

NEPENTHE ASSOCIATION

BOARD OF DIRECTORS MEETING

February 3, 2016 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.

Members may comment or ask questions about any agenda item during the two homeowner forums (Items V and IX). 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.

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	Positon	Departure
		Ivan Gennis	President	
		Steve Huffman	Vice President	
		Marcia Britton-Gray	Secretary	
		Will Vizzard	Treasurer	
		Pamela Zanze	Member at Large	

II. ANNOUNCEMENTS

- a. **Executive Session Disclosure:** In accordance with Civil Code Section 4935(a), the Board met in Executive Session on February 3, 2016 in order to consider matters relating to personnel, member discipline, legal matters and the formation of third-party contracts.
- b. **General Announcements from the Board**

III. COMMITTEE REPORTS

- a. **Architectural Review Committee** Pages 7-8
- b. **Election Committee**
- c. **Finance Committee**Page 9-10

- d. **Grounds Committee**..... Pages 11-14
- e. **Insurance, Legal and Safety Committee**Page 15
- f. **Nominating Committee**
- g. **Outreach Committee** Pages 16-18
- h. **Social Committee**

IV. MANAGEMENT REPORTS

- a. **Operations Report** Pages 19-20
- b. **2015 Reserve Expenditures Report** Pages 21-22
- c. **2016 Reserve Allocations Report** Pages 23-24
- d. **Master Calendar Report** Pages 25-26
- e. **Homeowner Correspondence**Page 27

V. 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.

- VI. 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: January 6, 2016 Open Session**..... Pages 28-31
Proposed Resolution: The Open Session minutes dated January 6, 2016 are approved as presented.

- b. **Financial Statement: December 2015**.....**Separate Packet**
Proposed Resolution: The Board accepts the December 2015 interim financial reports and bank reconciliations as presented, subject to annual review. The report reflects a negative year-end variance of \$42,168 and year-end reserve funding of \$1,902,656 compared to the reserve funding budget of \$1,892,736. The reserves are funded through December 2015. The Association has \$267,231 in operating funds, which represents 1.1 months of budgeted expenses and reserve contributions. The Association has \$4,935,306 in reserve funds.

c. Appoint Inspectors of Election

Proposed Resolution: In conformance with Article II, Section 2.4(h) of the Nepenthe Bylaws, the Board hereby appoints Yvonne Del Biaggio, Kay Chmielewski, and Joleen Hecht to serve as the Inspectors of Election. The Inspectors will provide written designation of location to receive ballots as well as the poll closing time and date.

d. Set "Record Date" for Annual Election

Proposed Resolution: For the purpose of determining which Owners are entitled to receive notice of any meeting, vote, act by written ballot without a meeting or exercise any rights in respect to any lawful action, the Board of Directors fixes April 6, 2016 as the "Record Date" for the 2016 Election in conformance with Article III, Section 3.8 (a) of the corporation's Bylaws.

e. Appoint Director Vizzard to serve as Chair of the Nominating Committee

Proposed Resolution: In conformance with Article IV, Section 4.6(a) of the Nepenthe Bylaws, the Board appoints Director Will Vizzard as Chair of the Nominating Committee for the 2016 Election.

f. Lien Resolution:Page 32

Per the enclosed Resolution dated December 16, 2015, 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
1957-01	\$880.00

g. Architectural Applications Pages 33-38

The Architectural Review Committee met on December 12, 2015 to review the enclosed applications. The committee recommends approval of these applications.

Proposed Resolution: The Board approves/denies the applications as recommended by the committee.

Address	Application for
302 Elmhurst Circle	Air Conditioner/Heat Pump Replacement
1008 Dunbarton Circle	Window Replacement
1008 Dunbarton Circle	Air Conditioner/Heat Pump Replacement
2247 Swarthmore	Window Replacement
2247 Swarthmore	Emergency Air Conditioner/Heat Pump Replacement

Architectural Committee recommends denial of the following applications:

<i>Address</i>	<i>Application for</i>
306 Dunbarton Circle	Installation of gas line pipe

End Consent Calendar

VII. UNFINISHED BUSINESS- NONE

a. Board Goals for 2016

It is the custom of the Nepenthe’s Boards of Directors to adopt goals for each calendar year. The Board attained all of them minus the goal to adopt charters for all committees.

Some possible goals for 2016 include:

- Appoint committee to evaluate options for use of lot on University Ave. and report to the Board including potential costs and benefits of each option.
- Map and develop funding strategies for maintenance and renovation of underground utilities.
- Obtain outside funding for turf renovations and low-water use irrigation methods.
- Research renovation or replacement of current landscape lighting.

Proposed Resolution: The Board approves the Board Goals for 2016 as presented.

b. Tree Removal Proposals Pages 39-43

Management has obtained two bids for the removal of ten trees throughout the community. These trees were noted during the December 17 tree walk with arborist Greg Rogers of Arborwell Tree Care as potentially hazardous or in declining health. The trees were posted for removal on December 21 asking homeowners to submit comments by January 25. There was no homeowner correspondence regarding the removal of these trees.

There are two proposals in the Board packet:

1. Arborwell in the amount of \$5,762.50
2. The Grove Total Tree Care in the amount of \$2,905.

Action Required: Board Resolution

Proposed Resolution: The Board approves the bid from _____ in the amount of \$_____ payable from Reserve GL N23282 which has a 2016 allocation of \$57,400.

VIII. NEW BUSINESS

a. Revision of Fines Schedule Pages 44-45

The Board of Directors will discuss a possible revision of the Fines Schedule for the purpose of fining owners who proceed with architectural improvements without first obtaining approval.

Action Required: Discussion and possible resolution

Proposed Resolution: In accordance with California Civil Code Section 4360 (a), the Board directs management to publish the proposed revised Fines Schedule to the

membership for a thirty day comment period before formally adopting the revision at the March 2nd Open Session.

b. Appoint Ad Hoc Committee for Evaluation of Options Regarding the University Avenue Lots

Action Required: Board discussion and possible resolution

Proposed Resolution: The Board appoints Director Vizzard to chair an ad hoc committee to evaluate options for use of lot on University Ave. and report to the Board including potential costs and benefits of each option. Members of the committee to be appointed at the next open session of the Board.

c. Addition to Nepenthe’s Standards and Practices for Walkways Pages 46-48

In the minutes from their January 14, 2016 meeting, the Grounds Committee has included a recommendation to the Board for ensuring that homeowners installing walkways to their back patios follow the current standard for walkways in the community.

Action Required: Board discussion and possible resolution.

Proposed Resolution: The Board hereby amends the Standards and Practices for Walkways to include the following text: Any homeowner that chooses to contract for a solid concrete walkway within the common area must choose an exposed aggregate finish installed in compliance with these Standards and Practices.

d. Merge Outreach Committee and Social Committee.....Page 49

The Outreach and Social Committee have prepared the enclosed proposal for Board review, discussion and resolution.

Action Required: Discussion and possible resolution.

Proposed Resolution: The Board hereby dissolves the Social Committee as a stand-alone committee and incorporates it as a sub-committee of the Outreach Committee.

e. Revision to Standards and Practices for the Finance Committee Pages 50-60

The Finance Committee is requesting the following change to Section O, Item 5 of the Standards & Practices:

5. Reviewing vendors’ contracts, invoices, and work orders to ensure that Nepenthe receives contracted services that are completed in a contractually compliant and timely manner and at a fair and reasonable cost **at the request of the Board.** (Bolded letters indicate proposed change)

Action Required: Board Resolution.

Proposed Resolution: The Board approves the change to the Standards and Practices for the Finance Committee.

f. Board Discussion regarding the possible installation of a backup generator at the Clubhouse

The ILS is exploring this possibility as part of their emergency preparedness program.

Action Required: Discussion

g. Proposal to repair front step at 810 Dunbarton Circle Pages 61-67

Last year a large tree was removed near this address. The roots had caused quite a bit of damage to the front steps. A photo of the steps in their current condition is enclosed in the packet. James E. Williams & Son, Inc., the contractor completing concrete repairs throughout the community, has provided two proposals for the repair of these steps:

1. \$1,323.19 to replace the existing brick with similar beige brick.
2. \$1,003.19 to replace the brick with exposed aggregate to match walkway.

Management would like the Board to review the two options in order to have a standard for these types of repairs going forward.

Action Required: Board Resolution

Proposed Resolution: The Board approves the proposal from James E. Williams & Son, Inc. in the amount of \$_____ for the repair of the steps and directs management to use this as the repair standard for brick porches going forward. Repairs to be funded from Reserve GL code N23275 which has a 2016 allocation of \$64,247.

h. Proposal to conduct Phase III Siding Inspections Pages 68-70

The enclosed proposal is for the inspection of wood components in Phase III – Swarthmore Dr., Colby Ct., Adelphi Ct., American River Dr., and University Ave. and the preparation of a scope of work for the siding repairs.

Action Required: Board Resolution.

Proposed Resolution: The Board approves Proposal 0116-0025 in the amount of \$11,995.00 from James E. Williams, Inc. for the inspection and preparation of scope of work for Phase III of the three year Siding Repair and Painting Project to be paid from Reserve GL Code N23270 which has a 2016 allocation of \$543,417.

i. Proposal for Pool Filter TanksPage 71

Action Required: Board Resolution.

Proposed Resolution: The Board approves the Proposal in the amount of \$6,300.00 from Sparkling Clear Pool Service for the purchase and installation of Pool Filter Tanks for the Clubhouse Lap Pool, Clubhouse Spa and Elmhurst Pool to be paid from Reserve GL Code N23271 which has a combined 2016 allocation of \$20,838.

IX. HOMEOWNER FORUM

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X. NEXT MEETING: Wednesday, March 2, 2016 at 5:30 pm in the Nepenthe clubhouse

XI. ADJOURN

NEPENTHE ARCHITECTURAL COMMITTEE MINUTES
Friday, January 8, 2016 at 4:30 pm in Clubhouse

Members present: Kenneth Luttrell, Chair; David Thomas, Alan Watters.

Present: Steve Huffman - Board liaison; Renee Allbright, James Lenau

A. Welcome and Opening Remarks.

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

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

1. **302 Elmhurst Circle** – Katherine Dona – Replacement of HVAC system with a Carrier 4-ton 16 SEER split-system heat pump in this 2000 model: The outdoor condenser unit will be in the same location.
Approved with Conditions: “Approval is recommended contingent on applicant submitting a spec sheet/brochure for the equipment.”

2. **1008 Dunbarton Cir.** – James Lenau – Windows replacement in this 2200 model: installation of five windows, using Marvin Infinity Ultrex fiberglass-frame dual-paned series in exterior color bronze; and of three Anderson 100 Series Patio doors. Halls contractor is to replace the windows. The configuration of two windows, one bedroom and one in living room, will change and will be divided into three vertically, as called for in the Architectural Criteria. **Approval Recommended.**

3. **1008 Dunbarton Cir.** – James Lenau – Replacement of HVAC system with a Lennox 3-ton 15 SEER split-system heat pump in this 2200 model: Heat pump compressor is to be relocated, on new pad, from the far side of sidewalk (at alley) to aside the garage but outside the fenced backyard. **Approval Recommended with Conditions:** “Approval is recommended contingent on new power lines and fluid lines being installed through the garage wall down low and routed to the heating unit through the garage interior.

4. **2247 Swarthmore Drive** – Rebecca Stene and Renee Allbright –Windows replacement (all) in this 2000 model: installation of five windows, using Simonton 7300 Daylight Max vinyl-framed dual-paned series in exterior color “Bronze”; and two Contemporary patio sliding doors. C.E.C.S. contractor is to replace the windows in the living room, master bedroom and kitchen. No change in configuration of any window. **Approval Recommended.**

5. **2247 Swarthmore Drive** – Rebecca Stene and Renee Allbright – Replacement of HVAC system with a Bryant 2-ton 16 SEER split-system heat pump in this 2000 model: The outdoor condenser unit (Bryant 215B heat pump) will be placed in the same location as the original. Existing refrigerant lines will be reused. However, because more clearance is necessary for this larger unit, a section of the backyard fence right on the alley will need to be moved out 6 – 8” and the shrubbery removed. Jim E. Williams Sons is to be fencing contractor. C.E.C.S. is contractor. **Approved with Conditions:** “Emergency approval is granted contingent on no lines (for fluid or power) added on the exterior of the wall other than a power line up to the existing junction box.”

B.2.A. Homeowner Requests Already Approved. None.

B.3. Homeowner Requests Not Approved:

1. **306 Dunbarton Circle** -- Aleta Carpenter -- Install a gas line pipe to run from attic space to first floor fireplace, to be placed on the exterior of home at junction of siding and chimney for the two-story vertical run on the front entry side of the chimney. The proposed location of the lines is inappropriate and the applicant needs to attend a meeting to discuss options.

C. Approval of Minutes: done via email.

D. Reviewed Non-Compliance Notices from Homeowners. None.

F. Old Business: none.

G. New Business:

H. Next meeting. Saturday, February 13, 2016, 9:00 A.M. in the Clubhouse. The next A.R.C. preparation meeting, if necessary, is scheduled for Monday, February 8, 2016, 5:00 P.M. in the Clubhouse.

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

Nepenthe Association

Finance Committee

Minutes, November 24, 2015

Members Present: Will Vizzard, Joan Haradon, Ken Butler. John Baker was present as a guest.

Minutes of the September 28, 2015 were approved for placement on file.

Committee Reorganization

Will Vizzard will no longer serve as Chairman since he has been appointed to the Board to fill the vacancy created by the resignation of Melanie Herman. Ken Butler will be recommended to the Board to serve as Chairman and Joan Haradon will assume the duties of Secretary. John Baker stated that he would be willing to serve on the Committee and will apply to the Board for appointment.

Discussion

The Committee engaged in informal discussion regarding the Browning Reserve Study, and the operating and reserve budgets. Future meetings will include discussions of these budget documents with the goal of informing the committee members of actual expenses. Will stated that he would inquire of management if it is possible to receive monthly budget reports in a format that includes comparison of the previous 12 months.

Next Meeting

The next meeting of the Finance Committee will be on December 15, 2015 at 3:00 pm.

Respectfully Submitted,

Ken Butler

Nepenthe Homeowners Association
Finance Committee
Minutes of December 15, 2015

Attendees: Ken Butler, Chair; John Barker, Member, Joan Haradon, Member, Will Vizzard, Board Liaison

1. Minutes of November 24, 2015, were approved.
2. Board Liaison Report: (1) continuing to work on the liability status of sewer and water lines for repairs - HOA, County or City (2) less than 100 homeowner have not responded to request for documentation related to flood surcharge (3) received some negative feedback concerning raise in dues (4) HOA has purchased CDs based on Wells Fargo financial manager's recommendations.
3. Reviewed Standard & Practices for Financial Committee. Recommend that Section O, Item 5. be changed to read that the committee review vendors' contracts, invoices, and work orders at the request of the board.
4. Reviewed Financial Statement for month-end 10/31/2015. Request that Bettsi continue to e-mail the abbreviated version to the Finance Committee each month.
5. Monthly meeting schedule will be the 4th Monday of each month at 3:00 pm. This is a change from the 4th Tuesday.

Minutes submitted by Joan Haradon

NEPENTHE ASSOCIATION
GROUND'S COMMITTEE MEETING
November 12, 2015 - 3:00 PM

Dunbarton Cabana | 150 Dunbarton Circle | Sacramento, CA 95825

MINUTES

I. Acting Chair Don Landsittel called the meeting to order at 3:05 PM

- a. Present
 - i. Don Landsittel
 - ii. Diane Luttrell
 - iii. Diana Vizzard
 - iv. Stephen Harris
- b. Absent
 - i. Pam Livingston
 - ii. Marty Henderson
 - iii. Bob Emslie
 - iv. Grace Long
 - v. Elsa Morrison
 - vi. Liza Tafoya
 - vii. Pam Sechrist
 - viii. Kathy Waugh
 - ix. Cheryl Summers
- c. Guests
 - i. George Procida, GP Landscape
 - ii. Ivan Gennis, Board President
 - iii. Pam Zanze, Board Liaison
 - iv. Bettsi Ledesma, General Manager

II. APPROVAL OF MINUTES – October 8, 2015 Minutes approved via email

III. REPORTS

- a. George Procida
 - i. Update on meeting with the City on 11/5/2015. City is working two issues:
 - 1. What type of property to classify Nepenthe for rebate purposes
 - 2. Which allocation fund will best apply to Nepenthe
 - a. Irrigation improvements or
 - b. Turf replacement
- b. Bettsi Ledesma
 - i. Tree pruning is complete.
 - ii. Roof and gutter cleaning is in process.
 - iii. Zone 1 porch thresholds will be receiving repairs to the wood portions in January.

- iv. Committee was encouraged to send proposed tree planting locations to Bettsi in order to partner again with the Sacramento Tree Foundation for free shade trees.
- v. Planting projects: 307 Dunbarton to be completed within next week or so.

IV. NEXT MEETING: Thursday, January 14, 2016, 3:00 PM at the Dunbarton Cabana

V. ADJOURN 4:10 PM

**NEPENTHE ASSOCIATION
GROUNDS COMMITTEE MEETING**

January 14, 2016 3:00 PM

Dunbarton Cabana | 150 Dunbarton Circle | Sacramento, CA 95825

MINUTES

Attendees:

Don Landsittel (acting Chair), Bettsi Ledesma (General Manager), Elsa Morrison, Diana Vizzard, George Procida (GP Landscape), Steve Harris, Marty Henderson,, Ivan Gennis (Board President), Liza Tafoya, Grace Long, Kiame Luttrell, Kathy Waugh, Pam Sechrist, Cheryl Summers, Pam Zanze (Board Liaison)

Absent: Pam Livinginston, Bob Emslie

I. Meeting called to order at 3:05 by Don Landsittel

II. Approval of November 12, 2015 Minutes

III. REPORTS

- a. George Procida
 - i. Annual Maintenance Calendar
 - ii. Work in progress update- hard pruning, ivy mowing
- b. Marty Henderson, Irrigation
 - i. Progress with City rebates
- c. President Ivan Gennis
 - i. Proposed tree planting
 - ii. Board goals
- d. Bettsi Ledesma
 - i. 2015 Landscape Expense Report
 - ii. Proposed Tree Planting Locations
 - iii. Grounds crew appreciation event. On February 17th at Noon at the Dunbarton Cabana clubhouse, there will be a pizza party to thank the GP landscape crew for all their hard work. Grounds Committee members should advise Bettsi if they will attend.
 - iv. Bettsi stated that James E. Williams Company will be doing the concrete work to repair walkways and to eliminate trip hazards. A motion was made regarding standards for replacing homeowner's walkways as follows:

The Grounds Committee recommends the following standard:
Any homeowner that chooses to contract for a solid concrete walkway must choose an exposed aggregate finish installed in compliance with Nepenthe's Standards and Practices for Concrete.

Motion: Marty Henderson

Second: Stephen Harris

Vote: Unanimous approval

IV. UNFINISHED BUSINESS- NONE

V. NEW BUSINESS

a. Proposed Tree Removals

Does the committee recommend approving the proposed removals?

Action Required: Committee vote

b. GP Estimate for re-planting traffic islands

The committee will review Estimate 9072 and vote next month whether to recommend approval to the Board of Directors.

Action Required: Discussion. Possible vote at next meeting.

VI. NEXT MEETING: Thursday, February 11, 2016, 3:00 PM at the Dunbarton Cabana

VII. ADJOURN

To: Insurance, Legal and Safety Committee
From: Richard Coombs
Date: 1/12/16
Re: Minutes of 12/16/2015 Meeting

The ILS held its December meeting on 12/16/15 at 5:00 p.m. at the Cabana. Present were: Bill Newbill, Chair; Richard Coombs; Steve Huffman, Board Liaison; Nancy Arndorfer; Bill Olmsted (arrived late); and Jerry Dunn.

The group discussed the parameters of its Charter and scope of ILS tasks. It was generally agreed that the ILS would not attempt to reinvent or write safety procedures and emergency plans already in place for the Campus Commons and Nepenthe geographical area. Rather, it would focus on compiling and disseminating information of value to the membership in an effort to heighten awareness of resources available. Bill Newbill noted that a flood plan map had been previously provided to management at some point. It was also observed that the plan is available online at a governmental website. Ideas were generated to include refrigerator magnets with emergency information and contact numbers (previously published by our City Councilman, Kevin McCarty when he was in office), newsletter reminders in the Nepenthe monthly news, possible Home Depot and other vendor incentives aimed at Campus Commons/Nepenthe, emergency egress from Nepenthe through alternate routes (not public streets), preparation of a binder to be kept in the Clubhouse for member access, marketing undertaking with local merchants, and emergency preparedness kits.

The group noted it had presented a Charter and the Board had approved it (a copy was circulated), it had expanded its membership, and was assisting in a rewrite of the fine schedule. It decided to aim for a late February or early March membership meeting at which governmental invitees would present information on safety, emergency, and crime prevention methods to the membership. Bill Olmsted will provide an update on his contacts at the next meeting. Other members should be prepared to outline categorical areas in which they would like to work.

Next meeting is set for January 19, 2016 at 5:00 p.m. at the Cabana.

Respectfully submitted,

/s/

Richard E. Coombs

Outreach Committee Minutes

December 16, 2015 – 6 PM

In Attendance – Gerry Gelfand, Joan Barrett, Bill Olmsted, Linda Cook

Board Liaison – Ivan Gennis

Minutes of November meeting were approved.

Nancy Arndorfer has resigned from the committee so she can focus her attention to the Insurance, Legal and Safety Committee.

The planned New Year's Eve party has been cancelled. To be revisited for next year. Seems like a great idea but more advance planning is needed.

The Committee agreed that we should get some supplies in before the end of the year. Pastries to be put in the freezer for Saturday coffees. A rolling cart to help with the set up for meetings, and a cordless vacuum to help keep the dirt down on the carpeting.

Linda Cook and Gerry Gelfand are going to meet to create a proposal to bring to the committee regarding the combining of the Outreach and Social Committees.

An event that we would like to plan is a Cinco de Mayo party. May 5 is the first Thursday of the month and will be a great theme for the regular Happy Hour.

Gerry suggested that we might want to change the First Thursday to the Second Thursday of the month. The First Thursday conflicts with some of the Campus Commons events, and since we are trying to encourage joint participation it could be discussed

Adjourn 6:45

Outreach Committee Meeting

January 20, 2016

Committee members present: Gerry Gelfand, Bill Olmsted, Kathleen Montgomery, Joan Barrett, and Linda Cook. Also present was Ivan Gennis, Board Liaison

Chairperson Gerry Gelfand called the meeting to order at 6:10PM.

Bill Olmsted made a motion and Kathleen Montgomery seconded the motion that the minutes from the December 2015 meeting be approved as submitted.

Gerry announced that nothing has happened with the website and requested that the committee members check into the website from time to time to monitor changes that may be required. A discussion followed on the difficulties in getting the website updated as required. Ivan noted that the final payment on the website project is still being held pending the completion of the updates requested

The joint committee voted to request the Board to consolidate the two committees.

Linda and Gerry reported that they have met and have created a proposal to the Board in the form of a request that the Outreach and Social Committees be combined as one committee. The following is a copy of the proposal:

Proposed consolidation of the Outreach and Social Committees, Nepenthe Association

Because the purpose and many functions of the Outreach and Social Committees are compatible and aligned, we propose that the Social Committee become a sub-committee of the Outreach Committee. Purpose and functions to include the following:

- Welcome new residents to Nepenthe
- Provide information about Nepenthe Association- how it works and encourage active participation and input from residents
- Encourage residents to join committees and volunteer assistance
- Inform residents about homeowner and resident rights and responsibilities as well as community issues of interest and concern.
- * Encourage homeowner participation in budget planning, reserve review and other fiscal matters
- Encourage the use of the Nepenthe Website and the use of electronic communication from Board and Management staff

- Assist the Board to ensure residents have one or more forums a year to discuss Association and community issues
- Ensure transparency of governance and facilitate involvement of residents
- Plan, implement and evaluate special events and ongoing social activities to encourage a strong sense of community

Changing the First Thursday Happy Hour to the Second Thursday was discussed due to conflicts with Campus Commons events and it was decided to implement this change after the Cinco de Mayo party.

Gerry requested that all committee members note items for a checklist regarding the use of the buildings, systems and equipment and submit these suggestions to her to create a document that can be used when planning and setting up events.

The next committee meeting will be on February 10, 2016.

Gerry adjourned the meeting at 7:26PM

Respectfully submitted,

Joan Barrett

Nepenthe Association

Management Report

1 COMMUNICATION

The Nepenthe News was last published on January 8, 2016. The next newsletter will be published on February 5, 2016. Topics to be covered are:

- President’s Report
- Manager’s Report
- PG&E -what you can expect
- Preparing for Concrete Work
- The Architectural Approval process

2 FACILITIES

The following are status updates on various facilities projects:

- Phase II Siding and Fencing Repair and Painting is in process. President Gennis has approved 2 change orders since last Board Meeting. All change orders are first inspected and recommended for approval by Facility Coordinator, Roger Work. The total amount of change orders to date is \$56,059.56.
- James E. Williams & Son, Inc. has completed the Zone 1 wood replacement work on the porches.
- The sauna in the Dunbarton Cabana is still non-operable. Management is finding difficulty locating a Certified Contractor, but will continue to work on this project.
- The pools were serviced on schedule. Service occurs three to five days each week and includes all pools and spas.
- Sparkling Clear Pool Service is preparing a proposal
- The janitorial service performed all regular scheduled cleanings which include cleaning the clubhouse, the Dunbarton cabana restrooms and sauna and the Elmhurst cabana service restroom five days per week.
- 14 work orders were generated for Roger Work since the last meeting. 16 work orders were closed during the same period.

3 GROUNDS

Since the last Board meeting on January 6, 2016 management has conducted landscape walks on the following dates:

- 1/7/2016, Zone 7, George Procida, GP Landscape; Cheryl Summers, Zone Steward. Extra work: \$1, 876.50.

- 1/15/2016, Zone 1, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Diane Luttrell and Grace Long, Zone Stewards. Extra work: \$825.
- 1/21/2016, Zone 2, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Elsa Morrison and Diane Vizzard, Zone Stewards. At the time of this report: extra work \$2, 103.50.

GP has been issued 14 work orders since the last report. 11 work orders have been completed and closed during that time period.

4 FINANCIAL

Regarding the 2015 end-of-year income statement, we experience a negative variance of \$41,000 due to the change in pricing structure for Flood Insurance. We should recoup that in the next few months as those owners are assessed the \$225 for their investment property.

We experienced a positive variance in Common Area expenses due to the savings realized by switching courtesy patrol companies, but it was offset by a negative variance in administration, partly because the CC&R Election had a lot of unforeseen expenses.

Please see attached the 2015 Reserve Expenditures report and the listing of planned 2016 Reserve Expenditures.

CPA Paula Hegner has been provided all necessary documents for her preparation of the 2015 Annual Review.

5 GOVERNANCE

- **Violations:** There were 13 violations of the governing documents cited since the last Board meeting.
 - 11 Architectural Application- Need Notice of Completion
 - 1 Nuisance- Excessive Noise
 - 1 Vehicle Repairs Not Permitted
- **Courtesy Patrol:** Since the last Board meeting, there were a total of 11 violation notices placed on vehicles in the community. There were no vehicles towed during this time.

2015 Reserve Expense Report

Component	Allocation	Spent	Notes
Phase II Painting	\$ 398,141.00	\$ 104,280.00	In process- work will be completed and billed in 2016
Phase II Siding & Trim	\$ 333,638.00	\$ 68,802.67	
Phase II Siding & Trim Contingency	\$ 111,042.00	\$ -	
Ongoing Siding & Trim Work	\$ 103,160.00	\$ 52,318.08	
Roofing: Inspections & Repairs	\$ 47,652.00	\$ 1,315.95	
Clubhouse Pool & Spa	\$ 13,192.00	\$ 1,314.83	Equipment did not require replacement.
Clubhouse Tennis Courts	\$ 19,384.00	\$ 1,661.00	Putting all tennis courts on same cycle for better pricing.
Clubhouse Fitness Center	\$ 5,169.00	\$ -	Funds were spent in 2014 as part of remodel
Clubhouse Furnishings	\$ -	\$ 6,551.73	Ice maker, blinds, décor items, handrails on Commons steps
Dunbarton Pool & Spa	\$ 11,995.00	\$ -	Spa was replastered in 2014
Elmhurst Pool	\$ 2,800.00	\$ -	
Paving	\$ 65,936.00	\$ 3,504.00	Seal Coats were delayed due to SMUD work on Elmhurst-will be done in 2016
Concrete	\$ 63,783.00	\$ 37,436.61	Work contracted for in 2015 will be billed in 2016.
Landscaping	\$ 285,340.00	\$ 222,565.55	See next page for breakdown
Lighting	\$ 27,568.00	\$ 15,393.05	
Underground Utilities	\$ 27,879.00	\$ 26,354.35	
Reserve Study	\$ 6,765.00	\$ 6,300.00	
Miscellaneous	\$ 7,000.00	\$ 3,131.56	
Totals	\$ 1,530,444.00	\$ 550,929.38	

Note: Phase 1 Siding and Painting allocations and expenses are not shown on this report as they were previously reported in the October 2015 Manager's Report

2015 Landscape Reserve Expenditures			
Component	Allocation	Spent	Notes
Irrigation repairs	\$ 20,500.00	\$ 13,170.16	Broken pipes, backflows, etc.
Water Conservation	\$ 15,375.00	\$ 27,706.89	Drip irrigation projects, changing nozzles for better coverage & capping off unnecessary sprinklers. Allocation has changed for 2016-2020 to align with Board goals
Landscape Architect	\$ 5,806.00	\$ 1,907.00	
Shrubs	\$ 48,380.00	\$ 34,378.76	
Ground Cover	\$ 1,935.00	\$ 29,698.19	We stripped out many areas of untenable turf - this allocation will be larger for 2016-2020
Turf and Reseeding	\$ 7,257.00	\$ 6,723.60	
Tree Removals	\$ 66,625.00	\$ 27,534.10	
Tree Remediation	\$ 35,875.00	\$ 5,339.00	
Tree Replace	\$ 3,459.00	\$ 8,730.55	
Tree Contingency	\$ 12,300.00	\$ -	
Tree Trimming	\$ 67,828.00	\$ 67,377.30	
Totals	\$ 285,340.00	\$ 222,565.55	

2016 Allocations

Component	Allocation	Projected Timeline
Phase III Painting	\$ 387,830.00	
Phase III Siding & Trim	\$ 372,690.00	
Phase III Siding & Trim Contingency	\$ 170,727.00	
Phase III Fencing	\$ 70,000.00	
Siding & Trim, Ongoing	\$ 112,750.00	
Fencing, Ongoing	\$ 22,114.00	
Roofing, Inspections/Repairs	\$ 30,238.00	
Clubhouse Pool & Spa Equipment	\$ 19,262.00	
Dunbarton Pool & Spa Equipment	\$ 9,071.00	
Elmhurst Pool Equipment	\$ 1,508.00	2015 Allocation not spent, but needed
Clubhouse Hearing Loop	\$ 20,500.00	
Elmhurst - Landscaper's Restroom	\$ 13,243.00	
Tennis Courts- Clubhouse	\$ 19,384.00	(This was for 2015, but to achieve better pricing, we are aiming to do all tennis courts on same cycle.)
Tennis Courts- Commons Drive	\$ 9,932.00	Shall we make permanent Pickleball Courts?
Tennis Courts- Elmhurst Circle	\$ 10,183.00	(This is for 2017, but to achieve better pricing, we are aiming to do all tennis courts on same cycle.)
Paving- Zone 1 -single coat	\$ 8,677.00	
Paving- Zone 2 -single coat	\$ 6,412.00	
Paving- Zones 3 & 4, single coat	\$ 15,730.00	
Paving- Zones 5 & 6, single coat	\$ 15,494.00	This was moved to 2017 last year due to the SMUD work on Elmhurst. As they are finished now, we can proceed this year.
Paving- ongoing asphalt repairs	\$ 30,750.00	
Concrete	\$ 64,247.00	
Underground Utilities	\$ 28,577.00	
Lighting, Ongoing	\$ 10,250.00	3-year conversion planned to begin in 2017
Street Signs	\$ 5,125.00	
Grounds - Irrigation repairs, ongoing	\$ 21,012.00	
Grounds - Irrigation Distribution Upgrade (drip)	\$ 179,375.00	
Grounds - Misc. Irrigation Water Conservation Measures	\$ 15,759.00	
Independent Landscape Architect	\$ 5,800.00	
Grounds - Shrubs	\$ 49,590.00	
Grounds - Ground Cover in conjunction with drip installation	\$ 10,250.00	This allocation is underestimated- will increase to \$30K
Turf and Re-seed	\$ 73,042.00	
Grounds - Tree removals	\$ 57,400.00	
Grounds- Tree Remediation	\$ 36,772.00	
Grounds- Tree Replacements	\$ 4,534.00	

Grounds- Tree Maintenance	\$ 69,526.00	
Independent Consulting Arborist	\$ 12,607.00	

\$ 1,990,361.00

Not on this list, but have been discussed and may be pursued further: Grab bars in the Dunbarton Cabana showers and new skylights in main Clubhouse lounge that have integrated shutters.

Master Calendar Report, February 3, 2016

Due Date	Item	Completed Date
1/1	Fiscal Year Begins	1/1
1/1	Office closed for New Year's	1/1
1/4	Publish RFP for Phase III Inspections	1/4
1/6	Board Meetings: Closed 3:30 PM, Open 5:30 PM	1/6
1/8	Nepenthe News published	1/8
1/9	ARC Meeting 9:00 AM	1/8
1/14	Grounds Committee meeting 3:00 PM	1/14
1/11	Manager prepares RFP for asphalt seal coats of Zones 2, 3, 4, 5, 6 and 7	not completed
1/20	Outreach Committee meeting 6:00 PM	1/20
1/25	Committee Minutes due in management office	1/28
1/25	Lock in agendas for Board meetings - 1) Phase III Inspections, 2) Appoint Inspectors of Election, Inspectors to designate address to receive ballots, date, time and location of election, poll closing time, 3) Board to designate "Record Date" of April 6, 2016, 4) Adopt goals for the year	1/28
1/26	Finance Committee meeting 3:00 PM	1/25
1/29	Manager posts agenda and distributes Board packets	
1/29	Manager to submit required records to CPA for Annual Review	1/26
2/1	Insurance Agent to conduct annual risk assessment inspection	reminder sent 1/28
2/3	Board Meetings: Closed 3:30 PM, Open 5:30 PM	2/3
2/5	Nepenthe News published	
2/9	Seal Coat Bidders' Walk	
2/11	Grounds Committee meeting 3:00 PM	
2/13	ARC meeting 9:00 AM	
2/15	Minimal Staffing in Office for President's Day	
2/22	Committee Minutes due in management office	
2/22	Lock in agendas for Board meetings- 1) Slate of Candidates (need statements and photos), 2) Risk Assessment Report by agent	
2/23	Finance Committee meeting 3:00 PM	
2/26	Manager posts agenda and distributes Board packets	
2/26	Phase III Inspection Reports due	

2/26	Publish RFP for Phase III Construction and Painting	
3/1	Election Committee organizational meeting	
3/1	Pool contractor to inform management of any equipment needs for the pool season	
3/2	Board Meetings: Closed 3:30 PM, Open 5:30 PM	

Bettsi Ledesma

From: Frank Loge <fjloge@outlook.com>
Sent: Monday, January 11, 2016 2:01 PM
To: ivan.gennis@gmail.com; steve@huffmanstrategy.com; vizzardw@gmail.com
Cc: Bettsi Ledesma; Crystle Rhine; 'Sherrie Loge'
Subject: Frank Loge Here

Importance: High

TURKEYS.

I realize that I am not the first to raise concerns about the turkeys. We are overrun with the birds. All homeowner associations are affected, not just ours. It has reached a critical point where the collective H.O.A.s need to take some action. Our sidewalks are covered with turkey droppings, they tear up the planting beds, and roost on roofs and trees. They are so numerous that turkeys now impact driving.

I have counted three flocks (there may be more) totaling over 66 birds.

Two important facts. We will never rid ourselves of the birds and there are homeowners who enjoy the birds. I am OK with both. The problem is we have far too many turkeys and they are affecting the quality of life for all the homeowners.

I would like to recommend that the board ask our management to meet with the other associations and come up with a recommended plan to “thin the flock.” We need to relocate some of the birds to a more rural setting.

The City has been contacted many times about this issue. My understanding is: “it is not a city problem.” The responsibility is ours to remedy and pay for. I am sure there are organizations and individuals with some expertise that can help in reaching a solution.

We cannot continue to ignore the problem. How many turkeys is too many turkeys? At some point we need to address this issue.

Sincerely, Frank Loge

NEPENTHE ASSOCIATION

BOARD OF DIRECTORS MEETING

January 6, 2016 5:30 PM

Nepenthe Clubhouse | 1131 Commons Drive | Sacramento, CA 95825

OPEN SESSION MINUTES

I. CALL TO ORDER 5:32pm

Present	Board Member	Positon
X	Ivan Gennis	President
X	Steve Huffman	Vice President
X	Marcia Britton-Gray	Secretary
X	Will Vizzard	Treasurer
X	Pamela Zanze	Member at Large

II. ANNOUNCEMENTS

Executive Session Disclosure: In accordance with Civil Code Section 4935(a), the Board met in Executive Session on December 2, 2015 in order to consider matters relating to personnel, member discipline and the formation of third-party contracts. Items of discussion include:

1. Foreclosures
2. Clubhouse and Cabana rental policy permitting staff to rent facilities.

III. COMMITTEE REPORTS

- a. **Architectural Review Committee**-Minutes provided to Board in their packet. Verbal report provided at meeting.
- b. **Finance Committee**- Verbal report provided at meeting.
- c. **Grounds Committee**- Verbal report provided at meeting.
- d. **Insurance, Legal and Safety Committee**- Verbal report provided at meeting.
- e. **Outreach Committee**- Verbal report provided at meeting.
- f. **Social Committee**- Verbal report provided at meeting.

IV. MANAGEMENT REPORTS

- a. **Operations Report**- Manager provided report in writing to the Board. Items of note include:
 - i. Phase II Siding and Fencing Repair and Painting is in process. President Gennis has approved 4 change orders since last Board Meeting. All change orders are first inspected and recommended for approval by Facility Coordinator, Roger Work. The total amount of change orders to date is \$53,823.36.
 - ii. Precision Concrete Cutting has completed the work called out for in bid.
 - iii. James E. Williams & Son, Inc. is currently completing the Zone 1 wood replacement work on the porches.
 - iv. The sauna in the Dunbarton Cabana is still non-operable. Management is soliciting bids for the repair and will bring the bids before the Board at next month's meeting.

- v. 18 work orders were generated for Roger Work since the last meeting. 16 work orders were closed during the same period.
 - vi. GP has been issued 14 work orders since the last report. 14 work orders have been completed and closed during that time period.
 - vii. There were 3 violations of the governing documents cited since the last Board meeting.
 - 1. One for pet not on a leash
 - 2. One for improperly parked vehicle
 - 3. One for unapproved architectural modification
 - viii. Since the last Board meeting, there were a total of 13 violation notices placed on vehicles in the community and one vehicle was towed over Christmas weekend.
- b. Homeowner Correspondence-** Management received an email from Homeowner Karen Lowrey. Karen wanted to commend GP Landscape and James E. Williams & Son for the great work they have been doing. Karen stated, both companies were professional, neat, friendly and very accessible for any questions they had.

V. HOMEOWNER FORUM – There were no comments from the Homeowners.

VI. CONSENT CALENDAR-

Motion: Director Will Vizzard

Second: Director Steve Huffman

Vote: All in Favor

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

Begin Consent Calendar

a. Approval of Minutes: December 2, 2015 Open Session

Resolution: The Open Session minutes dated December 2, 2015 were approved as presented.

b. Financial Statement: November 2015

Resolution: The Board accepted the November 2015 interim financial reports and bank reconciliations as presented, subject to annual review. The report reflects a negative year-to-date variance of \$319,973.05 (due to paying flood insurance and roof cleaning in November rather than in the scheduled month of December) and year-to-date reserve funding of \$1,744,220 compared to the reserve funding budget of \$1,735,008. The reserves are funded through November 2015. The Association has \$277,338 in operating funds, which represents 1.1 months of budgeted expenses and reserve contributions. The Association has \$4,935,306 in reserve funds.

c. Lien Resolution

Per the enclosed Resolution dated December 16, 2015, 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
1956-03	\$909.03
1959-02	\$845.00
2039-01	\$880.00
2321-03	\$2,189.72
2417-01	\$880.00
2484-02	\$870.00

d. Architectural Applications Resolution: The Board approved the applications as recommended by the committee.

Address	Application for
605 Dunbarton Circle	Emergency Air Conditioner/Heat Pump Replacement
2300 American River Drive	Emergency Air Conditioner/Heat Pump Replacement
219 Elmhurst Circle	Emergency Furnace Replacement

End Consent Calendar

VII. UNFINISHED BUSINESS- NONE

VIII. NEW BUSINESS

a. Board Goals for 2016

It is the custom of the Nepenthe’s Boards of Directors to adopt goals for each calendar year. Last year’s goals are enclosed in the packet for review. The Board attained all of them minus the goal to adopt charters for all committees.

Some possible goals for 2016 include

- Appoint committee to look at possible development or sale of lots on University Avenue and make recommendation to the Board.
- Map underground utilities.
- Obtain funding for turf renovations and low-water use irrigation methods.
- Research renovation or replacement of current landscape lighting.

Action: Tabled until February 3, 2016 Board Meeting.

b. Tree Removal Proposals

Management has obtained two bids for the removal of ten trees throughout the community. These trees were noted during the December 17 tree walk with arborist Greg Rogers of Arborwell Tree Care as potentially hazardous or in declining health. The trees were posted for removal on December 21 asking homeowners to submit comments by January 25. Please also see the enclosed report and map showing the locations of these trees.

Action: No action taken. Discussion item only.

- IX. **HOMEOWNER FORUM-** A number of Homeowners addressed the Board on various issues. Management made note of the concerns for possible Board action on a later agenda.
- X. **NEXT MEETING:** Wednesday, February 3, 2016 at 5:30 pm in the Nepenthe clubhouse
- XI. **ADJOURN 6:16pm**

NEPENTHE

January 14, 2016

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>
01/14/16	1957-01	\$919.20	\$880.00			

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 FirstService Residential
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773
Email: Nepenthe.HOA@fsresidential.com
House Model Number: _____

NAME Katherine Dona SIGNATURE Katherine Dona
ADDRESS 302 Elmhurst Circle DATE 12/15/15
PHONE: (916) 646-6961 ALT. PHONE 397-7291

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 and 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) **

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)

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 Karen Hunt Date 1-8-16

- 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: Approval contingent on data sheets, (brochure), for the equipment being provided.
Note - The replacement was performed prior to the submission of an application.

Final Inspection Required: Yes No

OWNER MUST SUBMIT NOTICE OF COMPLETION AND PICTURES WHEN WORK HAS BEEN COMPLETED

HOME IMPROVEMENT APPLICATION

Nepenthe Association
C/O FirstService Residential
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773
Email: Nepenthe.HOA@fsresidential.com
House Model Number: 2200

NAME: JAMES KENALL
ADDRESS: 1008 Dunbarlow Circle
PHONE: (916) 381-5144
SIGNATURE: [Signature]
DATE:
ALT. PHONE: (916) 826-6928

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 and 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) **

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)

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

[Signature]

Date 1-8-16

- 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

OWNER MUST SUBMIT NOTICE OF COMPLETION AND PICTURES WHEN WORK HAS BEEN COMPLETED

HOME IMPROVEMENT APPLICATION

Nepenthe Association
C/O FirstService Residential
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773
Email: Nepenthe.HOA@fsresidential.com
House Model Number: 2200

NAME: JAMES LENAU
ADDRESS: 1008 Dunbarton Circle
PHONE: (916) 381-5144
SIGNATURE: [Signature]
DATE:
ALT. PHONE: (916) 826-6928

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 and 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) **

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)

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 Placement on East side of home etc

*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: [Signature] Date: 1-8-16

- See notes on plans.
Resubmit patio cover with additional dimensions and elevation.
See comments below and/or on reverse
Submit originally reviewed plans with revised drawings.
Resubmit with more details for

COMMENTS: Contingent on new power lines and fluid lines being installed through the garage wall down low and taken to the heating unit through to garage interior. Neighbor has approved the unit relocation.

Final Inspection Required: Yes No

OWNER MUST SUBMIT NOTICE OF COMPLETION AND PICTURES WHEN WORK HAS BEEN COMPLETED

HOME IMPROVEMENT APPLICATION

Nepenthe Association
C/O FirstService Residential
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773
Email: Nepenthe.HOA@fsresidential.com
House Model Number: 2000

NAME: Rebecca Steve Renee Albright
ADDRESS: 2247 SWARTHMORE DR
PHONE: (530) 320-2660
SIGNATURE: [Handwritten Signature]
DATE:
ALT. PHONE: 916-215-2050

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 and 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) **

ROOF

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

UTILITIES

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

WINDOWS

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

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

[Handwritten Signature]

Date

1-8-16

- 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

OWNER MUST SUBMIT NOTICE OF COMPLETION AND PICTURES WHEN WORK HAS BEEN COMPLETED

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: R. Stone, ADDRESS: 2247 Sunnyside, PHONE: 916-915-2050, SIGNATURE: [Signature], DATE: 1/6/10, ALT. PHONE: 530-320-2600

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

HVAC NOT FUNCTIONAL

*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: [Signature] Date: 1-8-10

- See notes on plans.
Resubmit patio cover with additional dimensions and elevation.
See comments below and/or on reverse
Submit originally reviewed plans with revised drawings.
Resubmit with more details for

COMMENTS: The ARC granted emergency approval. Applicant advised by ARC of HOA policy that power and fluid lines are not to extend up the exterior of the building wall. one panel, (8ft. length), must be moved outward about 9" to provide ventilation for the larger new unit. Final Inspection Required: Yes [checked] No [] Hedge next to fence must be removed.

HOME IMPROVEMENT APPLICATION

Nepenthe Association
C/O FirstService Residential
1131 Commons Dr., Sacramento, CA 95825

Phone: 916-929-8380; Fax: 916-929-1773
Email: Nepenthe.HOA@fsresidential.com
House Model Number

NAME: Aleta Carpenter
ADDRESS: 306 Dunbarton Cir
PHONE: 916-203-3894
SIGNATURE: [Signature]
DATE: 12/14/16
ALT. PHONE:

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 and 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) **

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)

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
Fireplace insert requires extension of gas line from attic space to downstairs fireplace - to be placed in conduit alongside exterior chimney per attached drawing

*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 With Conditions
ARC Chair: [Signature] Date: 1-8-16

- 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: The ARC feels the proposed location is not appropriate for appearance and potential leak reasons.

Final Inspection Required: Yes No

OWNER MUST SUBMIT NOTICE OF COMPLETION AND PICTURES WHEN WORK HAS BEEN COMPLETED



Estimate

2337 American Ave.
Hayward CA 94545
(888) 969-8733
www.arborwell.com
fax: (510) 881-5208

Sales Rep	Date	Estimate #
Greg Rogers	12/17/2015	E79136

Page 1 of 2

Bill To
Nepenthe Homeowners Assoc. c/o First Service Residential 1131 Commons Dr. Sacramento CA 95825

Contact
Betsi McComb

Property
Nepenthe Homeowners Association 1131 Commons Drive Sacramento, California 95825

Notes

Shipping Co...

Species	Qty	Description	Location	Ext. Amt.
Birch <i>574, 575, 585</i>	<u>3</u>	Remove Tree - removal of a tree to an approximate grade.	Between 1268/1318 Vanderbilt	892.50
Stump(s)	3	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Between 1268/1318 Vanderbilt	+ 225.00 \$ <i>1,117.50</i>
Liquidambar <i>653</i>	1	Remove Tree - removal of a tree to an approximate grade.	Front of 1066 Vanderbilt	2,040.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Front of 1066 Vanderbilt	+ 450.00 \$ <i>2,490</i>
Pine <i>663</i>	1	Remove Tree - removal of a tree to an approximate grade.	Front of 1006 Vanderbilt	510.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Front of 1006 Vanderbilt	+ 150.00 \$ <i>660</i>
Pear <i>1396</i>	1	Remove Tree - removal of a tree to an approximate grade.	Next to \$ 605 Elmhurst	850.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Next to \$ 605 Elmhurst	+ 225.00 \$ <i>1,075</i>
Crabapple <i>1357</i>	1	Remove Tree - removal of a tree to an approximate grade.	Next to 707 Elmhurst	170.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	Next to 707 Elmhurst	+ 150.00 \$ <i>320</i>
Birch <i>486</i>	1	Remove Tree - removal of a tree to an approximate grade.	2274 Swarthmore	850.00
Stump(s)	1	Remove Stump - removal of a tree's stump to an approximate depth of six inches with chip backfill. Arborwell is not liable for any damage to surrounding utilities.	2274 Swarthmore	+ 150.00 \$ <i>1,000</i>
Liquidambar	1	Remove Hanging/Broken Limb - removal of a hanging or broken limb greater than 2" in diameter, or as directed by the Certified Arborist.	1338 commons	85.00



Estimate

2337 American Ave.
Hayward CA 94545
(888) 969-8733
www.arborwell.com

Sales Rep	Date	Estimate #
Greg Rogers	12/17/2015	E79136

Page 2 of 2

Species	Qty	Description	Location	Est. Amt
Cedar	2	Reduce End-Weight over house & Crown Raise.	Side of 705 Elmhurst	595.00

Total	\$7,342.50
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By signing this document, I acknowledge that I have read and agree to the attached Terms and Conditions.

Signed: _____

Name: _____

Date: _____

December 30, 2015



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

Re: Tree Work Contract

This commercial bid 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.

Work Description

Tree Species	Qty	Service Description	Location	Cost
Pear #1396	1	Remove & Stump Grind	605 Elmhurst	\$420.00
Crabapple #1357	1	Remove & Stump Grind	707 Elmhurst	\$210.00
Birch #574,575, 585	3	Remove & Stump Grind	1268-1318 Vanderbilt walkway	\$840.00
Liquidambar #653	1	Remove & Stump Grind	1066 Vanderbilt	\$910.00
Pine #486	1	Remove & Stump Grind	1006 Vanderbilt	\$245.00
Birch #486	1	Remove & Stump Grind	2274 Swarthmore	\$280.00
TOTAL CONTRACT PRICE				\$2905.00

Notes:

- Addendum #1 is incorporated and an enforceable part of this contract.
- This proposal may be withdrawn by us if not accepted within 30 days..**
- 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. The Grove Total Tree Care is not to be held liable for damage to irrigation when grinding stumps. Tree pruning shall include removal of all trimmings and cleanup. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance



Vendor:
The Grove
A division of Carson Landscape
Industries

Client:
The Nepenthe Association
Bettsi McComb

9530 Elder Creek Road, Sacramento, CA
95829

1131 Commons Dr.

Contractor's License #470283
Ph: (916) 231-8733 * Fax: (916) 856-
5410
Email: rperham@carson1975.com

Sacramento, CA 95825
Phone: (916) 929-8380

Email: bettsi.mccomb@fsresidential.com

By: Phil Johnson

By: _____

Name: Phil Johnson

Name: _____

Title: ISA Arborist/ Account Manager

Title: _____

Date: December 30, 2015

Date: _____

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: _____



Nepenthe Association

Fine Schedule and Governing Document Enforcement Policy

(Adopted January 25, 2010, pursuant to the CC&Rs, Article XIII, Section 13.06)

The Association may impose fines and enforce the Governing Documents as follows.

1. Fine Schedule

- a. Up to \$100 per day (not to exceed \$1,000) for violation for the first offenses or pursuant to the attached fee schedule.
- b. Up to \$200 per day (not to exceed \$1,000) for violation for repeat offenses or pursuant to the attached fee schedule.
- c. As set forth on Attachment A hereto.

Homeowners must pay fines within fifteen days of the Association imposing the fines. If a Homeowner fails to timely pay a fine, the delinquent Homeowner will be liable for all collection costs, including additional attorney's fees.

2. Violations which require maintenance.

These are violations which may result in the Association performing maintenance or repairs. Upon a violation, the Association may send a "Notice of Violation" to the Owner requesting that the Owner correct the violation immediately in the case of violations which create an imminent health or safety hazard, or within seven days. If the Owner fails to timely correct the violation, the Association may:

- a. perform the maintenance or repairs;
- b. deliver to the Owner a "Notice of Board Hearing" as set forth below; and
- c. after a Board Hearing, impose fines as set forth above or other discipline as set for in the Governing Documents, and impose a Special Individual Assessment against the Owner for the maintenance or repair costs.

The Association may impose against a violating Homeowner a Special Individual Assessment for the costs, including attorney's fees, that the Association incurs to perform the maintenance or repairs.

3. General Violations

These are violations which do not require maintenance or repairs. One example of such a violation is an Owner playing music unreasonably loud so that it disturbs neighbors during the late night hours. Upon a violation, the Association may send a "Notice of Violation" to the Owner requesting that the Owner correct the violation immediately in the case of violations which create an imminent health or safety hazard, or within seven days. If the Owner fails to timely correct the violation, the Association may:

- a. Send the Owner a "Notice of Board Hearing" as set forth below; and
- b. After a Board Hearing, impose fines as set forth above or other discipline as set forth in the Governing Documents.

The Association may impose against a violating Homeowner a Special Individual Assessment for the costs, including attorney's fees, that the Association incurs in its attempts to compel the Homeowner to comply. If a Homeowner fails to timely pay a Special Individual Assessment, the delinquent Homeowner will be liable for all collection costs, including additional attorney's fees.

4. The "Notice of Board Hearing"

The Notice of Board Hearing will set forth the date, time, and place for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision alleged to have been violated, and a statement that the Owner has a right to attend and may address the Board or committee at the hearing. The notice must be delivered by either personal delivery or first-class mail to the Homeowner at least ten (10) days prior to the hearing. If the Board or committee decides to discipline the Owner, the Association must notify the Owner of the disciplinary action by either personal delivery or first-class mail within fifteen (15) days following the decision. The discipline will not be effective until five (5) days after the notification of the decision. If the Board's decision imposes a fine and the problem is not corrected after the five-day period following such notification, the fine may be applied per day to the maximum set forth in the Fine Schedule above until it is corrected.

The purpose of this schedule and policy and all other rules of the Association is to maintain and enhance the quality of life and value of the homes at Nepenthe. Accordingly, everyone should adhere to the rules. Owners are responsible for their tenants' conduct. The Association may enforce this schedule and policy and the rules by legal action.

Attachment A

1. Excessive Noise	\$50 per day
2. Property Alterations/Additions	
If alteration/addition is not in compliance with rules and appropriate CC&Rs.	\$100 per day
3. Nuisance	\$50 per day
4. Vehicles	\$50 per day
5. Pets	\$50 per day
6. Trash / Yard Waste	\$50 per day



NEPENTHE ASSOCIATION

STANDARDS & PRACTICES FOR CONCRETE WALKWAYS

Walkways which are not part of the city of Sacramento public streets are constructed of exposed aggregate concrete no less than 3-5/8 inch thickness, with contrasting crack control pattern joints at intervals of about 10 feet (actually ranging from 8 to 11 feet). These pattern joints are generally 3-5/8 inch wide and were originally constructed with flat redwood 2 X 4's. These wood strips are now constructed with concrete, without exposed aggregate or lampblack in order to contrast with the walkway panels. Primary walkways are five feet wide; secondary walkways to doorways, patios and alleys are 4 feet, 3.5 feet and 3 feet wide.

Some previous repairs have constructed new butted walkway panels without pattern joints. This contributes to tripping hazards, since even a very small displacement of the walkway on one side of the joint produces a tripping hazard. The pattern joint gives an opportunity to transition between small vertical displacements over the width of the joint. The pattern joint also controls crack location, and preserves the original decorative pattern.

Walkways whose joints have become displaced vertically due to tree roots or other causes must be repaired in order to minimize tripping hazards. The maximum permitted vertical displacement is 3/4 inch. The pattern joints can serve as a transition between adjacent walkway panels where the vertical displacement is within acceptable limits. This permits eliminating the vertical lip between displaced walkway panels for possibly less cost than replacing an entire panel. Alternate methods of repair are described below.

Alt.1. chip out the existing pattern joint material, fill in the pattern joint with plain concrete with a broomed surface and tooled edges, 3 inch minimum depth.

Where one side of the pattern joint is higher than the other side, fill in the joint with concrete even with the edges of the concrete slab on each side, warping the concrete as necessary for a smooth transition. The difference in elevation on each side should not exceed 1 inch for this method. If the difference is greater, the high side must either be ground first or the walkway panel must be replaced.

Alt. 2. Grind or cut the surface of the higher slab at the joint to match the adjacent low edge. Grinding or cutting should not exceed 3/4 inch in depth in order to not weaken the concrete slab. At butted joints without a pattern joint, vertical displacements exceeding 1/4 inch must either be ground, or a pattern joint installed.

Alt. 3. Replace one or more panels of walkway between joints with new exposed aggregate concrete walkway. Contrasting pattern joints should always be included in the repair. Be certain that crack control pattern joints should always be included in the repair. Be certain that crack control pattern joints are installed at intervals not exceeding 11 feet.



NEPENTHE ASSOCIATION

Alt 4. Where there is a butted joint without a pattern strip that is displaced, and grinding is not adequate, saw cut 4-inch strip from the slab on the high side of the joint, and create a pattern joint which can take up the displacement as described above.

Alt. 5. Moving the replacement walkway horizontally to give greater clearance to nearby trees is another alternative, although an expensive one, since a considerable amount of walkway would need to be replaced to produce an acceptable alignment.

Alt 6. Replacing the walkway with narrowed sections to give greater clearance to nearby trees is an alternative only where the narrowing would not exceed 12 inches. Minimum width must not be less than 3.5 feet in order to meet ADA requirements.

New exposed aggregate concrete for walkways should conform to the following specifications:

Minimum 28-day compressive strength: 25 MPa

Minimum cement, sacks per cubic yard: 6

Maximum water/cement ratio by weight: 0.45

Slump, Inches: 2 to 4

Air entrainment, % by volume: 5.5-8%

Lampblack admixture per cubic yard: 3/4 lb. to 1 lb., to best match existing exposed aggregate walk (except none in pattern strip concrete)

Subgrade shall be free of exposed roots, and native soil compacted to 90% relative compaction. Forms for sides and pattern joints shall be depth and well braced. Edges shall be rounded with an edging tool. Cross slope shall be between 1/8 inch and 1/2 inch per foot to provide drainage. Where exposed tree roots have encroached into the walkway, they shall be sawn to a depth of 14 inches at the edge of the form, removed to a depth of 6 inches below subgrade, and a 12 inch deep by 4 foot long plastic root barrier installed in the cut on the tree side.

There may be locations where optimum walkway repair is not advisable without removal of one or more trees. In such a case, report the tree number and nearest home address and location to the manager for instructions. In locations where walkway panel replacement is necessary due to tree roots, check with the manager to see if the tree causing the problem is scheduled for removal in the tree management plan. If the tree is scheduled for removal within three years, it may be advisable to delay walkway panel replacement until after tree removal, since the removal may damage the walkway. In the event that the displacement is too severe for a pattern joint transitions, a temporary tapered using epoxy cement can be installed at the point to address the tripping hazard in the interim.

Bids should be solicited for this work on a unit price basis, giving bidders an approximate number of locations each for pattern joint replacement, for grinding, and for saw cutting, and per square foot of



NEPENTHE ASSOCIATION

walkway removal and replacement. It frequently happens that additional locations are discovered after bidding, and unit price bids permit adjusting qualities.

Nepenthe is also responsible for controlling tripping hazards in sidewalks on public streets within Nepenthe. Generally, this will consist of grinding or cutting the high side of the joint to bring the difference in elevation across the joint to less than 1/4 inch. Where concrete curb, gutter or sidewalk must be replaced, conform to City Of Sacramento specifications, with the addition of lampblack as described above in order to better match the color of existing concrete.

Any homeowner that chooses to contract for a solid concrete walkway (for example- from the alley to a patio gate) must choose an exposed aggregate finish installed in compliance with these Standards and Practices.

Proposed consolidation of the Outreach and Social Committees Nepenthe Association

Because the purpose and many functions of the Outreach and Social Committees are compatible and aligned, we propose that the Social Committee become a sub-committee of the Outreach Committee. Purpose and functions include the following:

- Welcome new residents to Nepenthe.
- Provide information about Nepenthe Association- how it works and encourage active participation and input from residents.
- Encourage residents to join committees and volunteer assistance.
- Inform residents about homeowner and resident rights and responsibilities as well as community issues of interest and concern.
- Encourage homeowner participation in budget planning, reserve review and other fiscal matters.
- Encourage the use of the Nepenthe Website and the use of electronic communication from Board and Management staff.
- Assist the Board to ensure residents have one or more forums a year to discuss Association and community issues.
- Ensure transparency of governance and facilitate involvement of residents.
- Plan, implement and evaluate special events and ongoing social activities to encourage a strong sense of community.

Nepenthe Finance Committee
Standards and Practices

Approved by the Board of Directors March 4, 2015

Nepenthe Finance Committee Standards and Practices

Part One: Structure and Requirements of Nepenthe Committees

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Nepenthe Finance Committee Standards and Practices

Purpose

The purpose of this document is to set minimum requirements, standards and practices for the Nepenthe Finance Committee. It will also help ensure continuity of operations through turnover.

Part One: Structure and Requirements of Nepenthe Committees

A. Committee Chairperson

Committee chairpersons are responsible for:

1. Ensuring that committee members receive the documents and training necessary to successfully carry out their respective responsibilities.
2. Preparing their committee for successful meetings and for orderly conduct of the meetings.
3. Obtaining from the board and management information and materials required for the performance of committee duties.
4. Communicating with the board through board liaisons and by speaking at board meetings.
5. Seeing that minutes and requests for board action are submitted on time and in the formats requested by the board.
6. Providing management with their contact information for monthly publication in the newsletter.
7. Answering homeowner questions, timely and accurately.

B. Secretary and Minutes

1. Each committee secretary will be appointed by the chairperson or elected by the committee. The chairperson may serve as the secretary.
2. Minutes of each committee meeting will be recorded and kept on file in the office where they will be accessible to homeowners upon request.
3. Meeting minutes will be submitted within one week in the following standard format approved by the board:
 - a. The date, time and location of the meeting.
 - b. The names of present and absent committee members.
 - c. The names of others attending the meeting (for follow-up, if necessary).
 - d. Recommended action for the board.
 - e. Information requested from the board.
 - f. Information from the committee to the board.
 - g. Such other information as the committee may deem necessary to record.
 - h. The date, time and place of the next meeting.
4. The committee secretary or the committee chairperson will sign minutes. The signature will appear over the typed or printed name of the signer.
5. Minutes will be submitted in a digital format.

Nepenthe Finance Committee Standards and Practices

C. Application

1. Once per year, usually in the April newsletter, the board notifies all residents of the opportunity to apply or re-apply for committee membership. The requisite application form may also be included with the ballot mailed to homeowners for board elections.
2. A Committee Application Form must be submitted by each person, each year, who wishes to join or remain on a committee. This applies to sitting committee members including chairpersons who wish to be reappointed. The deadline for submitting applications is May 1 of every year.
3. Copies of all submitted applications will be shared with the appropriate chairpersons as soon as they are received in the office.
4. Residents interested in serving on a committee are encouraged to attend at least one meeting of the committee before submitting an application.

D. Appointment

1. All committee appointments require an affirmative vote by a majority of the board, meeting in public session and duly recorded in the minutes. Committee appointments may be included on the consent calendar.
2. Following the board elections and no later than 15 days after the Annual Homeowners Meeting, the Board will appoint all Finance Committee members and name the chairperson(s). It will also name a director as board liaison.
3. The board may appoint a new member to a committee at any time during the year upon receiving a committee application and after conferring with the committee chairperson. The new member's term will expire at the same time as all other members' terms.

E. Terms

Committee members serve one-year terms, commencing within 15 days of the Annual Homeowners Meeting and ending at the next year's Annual Homeowners Meeting.

F. Attendance Requirements

Any committee member who misses two meetings consecutively or four meetings cumulatively during the term of appointment may forfeit membership on the committee. Chairpersons will notify the board in writing when a committee member has forfeited membership.

G. Minority Reports

Any committee member who disagrees with a committee position may attach a written minority report to the committee minutes so long as the attachment is shared with all members of the committee.

H. Discipline and Removal

1. Committee members serve at the board's pleasure and may be removed by the board at any time for any reason.

Nepenthe Finance Committee Standards and Practices

2. The board is not required to explain the appointment or removal of any committee member, including chairpersons.
3. Removal requires an affirmative vote by at least a majority of the board, meeting in either closed or open session, and recorded in the minutes.
4. If the chairperson or a majority of the committee want the board to remove or discipline a committee member, the matter will be taken up first with the committee's board liaison and, if necessary, with the board.

I. Communication with Homeowners

1. Any written committee communication with individual homeowners will be consistent with the governing documents and with board policy, and will be copied to the board liaison, who may at his or her discretion share the communication with the board.
2. Mass communication to homeowners must be approved in advance by the board liaison who will see that copies are delivered in advance to the other board members.
3. The chairperson will see that copies of all written communication are kept on file in the office.

J. Committee Meeting Logistics

1. The committee shall meet at least once per quarter for review and discussion of assigned tasks.
2. Each committee will set the date and time of its own meetings, giving consideration to the convenience of committee members, of homeowners having business with the committee, and of the board liaison.
3. Except in emergencies, notice of any committee meeting will be posted at least 96 hours in advance of the meeting. The meeting date, time, place and agenda will be included in the notice.
4. If an emergency requires a committee to meet with less than 96-hours' notice, the notice will be posted immediately and the chairperson will notify the board liaison.
5. Visitors attending committee meetings, even if only to observe, will be acknowledged by the chairperson as a matter of courtesy.
6. Every committee will schedule a homeowner comment period at the outset of every meeting.
7. **The manager and staff usually do not have time to attend committee meetings. Requests for staff to attend committee meetings shall be directed in advance to the Board President for approval. Upon approval, the President shall notify the other members of the Board.**

K. Relations with the Board

1. The board will provide clear direction to all committees and will respond promptly to the committees' recommendations and requests for information or guidance.
2. Liaisons and other board members attending committee meetings will not interfere with committee deliberations and will speak only if recognized by the chairperson.

Nepenthe Finance Committee Standards and Practices

L. Board Liaisons

1. The board will name one of its members to serve as liaison to each committee.
2. Liaisons help committees understand the board's policies and decisions and help the board understand the committees' needs, concerns and recommendations.
3. Board liaisons are expected to attend committee meetings but are not required to. If a board liaison is unable to attend a committee meeting, the committee chairperson will inform the liaison of what transpired immediately following the meeting.
4. Liaisons will not interfere with committee deliberations and will speak only if recognized by the chairperson. Liaisons may not vote on any matter considered by committees.
5. At the outset of each committee meeting, the board liaison will briefly update the committee on recent board activity.
6. The board liaison will be included in all communications between the chairperson and the committee.

M. Request for Board Action

1. When requesting board action, a committee will note it in the minutes and is urged to submit it as a separate proposal for inclusion in the board packet. The proposal should consist of seven parts in the following order:
 - a. The name of the committee.
 - b. The date the committee approved the request, as recorded in the minutes.
 - c. A concise statement of the problem being addressed.
 - d. A suggested motion or resolution.
 - e. Additional information, if any.
 - f. Other possible solutions that were considered, if any.
 - g. Space for the manager to indicate his or her position on the proposal.
2. Committee requests for board action may be submitted at any time, but those submitted less than 10 days prior to the monthly board meeting may be held over until the following month.
3. To facilitate dissemination and archiving, all proposals will be submitted electronically.
4. The board is not obligated to place any action request on the meeting agenda. However, if a request is placed on the agenda it will appear first as a New Business item, i.e., for discussion only. The board may then decide to (a) set the proposal as an Unfinished Business item for a later meeting, (b) return it to the committee for revision and re-submittal, (c) refer it to the manager or to another committee for review and comment, or (d) pursue the matter no further. In any case, the committee will be notified of the board's decision within a reasonable period of time.

N. Disagreement with the Board

When a committee disagrees with board policies or decisions, it will notify the board in writing, either in committee reports or in a separate communication. But the committee will not interfere with implementation of board policies and directives.

Nepenthe Finance Committee Standards and Practices

Part Two: Standards and Practices for the Nepenthe Finance Committee

O. Role of the Finance Committee

The Finance Committee assists and advises the Board of Directors in their financial decision-making duties by:

1. Recommending and monitoring financial policies and goals that support the mission, values, and strategic goals of the Nepenthe Association.
2. Reviewing the budget, reserve study and other financial reports and statements and presenting recommendations to the board for fiscal revisions.
3. Recommending corrective actions to ensure that the association remains in compliance with current law and monitoring management and association compliance with bookkeeping procedures.
4. Recommending investments and monitoring the financial health of all investments against the association's goals and annual budget objectives.
5. Reviewing vendors' contracts, invoices, and work orders to ensure that Nepenthe receives contracted services that are completed in a contractually compliant and timely manner and at a fair and reasonable cost **at the request of the Board.**

P. Limits on Powers

1. Only the board is authorized to elect or appoint co-chairpersons of committees. The committee may elect, or a committee chairperson may appoint, a vice-chairperson.
2. The Finance Committee is appointed solely to advise the board and to assist it in the performance of its duties. Committees have no authority over managers, homeowners, vendors, other persons or other entities.
3. All members of the Finance Committee will abide by the governing documents and will follow board policy.

Q. Qualifications

1. The board appoints Finance Committee members. General appointment criteria includes, but is not limited to, willingness to serve, availability to serve, ability to get along with others, fairness, firmness and ability to function within a team.
2. Individuals with specific experience in the following fields may be given preference for appointment to the Committee:
 - a. Finance
 - b. Budgets
 - c. Accounting and/or financial report analysis
 - d. Investments
 - e. Writing and editing
3. Committee members occupy a position of public trust and as such are expected to maintain the same qualities of behavior as board members: honesty, civility, discipline, frugality, foresight and decisiveness.
4. Committee members shall be Nepenthe homeowners that are in good standing with

Nepenthe Finance Committee Standards and Practices

the association, meaning they are current in the payment of assessments and/or fines and are in compliance with the rules of the association. If disputed payments, fines or non-compliance are being appealed to the board, the member may continue serving on the committee until the board renders a decision. If such cases are in litigation, arbitration or mediation, the board will be the sole judge as to whether the member may continue serving on the committee.

5. Each member of the committee must be unencumbered by any conflict of interest and also attest that they have never been convicted and, to the best of their knowledge, are not presently under investigation for any felony.
6. Committee members are expected to familiarize themselves with the following documents as they pertain to the committee's rights and responsibilities: The CC&Rs, the Bylaws, Finance Committee Standards and Practices, the Investment Policy Statement (IPS) and the Master Calendar. Copies of these documents are on file in the office and will be provided to any committee member upon request.
7. Committee members are expected to familiarize themselves with the association's investment goals and how these goals support the association's mission.

R. Size of Finance Committee

The board will determine the size of the committee after conferring with the chairperson. A minimum of three (3) members is recommended to maintain a functioning committee with a simple majority constituting a quorum to do business.

S. Finance Committee Meeting Topics and Tasks

Many committee topics and tasks are driven by the board calendar. Board members and residents may attend any Finance Committee meeting without explaining or being asked to explain the reason for their attendance. Advance notice of attendance is not required but is advised as a matter of courtesy.

1. Monthly

- a. Introduction of any homeowners and public comment period. Each speaker will be given three to five minutes to speak.
- b. Update by the Board Liaison.
- c. Review, revise and approve the minutes from the prior meeting.
- d. Review the board calendar to ensure that the committee has addressed all relevant topics for the month.
- e. Review the monthly financial report as prepared by management.
- f. Review the performance of investment funds and investment managers in accordance with the Investment Policy Statement (IPS).
- g. Recommend adjustments or correct defects under the portfolio in a uniform and nondiscriminatory manner.
- h. Review all fees incurred by or on behalf of the portfolio for reasonableness.
- i. Discuss topics for the newsletter and determine if an article would be beneficial to the community.

Nepenthe Finance Committee Standards and Practices

2. Annual Finance Committee Calendar

Annual tasks are driven by the requirements of the governing documents and the investments. Finance-related tasks are included on the board calendar to ensure required deadlines are not missed.

a. January

- i. Manager presents the preliminary year-end report. The CPA will submit the final report to the board in March.
- ii. Management presents the books for the previous fiscal year to the CPA for review or audit, as determined by the board.

b. February

- i. Finance Committee reviews the success of the investment manager(s) and/or investment funds for the Portfolio and recommends retaining or replacing the investment manager(s).
- ii. The insurance agent files a risk management survey. The Finance Committee should be made aware if there are additional risks identified that will significantly raise the insurance rate.

c. March

- i. Manager mails out hearing notices to delinquent homeowners.
- ii. Board president signs tax returns; manager mails them.
- iii. CPA submits review or audit of the annual books and tax returns. Copies are shared with board members and the Finance Committee.

d. April

- i. Manager mails a notice to all committee members that they must apply for reappointment. If they do not apply, they will not be reappointed. In committee meetings, chairpersons remind their members of this requirement.

e. May

- i. Deadline for committee applications.
- ii. Chairpersons and liaisons.
- iii. Manager notifies committee applicants of their appointments.

f. June

- i. Finance Committee reviews the backgrounds of committee members to ensure no conflicts of interest exist.
- ii. Finance Committee works with management to review vendors' contracts, invoices, and work orders to ensure that the association received contracted services that were completed in a contractually compliant and timely manner and at a fair and reasonable cost.
- iii. Insurance Committee meets to review liability policies (expiring October 1) and discuss any changes in coverage or premiums. The Finance Committee should be made aware if premiums will rise significantly.

g. July

- i. Manager gives mid-year financial report, stating whether the association is likely to meet its financial goals for the year.
- ii. Manager recommends and the board determines whether to put out to bid any vendor contracts for the following fiscal year.

Nepenthe Finance Committee Standards and Practices

- iii. If the board decided to put any vendor contracts out for bid, the manager prepares and mails RFPs to qualified vendors.
- iv. Board begins negotiations on management contract. Contract negotiations will be finalized during September.
- h. August
 - i. Manager provides all necessary data to the Reserve consultant for updating the Reserve Study.
 - ii. The Reserve consultant, the Board, Management and the Finance Committee work together to determine the amount of contributions necessary for adequate portfolio growth and how possible annual assessment increases will impact the monthly assessment rate.
 - iii. The Reserve consultant attends the board meeting, explains the updated Reserve Study and answers questions.
 - iv. Insurance Committee meets to review the flood policy (expiring December 14) and discuss any changes in coverage or premiums. The Finance Committee should be made aware if premiums will rise significantly.
 - v. The Board awards vendor contracts for the following fiscal year.
- i. September
 - i. Manager proposes the budget for the following fiscal year and provides a copy to the Finance Committee.
 - ii. Finance Committee presents findings of the committee to be considered for possible budget revisions.
 - iii. Treasurer, Finance Committee and Manager recommend whether to audit or review the books for the current fiscal year.
 - iv. Board approves management contract (executive session).
 - v. Board approves insurance policy renewals (except for flood).
 - vi. Board approves updated Reserve Study.
 - vii. Manager asks the board and committees for suggestions to improve the Master Calendar.
 - viii. Board asks manager, committees and homeowners to suggest goals for the coming year.
- j. October
 - i. Finance Committee reviews, revises and/or adopts an Investment Policy Statement.
 - ii. Board adopts a budget for the following fiscal year.
 - iii. Board decides whether to audit or review the books for the current fiscal year.
 - iv. Insurance Committee or insurance agent report on flood insurance premiums renewing December 14th.
- k. November
 - i. Board sets goals for the following year.
 - ii. Board acts on flood insurance policies renewing December 14.

Nepenthe Finance Committee Standards and Practices

- I. December
 - i. Manager presents next year's Master Calendar to the board for review and comment.
 - ii. Management contract expires unless renewed by mutual agreement.
 - iii. Fiscal year ends December 31.

T. Relations with Management

If management is requested to attend a committee meeting to answer questions, the committee shall provide the list of questions prior to the meeting so that ample research time is allowed for response. Also, from time to time members of the committee might need the assistance of office staff. Any requests for assistance from office staff will first be discussed in committee or, if urgent, with the Finance Committee chairperson.





JAMES E. WILLIAMS & SON, INC.



11460 Sunrise Gold Circle, Suite A
Rancho Cordova, CA 95742
Phone: 916-771-5931
Fax: 916-290-0541
Email: info@jwanson.com
Web: www.jwanson.com

Since 1987

Lic. #688112

Customer:

Nepenthe HOA
810 Dunbarton Circle
Sacramento, CA 95825

Project: Concrete Front Step

Proposal Number: 0116-0009

Date: 1-18-16

James E. Williams and Son Inc. propose to furnish all materials and labor necessary to complete the following:

Scope of Work:

- Demo approx.. 25 Sq Ft of concrete and brick.
- Haul away all debris to local land fill.
- Set forms and grade.
- Pour approx. 25 Sq Ft of concrete.
- Concrete to be Approx. 4" deep using 6 sac exposed aggregate.
- Set approx. 75 tan bricks to match existing as close as possible.
- Work to be completed in conjunction with the Nepenthe Association sidewalk repair/replacement project. If work is to be completed outside of this project additional fees may be incurred.

Total cost this estimate: \$ 1,323.19

Please note: All measurements are approximate. Scope of work based off of a visual inspection. Any work above mentioned scope of work to be done per approved change order. Cost does not include permits, engineering, or processing if required.

JAMES E WILLIAMS AND SON INC.

Acceptance of proposal: Your signature below authorizes James E. Williams & Son, Inc. to perform the work defined in this proposal and you agree to the terms and conditions of this contract. All work shall be completed in a workmanlike manner according to standard construction practices.

Payments: Owner shall make and initial down payment of 10% of the total Contract Price to James E. Williams for mobilization and materials prior to starting the project. Final Payment: Contractor will submit

final payment invoice after completion of the project and Owner agrees to pay in full Final Payment within 30 days of invoice date for payment. Progress payments: In the event the project is scheduled to take longer than 15 days to complete Contractor will submit progress payment for percentage of work completed, materials purchased, and any completed change orders if applicable. Owner agrees to pay in full all progress payments within 30 days of invoice date for payment. Payments not made when due under this contract shall be subject to a late fee of 1% of the overdue amount monthly unless Owner rejects invoice with just cause for non-compliance with this contract.

Extra Work: This contract applies only to the work defined in this proposal. Any additional work will be performed only after a change order is submitted by Contractor to Owner and the Owner has approved the Change Order. Payment for change orders will be submitted as part of the progress payments or final payments, whichever is applicable.

Incidental damage caused by construction: We will take reasonable care and precautions to minimize damage to landscaping however some damage to landscaping is possible in order to access the work area; unless otherwise noted in this proposal replacement of landscaping is not included in our proposal. When performing exterior repairs to buildings it is possible that some damage may occur to the interior drywall (cracks and/or "nail pops") due to vibration of the walls and the act of performing these types of repairs. This is not caused by Contractor negligence but is inherent to this type of work; unless otherwise noted in this proposal Interior repairs are not included in this proposal.

Limited Warranty: James E. Williams & Son, Inc. warrants its construction work against defects in workmanship for one (1) full year from the 100% completion of the project. This limited warranty does not cover defects caused by misuse, accidents, earthquakes, negligent maintenance, or normal wear and tear. In order for the above limited warranty to be effective, owner must give James E. Williams & Son, Inc. written notice of any defect covered hereunder on or before the expiration of thirty days from the date of discovery of the defect or the expiration of the one year (1) period, whichever occurs first, specifying the nature of the defect. Owner must allow reasonable access to the property to inspect and repair the defect. Should any issue for which James E Williams & Son, Inc. is asked to investigate a warranted defect be found not to be the fault of workmanship of a warranted defect the Owner is subject to pay James E Williams & son, Inc. for time and materials to investigate and/or remedy the problem.

Existing windows and doors: Unless replacing windows or doors the owner understands that contractor will not be responsible in any way for windows or doors if they leak including but not limited to resulting damage if leak occurs. Contractor to be responsible for proper tie in with window flange around perimeter of window.

Mold and Hazardous Waste. Unless a specific part of the work designated is, or unequivocally relates to, the abatement of toxic or hazardous Materials located on site, James E. Williams and Son, Inc., has undertaken no obligation to mitigate, remove, destroy or otherwise remedy any toxic or hazardous materials which, during the course of construction, may be found to be present at the site. Owner shall and does indemnify and hold James E. Williams and Son, Inc., harmless from and against any cost, expense, liability, charge, or other obligation that James E Williams and Son Inc., may incur as a result of its discovery and encounter, during the course of the work, any such toxic or hazardous waste on the site. If such a discovery does occur and the parties are unable to agree upon a change order to remedy the condition, or otherwise deal with the condition, (for example only,) by the employment of a mitigation company or other specialty contractor, James E Williams and Son Inc., shall be entitled to stop work until the parties are able to agree upon such a change order, method or other arrangement to deal with the condition. Abatement such as but not limited to mold, lead and asbestos are not included in this proposal.

Unless otherwise specified in this proposal; plans, permits, engineering, processing or code upgrades are not included in this proposal and are reimbursable costs if needed. Hidden Damages are not included in

this proposal.

If a permit is required, James E. Williams and Son, Inc. will procure the permit at an additional cost billed as a change order to this proposal, unless otherwise stated in this proposal. We will facilitate all inspections for the work being completed in this proposal. If the building department requires an inspection of smoke and CO detectors we will attempt to gain access while the inspector is onsite inspecting the scope of work covered in this proposal. If we cannot gain access, we will not be responsible to arrange access for future inspections, if the permit lapses or any additional fees associated to the permit process for lack of verification.

You, the homeowner (buyer) or tenant have the right to require the contractor to furnish you with a performance bond which is not included in this proposal. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed shall be deemed a material breach of this agreement and shall entitle the contractor to damages. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to your local State Board.

This proposal is valid for 30 days from the date of the proposal unless otherwise noted. Due to unforeseen economic changes in material and labor costs we reserve the right to review costs defined in this proposal if Owners accepts the proposal beyond 30 days of the date of this proposal. I have read and agree to the Terms & Conditions of this proposal/contract. I authorize James E. Williams & Son, Inc. to perform the work as outlined in this proposal.

Customer:

Nepenthe HOA
810 Dunbarton Circle
Sacramento, CA 95825

**Authorized Homeowners
Association Representative:**

Contractor:

James E. Williams and Son, Inc.
11460-A Sunrise Gold Circle
Rancho Cordova, CA 95742
Phone: 916-771-5931
Efax: 916-290-0541
Email: billy@jwandson.com

Billy Williams

Signature

Date

Signature

1-18-16

Date



JAMES E. WILLIAMS & SON, INC.



11460 Sunrise Gold Circle, Suite A
Rancho Cordova, CA 95742
Phone: 916-771-5931
Fax: 916-290-0541
Email: info@jwandson.com
Web: www.jwandson.com

Since 1987

Lic. #688112

Customer:

**Nepenthe HOA
810 Dunbarton Circle
Sacramento, CA 95825**

Project: Concrete Front Step

Proposal Number: 0116-0037

Date: 1-18-16

James E. Williams and Son Inc. propose to furnish all materials and labor necessary to complete the following:

Scope of Work:

- Demo approx.. 25 Sq Ft of concrete and brick.
- Haul away all debris to local land fill.
- Set forms and grade.
- Pour approx. 25 Sq Ft of concrete.
- Concrete to be Approx. 4" deep using 6 sac exposed aggregate.
- Work to be completed in conjunction with the Nepenthe Association sidewalk repair/replacement project. If work is to be completed outside of this project additional fees may be incurred.

Total cost this estimate: \$ 1,003.19

Please note: All measurements are approximate. Scope of work based off of a visual inspection. Any work above mentioned scope of work to be done per approved change order. Cost does not include permits, engineering, or processing if required.

JAMES E WILLIAMS AND SON INC.

Acceptance of proposal: Your signature below authorizes James E. Williams & Son, Inc. to perform the work defined in this proposal and you agree to the terms and conditions of this contract. All work shall be completed in a workmanlike manner according to standard construction practices.

Payments: Owner shall make and initial down payment of 10% of the total Contract Price to James E. Williams for mobilization and materials prior to starting the project. Final Payment: Contractor will submit final payment invoice after completion of the project and Owner agrees to pay in full Final Payment within 30 days of invoice date for payment. Progress payments: In the event the project is scheduled to

take longer than 15 days to complete Contractor will submit progress payment for percentage of work completed, materials purchased, and any completed change orders if applicable. Owner agrees to pay in full all progress payments within 30 days of invoice date for payment. Payments not made when due under this contract shall be subject to a late fee of 1% of the overdue amount monthly unless Owner rejects invoice with just cause for non-compliance with this contract.

Extra Work: This contract applies only to the work defined in this proposal. Any additional work will be performed only after a change order is submitted by Contractor to Owner and the Owner has approved the Change Order. Payment for change orders will be submitted as part of the progress payments or final payments, whichever is applicable.

Incidental damage caused by construction: We will take reasonable care and precautions to minimize damage to landscaping however some damage to landscaping is possible in order to access the work area; unless otherwise noted in this proposal replacement of landscaping is not included in our proposal. When performing exterior repairs to buildings it is possible that some damage may occur to the interior drywall (cracks and/or "nail pops") due to vibration of the walls and the act of performing these types of repairs. This is not caused by Contractor negligence but is inherent to this type of work; unless otherwise noted in this proposal Interior repairs are not included in this proposal.

Limited Warranty: James E. Williams & Son, Inc. warrants its construction work against defects in workmanship for one (1) full year from the 100% completion of the project. This limited warranty does not cover defects caused by misuse, accidents, earthquakes, negligent maintenance, or normal wear and tear. In order for the above limited warranty to be effective, owner must give James E. Williams & Son, Inc. written notice of any defect covered hereunder on or before the expiration of thirty days from the date of discovery of the defect or the expiration of the one year (1) period, whichever occurs first, specifying the nature of the defect. Owner must allow reasonable access to the property to inspect and repair the defect. Should any issue for which James E Williams & Son, Inc. is asked to investigate a warranted defect be found not to be the fault of workmanship of a warranted defect the Owner is subject to pay James E Williams & son, Inc. for time and materials to investigate and/or remedy the problem.

Existing windows and doors: Unless replacing windows or doors the owner understands that contractor will not be responsible in any way for windows or doors if they leak including but not limited to resulting damage if leak occurs. Contractor to be responsible for proper tie in with window flange around perimeter of window.

Mold and Hazardous Waste. Unless a specific part of the work designated is, or unequivocally relates to, the abatement of toxic or hazardous Materials located on site, James E. Williams and Son, Inc., has undertaken no obligation to mitigate, remove, destroy or otherwise remedy any toxic or hazardous materials which, during the course of construction, may be found to be present at the site. Owner shall and does indemnify and hold James E. Williams and Son, Inc., harmless from and against any cost, expense, liability, charge, or other obligation that James E Williams and Son Inc., may incur as a result of its discovery and encounter, during the course of the work, any such toxic or hazardous waste on the site. If such a discovery does occur and the parties are unable to agree upon a change order to remedy the condition, or otherwise deal with the condition, (for example only,) by the employment of a mitigation company or other specialty contractor, James E Williams and Son Inc., shall be entitled to stop work until the parties are able to agree upon such a change order, method or other arrangement to deal with the condition. Abatement such as but not limited to mold, lead and asbestos are not included in this proposal.

Unless otherwise specified in this proposal; plans, permits, engineering, processing or code upgrades are not included in this proposal and are reimbursable costs if needed. Hidden Damages are not included in this proposal.

If a permit is required, James E. Williams and Son, Inc. will procure the permit at an additional cost billed as a change order to this proposal, unless otherwise stated in this proposal. We will facilitate all inspections for the work being completed in this proposal. If the building department requires an inspection of smoke and CO detectors we will attempt to gain access while the inspector is onsite inspecting the scope of work covered in this proposal. If we cannot gain access, we will not be responsible to arrange access for future inspections, if the permit lapses or any additional fees associated to the permit process for lack of verification.

You, the homeowner (buyer) or tenant have the right to require the contractor to furnish you with a performance bond which is not included in this proposal. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed shall be deemed a material breach of this agreement and shall entitle the contractor to damages. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to your local State Board.

This proposal is valid for 30 days from the date of the proposal unless otherwise noted. Due to unforeseen economic changes in material and labor costs we reserve the right to review costs defined in this proposal if Owners accepts the proposal beyond 30 days of the date of this proposal. I have read and agree to the Terms & Conditions of this proposal/contract. I authorize James E. Williams & Son, Inc. to perform the work as outlined in this proposal.

Customer:

Nepenthe HOA
810 Dunbarton Circle
Sacramento, CA 95825

**Authorized Homeowners
Association Representative:**

Signature

Date

Contractor:

James E. Williams and Son, Inc.
11460-A Sunrise Gold Circle
Rancho Cordova, CA 95742
Phone: 916-771-5931
Efax: 916-290-0541
Email: billy@jwandson.com

Billy Williams

Signature

1-18-16

Date



JAMES E. WILLIAMS & SON, INC.



11460 Sunrise Gold Circle, Suite A
Rancho Cordova, CA 95742
Phone: 916-771-5931
Fax: 916-290-0541
Email: info@jwanson.com
Web: www.jwanson.com

Since 1987

Lic. #688112

Customer:
Nepenthe Homeowners Association
Sacramento, CA

Project: Phase III – Dryrot Inspections
and Report

Proposal Number: 0116-0025

Date: January 26, 2016

James E. Williams and Son Inc. propose to furnish all materials and labor necessary to complete the following:

Scope of Work:

Phase II -2015 Pre-paint Exterior Component Inspections and Report (209 Units)

- Identify damaged and decayed exterior components by elevation designated Front, Back, Left & Right on all elevations and levels.
- Fascia Trim will be identified per lineal foot and siding material by piece.
- Fencing components will be noted in lineal feet, access gates in each.
- Excessive Vegetation that will impede the repair and painting process will be noted for maintenance or removal pending Arborists recommendations.
- Unsafe structures, Arbors and Trellises will be noted and recommended for removal.

Note:

Findings will be based on visual inspection. Any additional repairs outside the documented scope of work will be addressed as an addendum to the base report. Report format will be consistent with the Phases I & II report. Unit costs will include fence replacement in lineal feet vs. individual components. The lineal foot pricing will include all labor and material including fence posts.

If James E. Williams and Son Inc. is awarded the 2015 Phase III Exterior Component Repairs and Painting project in its entirety, 209 Units and Clubhouse, the cost of the inspection and report will be credited back to the Association in full on the final billing of for Phase III work.

Total cost this estimate: \$ 11,995.00

Please note: All measurements are approximate. Scope of work based off of a visual inspection. Any work above mentioned scope of work to be done per approved change order. Cost does not include permits, engineering, or processing if required.

JAMES E WILLIAMS AND SON INC.

Acceptance of proposal: Your signature below authorizes James E. Williams & Son, Inc. to perform the work defined in this proposal and you agree to the terms and conditions of this contract. All work shall be completed in a workmanlike manner according to standard construction practices.

Payments: Owner shall make an initial down payment of 10% of the total Contract Price to James E. Williams for mobilization and materials prior to starting the project. Final Payment: Contractor will submit final payment invoice after completion of the project and Owner agrees to pay in full Final Payment within 30 days of invoice date for payment. Progress payments: In the event the project is scheduled to take longer than 15 days to complete Contractor will submit progress payment for percentage of work completed, materials purchased, and any completed change orders if applicable. Owner agrees to pay in full all progress payments within 30 days of invoice date for payment. Payments not made when due under this contract shall be subject to a late fee of 1% of the overdue amount monthly unless Owner rejects invoice with just cause for non-compliance with this contract.

Extra Work: This contract applies only to the work defined in this proposal. Any additional work will be performed only after a change order is submitted by Contractor to Owner and the Owner has approved the Change Order. Payment for change orders will be submitted as part of the progress payments or final payments, whichever is applicable.

Incidental damage caused by construction: We will take reasonable care and precautions to minimize damage to landscaping however some damage to landscaping is possible in order to access the work area; unless otherwise noted in this proposal replacement of landscaping is not included in our proposal. When performing exterior repairs to buildings it is possible that some damage may occur to the interior drywall (cracks and/or "nail pops") due to vibration of the walls and the act of performing these types of repairs. This is not caused by Contractor negligence but is inherent to this type of work; unless otherwise noted in this proposal Interior repairs are not included in this proposal.

Limited Warranty: James E. Williams & Son, Inc. warrants its construction work against defects in workmanship for one (1) full year from the 100% completion of the project. This limited warranty does not cover defects caused by misuse, accidents, earthquakes, negligent maintenance, or normal wear and tear. In order for the above limited warranty to be effective, owner must give James E. Williams & Son, Inc. written notice of any defect covered hereunder on or before the expiration of thirty days from the date of discovery of the defect or the expiration of the one year (1) period, whichever occurs first, specifying the nature of the defect. Owner must allow reasonable access to the property to inspect and repair the defect. Should any issue for which James E Williams & Son, Inc. is asked to investigate a warranted defect be found not to be the fault of workmanship of a warranted defect the Owner is subject to pay James E Williams & son, Inc. for time and materials to investigate and/or remedy the problem.

Existing windows and doors: Unless replacing windows or doors the owner understands that contractor will not be responsible in any way for windows or doors if they leak including but not limited to resulting damage if leak occurs. Contractor to be responsible for proper tie in with window flange around perimeter of window.

Mold and Hazardous Waste. Unless a specific part of the work designated is, or unequivocally relates to, the abatement of toxic or hazardous Materials located on site, James E. Williams and Son, Inc., has undertaken no obligation to mitigate, remove, destroy or otherwise remedy any toxic or hazardous materials which, during the course of construction, may be found to be present at the site. Owner shall and does indemnify and hold James E. Williams and Son, Inc., harmless from and against any cost, expense, liability, charge, or other obligation that James E Williams and Son Inc., may incur as a result of its discovery and encounter, during the course of the work, any such toxic or hazardous waste on the site. If such a discovery does occur and the parties are unable to agree upon a change order to remedy

the condition, or otherwise deal with the condition, (for example only,) by the employment of a mitigation company or other specialty contractor, James E Williams and Son Inc., shall be entitled to stop work until the parties are able to agree upon such a change order, method or other arrangement to deal with the condition. Abatement such as but not limited to mold, lead and asbestos are not included in this proposal.

Unless otherwise specified in this proposal; plans, permits, engineering, processing or code upgrades are not included in this proposal and are reimbursable costs if needed. Hidden Damages are not included in this proposal.

If a permit is required, James E. Williams and Son, Inc. will procure the permit at an additional cost billed as a change order to this proposal, unless otherwise stated in this proposal. We will facilitate all inspections for the work being completed in this proposal. If the building department requires an inspection of smoke and CO detectors we will attempt to gain access while the inspector is onsite inspecting the scope of work covered in this proposal. If we cannot gain access, we will not be responsible to arrange access for future inspections, if the permit lapses or any additional fees associated to the permit process for lack of verification.

You, the homeowner (buyer) or tenant have the right to require the contractor to furnish you with a performance bond which is not included in this proposal. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed shall be deemed a material breach of this agreement and shall entitle the contractor to damages. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to your local State Board.

This proposal is valid for 30 days from the date of the proposal unless otherwise noted. Due to unforeseen economic changes in material and labor costs we reserve the right to review costs defined in this proposal if Owners accepts the proposal beyond 30 days of the date of this proposal. I have read and agree to the Terms & Conditions of this proposal/contract. I authorize James E. Williams & Son, Inc. to perform the work as outlined in this proposal.

Customer:

Nepenthe HOA
1131 Commons Drive
Sacramento, CA
Phase III – Dryrot Inspections

**Authorized Homeowners
Association Representative:**

Signature

Date

Contractor:

James E. Williams and Son, Inc.
11460-A Sunrise Gold Circle
Rancho Cordova, CA 95742
Phone: 916-771-5931
Efax: 916-290-0541
Email: billy@jwandson.com

Billy Williams

Signature

January 26, 2016

Date



Sparkling Clear
 P O O L S E R V I C E

ESTIMATE

P.O. Box 7732
 Citrus Heights, CA 95621
 Tel: (916)599-6017
dale@clearpoolservice.com

NEP- Nepenthe Homeowners Association
 c/o FirstService Residential
 P.O. Box 62499
 Irvine, CA 92602

January 28, 2016

The following is the pricing information requested to replace and install 4 pool filter tanks at
 Nepenthe Homeowners Association, 1131 Commons Dr, Sacramento

SERVICE PROVIDED	UNIT PRICE	QUANTITY	TOTAL
(2) new Pentair 520 filter tanks - Clubhouse Lap Pool	\$1625.00	2	\$3250.00
(1) new Pentair 320 filter tank - Clubhouse Spa	\$1425.00	1	\$4675.00
(1) new Pentair 520 filter tank - Elmhurst Pool	\$1625.00	1	\$6300.00
TOTAL			\$6300.00*

* Please note – Due to the size of the order, we require full payment upfront prior to purchasing any equipment. I look forward to completing this job to your satisfaction.

Please call me if you have any questions or require additional information,

Dale Lynch
 916-599-6017

THANK YOU FOR THE OPPORTUNITY TO BID ON YOUR BUSINESS!