in compliance with ISA ANSI Z133 Standards, OSHA and all state and local regulations. Contracted tree care work includes removal of all resultant debris and job site cleanup.

Payment & Invoicing: Work will be invoiced in full upon completion. Payment is due 10 days from date of invoice. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney’s fees, and court costs.

Change Orders & Additional Work: Any alteration or deviation to this proposal involving extra cost of material and/or labor will only be executed upon written and signed orders for same, and will become an extra charge over the sum mentioned in this contract. The order must describe the scope encompassed by the change order, the amount to be added or subtracted from the contract and the effect the order will have on the schedule of progress payments, if applicable. Failure to obtain a signed Change Order does not preclude the recovery by Contractor of compensation for work performed based upon quasi contract, quantum merit, restitution or other similar legal or equitable remedies.

Tree & Stump Removal/Grinding: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump is completed 8-12 inches below surface grade at an additional charge to the Client/Owner.

Scheduling of Work: This proposal is null and void if the jobsite conditions materially change from the time of approval of this proposal to the time work starts, such that the job costs are adversely changed. Scheduling of work is dependent on weather conditions and workloads.

Permits, Fees & Assessments: Unless otherwise agreed to in writing by both parties, the owner assumes full responsibility to obtain and pay for all necessary permits, fees, property taxes, and assessments.

Disclaimer: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. Visual inspection is reflected solely in bid provided. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by The Grove is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results.

Liability: The Grove is not responsible for damage done to sprinklers or underground utilities such as, but not limited to, cable, water, gas and electrical. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. The Grove will repair damaged irrigation lines at the Client/Owner’s expense and approval. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Commercial General Liability Insurance: Contractor carries commercial general liability insurance written by Golden Eagle Insurance. You may call John O. Bronson Company at 916-480-4150 to verify our coverage.

Worker’s Compensation Insurance: Contractor carries worker’s compensation insurance for all employees.

Attorney’s Fees: In the event that litigation is commenced to interpret or enforce any of the rights or obligations under this Agreement, the prevailing party shall be entitled to recover his attorney’s fees and litigation expenses incurred as a result of the litigation. Said attorney’s fees and expenses shall be fixed by the court or arbitrator.

Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

Client/Owner: _____

Deep Root Feeding

Project Address: **Commons Dr. - 1131**
 Project Name: The Nepenthe Association
 On-site Location: **see below**

TurfPro agrees to provide labor and materials to perform the following landscape improvements.

Work Description

Soil injection of a slow release liquid fertilizer and root stimulant solution to provide trees with beneficial nutrients directly into the root zone. It is recommended that treatments are performed 1-2 times per year for trees five years or younger, and as needed for mature trees. It is also recommended that treatments are performed two times per year for all shrubs and blooming plant material. Applications are made in Spring and Fall.

Tree Species	Location	Qty	Service Description		Price	Initial for Approval
Dogwood	Zone 3 #945 205 Dunbarton Circle	2	Deep Root Feeding November 2017	Deep Root Feeding April 2018	\$300.00	
Maple	Zone 3 – No tag 709 Dunbarton Circle	2	Deep Root Feeding November 2017	Deep Root Feeding April 2018	\$300.00	
Deodar Cedar	Zone 3 - #1109 1007 Dunbarton Circle	2	Deep Root Feeding November 2017	Deep Root Feeding April 2018	\$300.00	
CONTRACT PRICE					\$1,500.00	

TERMS: Payment in full is due upon completion of the work. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees and court costs. Any alteration or deviation from the above involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance. **NOTE: This proposal may be withdrawn by us if not accepted within 30 days.**

CONTRACTOR:

TurfPro

A division of Carson Landscape Industries
 9530 Elder Creek Road, Sacramento, CA 95829
 Contractor's License #470283
 Ph: (916) 231-8733 * Fax: (916) 856-5410
 Email: PDubois@TheGroveTotalTreeCare.com

CLIENT/OWNER:

The Nepenthe Association
 Bettsi Ledesma
 1131 Commons Dr.
 Sacramento, CA 95825
 Ph: (916) 929-8380
Bettsi.Ledesma@fsresidential.com

By: Paul Dubois by MV
 Name: Paul Dubois
 Title: Account Manager
 Date: 07/10/2017

By: _____
 Name: _____
 Title: _____
 Date: _____