

**NEPENTHE ASSOCIATION**

**BOARD OF DIRECTORS MEETING**

**May 4, 2016, STAR WARS DAY, 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 X). 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**

<b>Present</b>	<b>Arrival</b>	<b>Board Member</b>	<b>Positon</b>	<b>Departure</b>
		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 May 4, 2016 in order to consider matters relating to personnel, member discipline, legal matters and the formation of third-party contracts.

**III. COMMITTEE REPORTS**

- a. **Architectural Review Committee** .....Pages 7 - 10
- b. **Election Committee**
- c. **Finance Committee** .....Page 11
- d. **Grounds Committee**
- e. **Insurance, Legal and Safety Committee**
- f. **Nominating Committee**

**g. Outreach Committee**

**IV. MANAGEMENT REPORTS**

- a. Operations Report ..... Pages 12-13**
- b. Master Calendar Report ..... Pages 14-15**

**V. HOMEOWNER CORRESPONDENCE..... Pages 16-17**

**VI. 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.

- VII. 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 C as presented.**

*Begin Consent Calendar*

- a. Approval of Minutes April 6, 2016 Open Session ..... Pages 18-22**  
 Proposed Resolution: The Open Session minutes dated April 6, 2016 are approved as presented.
  
- b. Financial Statement: March 2016 ..... Separate Packet**  
 Proposed Resolution: The Board accepts the March 2016 interim financial reports and bank reconciliations as presented, subject to annual review. The report reflects a positive year to date variance of \$49,090.26 and reserve funding of \$329,926 compared to the reserve funding budget of \$327,532. The reserves are funded through March 2016. The Association has \$326,463 in operating funds, which represents 1.2 months of budgeted expenses and reserve contributions. The Association has 5,042,916 in reserve funds.
  
- c. Architectural Applications ..... Pages 23-25**  
 The Architectural Review Committee met on March 14, 2016 to review the enclosed applications.  
 Proposed Resolution: The Board confirms the decisions of the committee.

<i>Address</i>	<i>Application for</i>	<i>Decision</i>

1006 Vanderbilt	New Window Installation	Approved
31 Adelphi	Window Replacement	Approved
13 Adelphi	Window Replacement	Approved
2232 Swarthmore	Window Replacement	Approved

*End Consent Calendar*

**VIII. UNFINISHED BUSINESS**

**a. Pickleball Courts .....Page 26**

Last month the Board appointed a committee of two Pickleball players and two Tennis players to discuss the placement of Pickleball courts and make a recommendation to the Board. The volunteers are John Baker, Leslie Arnal, Ken Gromacki and Marty Henderson. Their report is enclosed in the Board packet.

**Action Required: Board resolution.**

**Proposed Resolution:** The Board accepts the recommendation of the ad hoc committee for two permanent Pickleball courts over the southwest tennis court at the clubhouse and to keep the southeast court as a multi-use court. The Board directs management to obtain pricing for the re-surfacing of the sports courts at the clubhouse and on Commons Drive.

**b. Tree Removals Proposal ..... Pages 27-29**

Management has obtained a bid for the removal of eight trees in the community;

- Privet Tree #314 at 1045 Commons
- Alder Tree #405 at 2261 Swarthmore
- Plum Tree #411 at 2265 Swarthmore
- Redwood Tree #694 at 1109 Dunbarton
- Birch Tree #889 at 1329 Commons
- Acacia Tree #1071 at 1431 Commons
- Willow Tree #1735 at 722 Elmhurst
- Liquidambar Tree #622 at 1182 Vanderbilt

These trees were noted to be in declining health. The arborist was consulted and recommended removal. The trees were posted for removal on or about March 17th.

The list has been posted in the newsletter – there has been no correspondence received from homeowners regarding these trees.

**Action Required:** Board Resolution

**Proposed Resolution:** The Board approves the removals as proposed by The Grove in the amount of \$5,510 to be paid from reserves which has a remaining allocation of \$27,725 for tree removals in 2016.

**IX. NEW BUSINESS**

**a. Create Ad Hoc Committee for Purpose of Investigating Siding and Fencing Materials**

The Board is interested in exploring new technologies and materials available for siding and fencing.

**Action Required:** Board discussion and possible resolution

**Proposed Resolution:** The Board appoints an ad hoc committee to evaluate siding and fencing material 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.

**b. Policy for Parking on Public Streets..... Pages 30-32**

In the past few months management has received many complaints about an excessive amount of cars parked on the Swarthmore cul-de-sac and on Adelphi and Colby Courts. These streets are all City streets and are monitored by the City for violations of municipal codes.

Management has discovered that many residents are parking regularly on City streets rather than in their garage as mandated by the CC&Rs.

To better clarify the obligations of the Association and owners in regards to parking, management is asking the Board to consider adopting a Parking Enforcement Policy.

Management has prepared a draft policy and enclosed it in the Board packet for review and possible adoption after a thirty-day comment period in compliance with Civil Code.

**Action required:** Board discussion and possible resolution

**Proposed Resolution:** The Board instructs management to publish the proposed Parking Enforcement Policy to the membership for a thirty-day comment period in consideration for future Board adoption.

**c. Decommission Sauna at Dunbarton Cabana**

The dry sauna has been out of commission since January. Management has reached out to numerous companies, fitness clubs, homeowners associations and individuals to find someone that can fix the heating element with no success. What we have heard over and over again is that clubs and associations have done away with having saunas citing potential liability for injury to members.

In the five months that the sauna has been inoperable, management has received only one contact from a resident inquiring about the status of repairs.

Management recommends modifying the sauna to serve as a storage closet, possibly for a set of stacking chairs and banquet tables for use during cabana rentals.

**Action required:** Board discussion and possible resolution

**Proposed resolution:** Board hereby decommissions the dry sauna and directs management to convert the space to a storage closet.

- d. Review bid for purchase of a second recumbent bike for clubhouse gym..... Page 33-35**  
Proposal is enclosed in Board packet. Excel Fitness, who provides the maintenance of our fitness equipment confirms that there is space available for the proposed bike to be placed and used safely.

**Action Required:** Board resolution

**Proposed Resolution:** Board approves the proposal of \$2,553.88 from Opti-fit for the purchase of one recumbent bicycle for the gym payable from the miscellaneous reserve which has a remaining 2016 allocation of \$5,500 +/-.

- e. Liquidambar Priority Plan..... Separate Packet**  
As a result of the number of injuries that have occurred as a result of the seed pods and the amount of hardscape damage caused by the roots of the liquidambar trees, the Insurance, Legal and Risk Management Committee has asked arborist Phil Johnson of The Grove Total Tree Care to evaluate the Association’s 122 liquidambar trees and provide a report to the Board. The report will include a list of liquidambar trees recommended for removal, prioritized by level of hazard and potential liability as well as a recommended schedule of care for the trees.

**Action required:** Board discussion and possible resolution

- f. Tree removals identified during tree walk..... Pages 36-38**  
At the monthly tree walk on April 19, 2016, Arborist Phil Johnson of The Grove Total Tree Care recommended the following trees be removed:

- Redwood #482 at 2276 Swarthmore
- Cherry #1946 at 200 Elmhurst
- Japanese Maple #1789 at 606 Elmhurst
- Alder #1704 at 814 Elmhurst
- Locust #1191 at 206 Dunbarton
- Willow #1213 at 306 Dunbarton
- Podocarpus at 1599 University

The notes from the walk are also enclosed in the Board packet for review. The trees were posted for removal on or about April 20<sup>th</sup>.

**Action Required:** No action at this time. Management will post the list in the newsletter. Board will consider removal at the next meeting on June 1st.

- g. Proposal to paint light poles and handrails in community ..... Pages 39-40**  
The enclosed proposal was received from Progressive Painting and is recommended for approval by management. The pricing reflects the fact that the company is already working on the property and does not include a mobilization cost.

**Action required:** Board resolution

**Proposed resolution:** The Board accepts the proposal from Progressive Painting for painting all light posts and handrails in the community for a fee of \$9,355 to be paid from Reserves which has a 2016 allocation of \$10,250.

**h. Rain Barrel Installations**

The Architectural Review Committee (ARC) has been asked to review rain barrel catchment systems and consider adopting a criteria for their installation by owners. See page 3 of the ARC Committee Minutes for a complete discussion.

Excerpt:

The committee's opinion is that all rain barrel installations should require an application and ARC and Board approval. That is the prudent option before we know more about barrel installations.

**Action Required:** Board discussion and possible resolution

**Proposed resolution:** The Board accepts the recommendation from the Architectural Review Committee and adopts as policy the requirement that all proposed rain barrel systems be approved on a case by case basis.

**i. New Rule for Architectural Applications**

The Architectural Review Committee (ARC) has come to the conclusion that the most effective way to review architectural applications by owners is to require owner attendance at the monthly ARC meeting. See page 4 of the ARC Committee Minutes for a complete discussion.

Action required: None. This is an advisement only from the committee with the power to adopt this change in the architectural review process.

**X. HOMEOWNER FORUM**

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**XI. NEXT MEETING:** Wednesday, June 1, 2016 at 5:30 pm in the Nepenthe clubhouse

**XII. ADJOURN**

**NEPENTHE ARCHITECTURAL COMMITTEE MINUTES**  
**Monday, April 10, 2016 at 4:30 pm in Clubhouse**

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

**Present:** Steve Huffman, Board liaison; Fred and Pat Furukawa

**A.** Welcome and Opening Remarks.

**B.1. Homeowner requests not voted on:**

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

1. **1006 Vanderbilt Way** – Lisa Stillwell – Create new window opening and install a window in this 3000 model. In the master bath exterior wall, install a Milgard Style Line dual-glazed, two-lite, horizontal slider window, 3' wide by 2' high, in Milgard's preferred "Espresso" (dark brown) exterior color.

The vetting of such, creating a window in the half-bath space in the second-story master bath in the Model 3000 (only) was done, along with a precedent being set, in May, 2015, for 1113 Vanderbilt Way whose owners received approval less than one year ago. **Approval Recommended.**

2. **31 Adelphi Circle** – Paul V. Sheehan – In this 1776 model, replacement of all 8 windows by Clarke & Rush: replace 6 windows using Amerimax's vinyl-framed Craftsman Portrait Series sliding windows with exterior color to be manufacturer's "Bronze. Replace 2 patio doors using Amerimax's vinyl-framed New Horizons Series patio doors, with exterior color to be manufacturer's "Bronze." **Approval Recommended.**
3. **13 Adelphi Circle** – Terry Schmit – In this 1625 model, replacement of all 8 windows and patio doors by Clarke & Rush: replace 6 windows using Amerimax's vinyl-framed Craftsman Portrait Series sliding windows with exterior color to be manufacturer's "Bronze. Replace 2 patio doors using Amerimax's vinyl-framed New Horizons Series patio doors, with exterior color to be manufacturer's "Bronze." **Approval Recommended.**
4. **2232 Swarthmore Drive** – Daniel Durawa – In this 2000 model, replacement of all 7 windows and patio doors by Luxem Design & Construction: replace 6 windows using Amerimax's vinyl-framed Craftsman Portrait Series sliding windows with exterior color to be manufacturer's "Bronze. Replace 2 patio doors using Amerimax's vinyl-framed New Horizons Series patio doors, with exterior color to be manufacturer's "Bronze." **Approval Recommended.**

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

**B.3. Homeowner Requests Not Approved:** None.

**C. Approval of Minutes:** done via email.

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

**F. Old Business:** none.

**G. New Business:**

**Rain Barrels,** such as those presented this month at an HOA meeting by BlueBarrel Rainwater Catchment Systems. The committee discussed the pro's and con's of having them installed either in common areas or within backyards. The committee's decision was that all rain barrel installations should require an application and ARC (and HOA) approval. (See particulars below on page 3.)

**Problems with Applications:** Ongoing problems with incomplete and erroneous applications and the trouble communicating with homeowners to clarify. Decided to require homeowners to attend an ARC meeting in person. (See particulars below on page 4.)

**H. Next meeting.** Monday, May 9, 2016, 4:30 P.M. in the Clubhouse. The committee agreed to move the hour of the meeting. The next A.R.C. preparation meeting, if necessary, is scheduled for Monday, May 2, 2016, 4:30 P.M. in the Clubhouse.

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



## **BOARD ACTION ITEM:**

### Rain Barrels

- Rain barrels. In this period of ongoing drought, we are seeing barrel vendors at events like Water Wise and Nepenthe's own information meeting earlier this month - Note summary of discussion under **G. New Business** above. We think that installation of rainwater-collecting barrels is likely to become a matter that should be addressed and agreed on by the BOD and ARC. For example, the State may pass legislation similar to that which imposes regulations for solar panels and clothes lines. But even if that should not happen, Nepenthe probably will want to encourage rain water collection. Potential issues are:
  - o Will we permit them to be installed in the common areas outside patios? How would this water be utilized when all of our watering is done via automatic irrigation systems?
  - o Will we permit them inside backyard fences? If so, will members have to seek ARC approval? What about cases in which the barrels are not visible from outside but the re-routed downspouts are visible from a common area? What if the barrels are visible from a common area?

The committee's opinion is that all rain barrel installations should require an application and ARC and Board approval. That is the prudent option before we know more about barrel installations.

## **BOARD ACTION REQUESTED:**

Thus, the Architectural Committee is requesting the Board to require that any rain barrel installation be applied for and then approved by the A.R.C. and the Board itself.

- **New A.R.C. policy:** Required attendance at an ARC Meeting:

**The ARC has decided to adopt a new rule:** That it will be requiring that those homeowners making applications to the ARC appear at the next meeting. As mentioned in **G. New Business** above, often applications are incomplete. Rather than turn them down, members of the committee – volunteers who serve the association out of the goodness of their hearts — spend time contacting applicants to get answers to questions, sometimes needing days or weeks to gather and confirm all the necessary information. This method is highly inefficient and time-consuming. If the ARC required that applicants attend meetings, and discuss matters face to face, the questions of both parties could be answered on the spot. The applications could be dealt with expeditiously and ARC members’ time would be respected. Another advantage would be that this method will keep the application moving forward on time, as the homeowners are often in a rush to obtain approval and begin work.

The A.R.C. has been advised that they have the authority to create this new requirement.

Implementation: The committee would set an effective date in the future, probably giving one month’s notice, so that this new rule could be publicized in advance in the monthly newsletter to the HOA membership.

Nepenthe Homeowners Association

## Finance Committee

Minutes of April 25, 2016

Attendees: Ken Butler, Chair; Joan Haradon, member; John Baker, Member; Will Vizzard, HOA Board Member; Ivan Gennis, Chair, HOA Board Member.

1. Approved Minutes of March 28, 2016
2. Next meeting is scheduled for Monday, May 23, 2016, 3:00 pm.
3. March Financial Report. Discussed Reserve Allocations for 2016. Specifically, Underground Utility Repair (\$15,125) year to date deficit. Recommend discussion with Browning to determine budgeting for next year. Issues are mapping of utilities and who (City or HOA) is responsible for repair expense.
4. Preliminary meeting with Browning re: Reserve Study 2016. (1) what is the methodology used for forecasting useful life of reserve items? (2) Does the industry have the data required for accurately forecasting underground utility repair?
5. Meeting adjourned

# Nepenthe Association

Management Report – May 4, 2016

## 1 COMMUNICATION

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The Nepenthe News was last published on April 8, 2016. The next newsletter will be published on May 6, 2016. Topics to be covered are:

- President's Report
- Manager's Report
- Mayoral candidates visit Nepenthe
- Parking enforcement
- Seal Coating Coming Soon
- Call for Committee Volunteers
- Private Street Cleanup Event

## 2 FACILITIES

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The following are status updates on various facilities projects:

- Phase II Siding and Fencing Repair and Painting is in process. President Gennis has approved 3 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 \$71,665.31.
- Phase II Siding and Painting is approximately 70% completed.
- Management prepared contract for seal coating with Nor-Cal Asphalt. ILS reviewed and approved the contract for Board signature. Work is scheduled to begin June 6<sup>th</sup>.
- The pools were serviced on schedule. Service occurs three to five days each week and includes all pools and spas.
- Sparkling Clear Pool Service has ordered the Pentair filters and will be installing them this month.
- 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.
- 37 work orders were generated for Roger Work since the last meeting. 30 work orders were closed during the same period.

## 3 GROUNDS

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Since the last Board meeting on February 3, 2016 management has conducted landscape walks on the following dates:

- 4/1/16, Zone 5, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Pam Sechrist, Zone Steward; and Pam Livingston Grounds Chair.
- 4/8/16, Zone 6, Bettsi Ledesma, General Manager; George Procida, GP Landscape; Kathy Waugh and Diana Mortimore, Zone Stewards; and Pam Livingston, Grounds Chair.
- 4/15/16, Zone 7, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Cheryl Summers, Zone Steward; and Pam Livingston, Grounds Chair.
- Zone 1, canceled due to heavy storms.  
The walk notes showing photographs of all extra work are filed in a binder in my office- Board members and homeowners interested in reviewing the walk notes are always welcome to do so.

GP has been issued 18 work orders since the last report. 14 work orders have been completed and closed during that time period.

## 4 FINANCIAL

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The 2015 Annual Financial Report was mailed to all owners on April 18, 2016.

## 5 GOVERNANCE

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- **Violations:** There were 10 violations of the governing documents cited since the last Board meeting.
  - 1 Trim Patio Trees
  - 1 Common Area Encroachment
  - 1 Pets Not On Leash
  - 7 Improper Garage Use
- **Courtesy Patrol:** Since the last Board meeting, there were a total of 4 violation notices placed on vehicles in the community by the security patrol. There were no vehicles towed during this time. Reports have been provided to management daily, recapping the rounds and interactions of the officers on duty.

4/6	Board Meetings: Closed 4:00 PM, Open 5:30 PM	4/6
4/6	Record date for election	4/6
4/7	Mail Annual Review to homeowners in accordance with civil code requirements	4/18
4/7	Manager to notify members disqualified to vote due to delinquent assessments	4/21
4/7	Manager to post candidate statements on websites	4/28
4/8	Nepenthe News published- Slate of Candidates, Candidates' Forum, Election timeline, Private Street Clean up Event	4/8
4/11	ARC Meeting 4:30 PM	4/11
4/11	Private Street Clean Up Event Begins	scheduled for 5/13
4/14	Grounds Committee meeting 3:00 PM	4/14
4/18	Mail notice to Committee Chairs- all committee members must submit new committee applications for appointment at June Board meeting	4/21
4/20	Inspectors to proofread ballot materials	4/21
4/20	Outreach committee meeting 6:00 PM	4/20
4/21	Deadline for petitioners to nominate for Board	4/21
4/21	Upload ballot to mail house	4/21
4/25	Committee Minutes due in management office	4/25
4/25	Lock in agendas for Board meetings	4/25
4/25	Phase III Homeowner Informational Meeting	
4/26	Finance Committee meeting 3:00 PM	4/25
4/29	Manager posts agenda and distributes Board packets	4/29
4/30	Candidates Forum 10:00 - Noon	
5/4	Board Meetings: Closed 3:30 PM, Open 5:30 PM	
5/4	Star Wars Day	

5/6	Nepenthe News published- VOTE reminder first page, sign up for committee service	
5/9	Phase III work begins	
5/14	ARC meeting 9:00 AM	
5/12	Grounds Committee meeting 3:00 PM	
5/18	Outreach committee meeting 6:00 PM	
5/20	Deadline for committee applications	
5/20	Eblast: Vote plus Notice of Annual Meeting	
5/23	Committee Minutes due in management office	
5/23	Lock in agendas for Board meetings - 1) Officer Elections 2) Committee Appointments 3) Board Orientation- closed session 4) Minutes from Annual Meeting are approved for distribution 5) ILS to make recommendation to Board on whether to put insurance to bid	
5/24	Finance Committee meeting 3:00 PM	
5/25	Ballots due 5:00 PM	
5/25	Annual Meeting of the members 5:00 PM	

RICH and MARY O'DAY

Bettsi Ledesma, Manager  
and Board of Directors  
NEPENTHE ASSOCIATION  
1131 Commons Drive  
Sacramento, CA 95825

Dear Bettsi and Board of Directors

We wish to express our views towards the discussion about the placement of Pickleball courts.

We are fundamentally not opposed to Pickleball. It is nice to see the attending enthusiasm for this sport. However there are some thoughts to be considered, not the least of which is the significant "noise factor," when deciding where the two courts should be placed as follows:

1 – UNIVERSITY AVENUE COURTS – The intense ranging sound created by hitting the Pickleball is a widely talked about and quite significant factor. Therefore it would seem logical to select the two courts where the least number of homes would be impacted by the noise. On this basis, the courts along University Avenue free of homes on two sides would seem to be a first choice.

2 – COMMONS DRIVE (south end of Commons Dr.) – As for the two courts near the south end of Commons Drive – these courts would be a very negative choice, – considering the noise factor – because of the many homes that are immediately adjacent on three sides -- and physically so close to the courts.

3 – NEPENTHE CLUBHOUSE COURTS – If you decide to use two courts at the Nepenthe Clubhouse location, the courts furthest away from homes would be the two courts on the Adelphi CT/parking lot side – not the Swathmore side. It also seems only fair that the two courts along Swathmore, which are preferred by the tennis players continue to be exclusively for tennis. After all, tennis existed at Nepenthe for decades before Pickleball so the tennis players should have first priority choice of playing on the courts along Swathmore Drive. Also the Swathmore side courts are seen by visitors – potential home buyers and we think a tennis image in that regard is important.

Hope our thoughts assist you with your decision.

Best wishes,





TO WHOM IT MAY CONCERN.

REGARDING MAIN TENNIS COURTS.

THE TENNIS COURTS HAVE ALWAYS BEEN USED FOR OUR TENNIS EVENTS AND CLASSES.

THEY HAVE BEEN USED AS A COMBINATION OF FOUR COURTS FOR TENNIS ACTIVITIES.

TO DIVIDE THEM TO TWO COURTS WOULD CREATE A WORLD OF PROBLEMS FOR OUR TENNIS GROUPS. USING TWO COURTS ISNT ENOUGH FOR OUR EVENTS.

WE OUR DOWN SIZED TO TWO ON SAT WHEN THE PICKLE BALL ARRIVES AND REALLY NEED ALL FOUR.

THE GROUP OF PICKLE BALL NEEDS TO BE EVALUATED AND INVESTIGATED.

THEY USE A ROCK TO KEEP THE GATE OPEN DURING THEIR SESSIONS. DO THESE PEOPLE NOT HAVE KEYS TO ENTER, INDICATING THE DO NOT LIVE HERE.

WE MIGHT NOT BE DEALING WITH RESIDENTS, JUST A BIG GROUP NOT ALL REALLY LIVING HERE.

WE SHOULD NOT PAY TO CHANGE ANY COURTS UNLESS WE THOROUGHLY INVESTIGATE THE CHANGE, BACK GROUND OF THESE PEOPLE, AND THE ORIGIN OF THE GROUP.

IF THEY DON'T PLAY HERE WHERE DO THEY PLAY.ARE THEY JUST USING OUR COURTS. WHAT ARE THERE RULES AND WHO IS IN CHARGE.

WHY SHOULD WE PAY FOR THEIR GROUP UNLESS ALL ASPECTS ARE INVESTIGATED.

TENNIS WAS STARTED WHEN NEPENTHE BEGAN

AND THE FOUR COURTS WERE FOR OUR TENNIS PLAYERS.TO DIVIDE THEM IS GOING TO MAKE IT DIFFICULT FOR THE TENNIS MEETINGS.

THE CHANGE REQUIRES MONEY AND SHOULD BE CHECKED OUT. WE SHOULD NOT PAY FOR SOMETHING THAT WILL NOT BE USED FOREVER AND ISNT FOR OUR RESIDENTS JUST MAINLY AN OUT SIDE GROUP.

ALSO THE INCREASED NOISE IS AN ISSUE FOR RESIDENTS.

SIGNED

NEPENTHE ORIGINAL RESIDENT.



**NEPENTHE ASSOCIATION**  
**BOARD OF DIRECTORS MEETING**  
**April 6, 2016 5:30 PM**

Nepenthe Clubhouse | 1131 Commons Drive | Sacramento, CA 95825

<b>OPEN SESSION MINUTES</b>
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**I. CALL TO ORDER 5:31pm**

<b>Present</b>	<b>Board Member</b>	<b>Positon</b>
<b>Via Telephone</b>	Ivan Gennis	President
<b>X</b>	Steve Huffman	Vice President
<b>X</b>	Marcia Britton-Gray	Secretary
<b>X</b>	Will Vizzard	Treasurer
<b>X</b>	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 April 6, 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- none**

**III. COMMITTEE REPORTS**

- a. **Architectural Review Committee-** Verbal report provided at meeting. Minutes provided to Board in their packet.
- b. **Election Committee-** no report provided.
- c. **Finance Committee-** Verbal report provided at meeting. Minutes provided to Board in their packet.
- d. **Grounds Committee-** Verbal report provided at meeting. Minutes provided to Board in their packet.
- e. **Insurance, Legal and Safety Committee-** Verbal report provided at meeting. Minutes provided to Board in their packet.
- f. **Nominating Committee-** Provided verbal report- Slate of Candidates is included in Consent Calendar.
- g. **Outreach Committee-** Verbal report provided at meeting. Minutes provided to Board in their packet.
- h. **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 3 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 \$71,665.31.

- ii. 37 work orders were generated for Roger Work since the last meeting. 30 work orders were closed during the same period.
- iii. GP has been issued 20 work orders since the last report. 13 work orders have been completed and closed during that time period.
- iv. The following trees have been received from the Sacramento Tree Foundation at no cost and planted by GP Landscape:
  - 1. Valley Oak, 1101 Commons
  - 2. Red Maple, 1101 Commons
  - 3. Red Maple, 2241 Swarthmore
  - 4. Eastern Redbud, 1016 Vanderbilt
  - 5. Japanese Snowbell, 600 Elmhurst
  - 6. Japanese Snowbell, 602 Elmhurst
  - 7. Eastern Redbud, 704 Elmhurst
  - 8. Eastern Redbud, 1467 University
- v. **Violations:** There were 11 violations of the governing documents cited since the last Board meeting.
  - 1. 2 Trim Patio Trees
  - 2. 1 Common Area Encroachment
  - 3. 2 Improperly Parked
  - 4. 6 Delinquent Assessments
- vi. **Courtesy Patrol:** Since the last Board meeting, there were a total of 6 violation notices placed on vehicles in the community. There were no vehicles towed during this time.

b. **Master Calendar Report:** Manager Bettsi Ledesma reviewed the calendar with the Board.

- V. **HOMEOWNER CORRESPONDENCE-** Board reviewed correspondence received:
  - a. Requests for removal of liquidambar trees on Vanderbilt.
  - b. Complaints concerning a lighting outage that has since been repaired prior to the Board meeting.

VI. **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.

**I. CONSENT CALENDAR**

**Resolution: Remove ARC Application for 603 Dunbarton circle from Consent Calendar.**

**Motion:** Director Ivan Gennis

**Second:** Director Marcia Britton-Gray

**Vote:** All in Favor

**Resolution: The Board approves Consent Calendar items A to F as amended.**

**Motion:** Director Will Vizzard

**Second:** Director Pamela Zanze

**Vote:** All in Favor

- a. Approval of Minutes March 2, 2016 Open Session**  
**Resolution:** The Open Session minutes dated March 2, 2016 were approved as presented.
- b. Financial Statement: February 2016**  
**Resolution:** The Board accepted the February 2016 interim financial reports and bank reconciliations as presented, subject to annual review. The report reflects a positive year to date variance of \$59,332 and reserve funding of \$329,926 compared to the reserve funding budget of \$327,532. The reserves are funded through February 2016. The Association has \$326,463 in operating funds, which represents 1.2 months of budgeted expenses and reserve contributions. The Association has \$5,042,916 in reserve funds.
- c. Accept 2015 Financial Review from CPA Paula Hegner**  
**Resolution:** The Board accepted the 2015 Annual Financial Review and directs management to mail the review to all owners as required by California Civil Code Section 5305.
- d. Applications for Committee Membership**  
**Resolution:** The Board appointed Jim King, Joan Trotta, John Donovan and Joan Haradon to the Ad Hoc University Lots Committee. Their applications have been received and reviewed by management and all have agreed to abide by the Conflict of Interest Policy.
- e. Lien Resolution:**  
 Per the enclosed Resolution dated March 14, 2016, 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
<b>1959-02</b>	<b>\$849.00</b>
<b>2479-03</b>	<b>\$914.00</b>
<b>2378-02</b>	<b>\$1,354.00</b>

- f. Architectural Applications**  
 The Architectural Review Committee met on March 14, 2016 to review the enclosed applications.  
**Resolution:** The Board confirmed the decisions of the committee.

<i>Address</i>	<i>Application for</i>	<i>Decision</i>
----------------	------------------------	-----------------

2270 Swarthmore Drive	Window Replacement	Approved
31 Adelphi Court	HVAC Replacement	Approved
322 Elmhurst Circle	HVAC Replacement	Approved
1428 Commons Drive	HVAC Replacement	Approved
504 Dunbarton Circle	Skylights	Approved
2261 Swarthmore	Trellis	Denied

*End Consent Calendar*

**II. UNFINISHED BUSINESS**

**a. Permanent Pickleball Courts**

**Motion:** Director Will Vizzard

**Second:** Director Ivan Gennis

**Vote:** All in Favor

**Resolution:** The Board appointed a committee of 2 Pickleball players and 2 Tennis Players to work together to bring a recommendation to the Board.

**III. NEW BUSINESS**

**a. Tree Removal Proposal**

Management has obtained a bid for the removal of eight trees in the community;

- Privet Tree #314 at 1045 Commons
- Alder Tree #405 at 2261 Swarthmore
- Plum Tree #411 at 2265 Swarthmore
- Redwood Tree #694 at 1109 Dunbarton
- Birch Tree #889 at 1329 Commons
- Acacia Tree #1071 at 1431 Commons
- Willow Tree #1735 at 722 Elmhurst
- Liquidambar Tree #622 at 1182 Vanderbilt

These trees were noted to be in decline of health. The arborist was consulted and recommended removal. The trees were posted for removal on or about March 17th.

**No action taken.** Management will post the list in the newsletter. Board will consider removal at the next meeting on May 4<sup>th</sup>.

**b. Seal Coat Proposals**

**Motion:** Director Ivan Gennis

**Second:** Director Will Vizzard

**Vote:** All in Favor

**Resolution:** The Board approved the bid from Nor-Cal Asphalt in the amount of \$39,116.00 to be paid from Reserves which has a 2016 allocation of \$82,125, subject to contract negotiation.

**c. Phase III Siding and Fencing Inspection Report**

**Motion:** Director Vizzard

**Second:** Director Britton-Gray

**Vote:** All in Favor

**Resolution:** The Board accepted the report and directs Management to obtain bid(s) for siding repairs to be reviewed at the May 4<sup>th</sup> meeting of the Board.

**d. Research of Funding Resources for Landscape Lighting Renovation**

**Motion:** Director Ivan Gennis

**Second:** Director Pamela Zanze

**Vote:** All in Favor

**Resolution:** The Board directed Management to research funding resources such as grants or rebates for the renovation of the pole lights in the common area.

**e. Aging In Community**

It was agreed to put an article in the Newsletter with links to more information for future discussion.

**f. Annual Election Ballot**

**Motion:** Director Will Vizzard

**Second:** Director Marcia Britton-Gray

**Vote:** All in Favor

**Resolution:** The Board accepted the ballot and information prepared by legal counsel and instructs management to mail the ballot to the homeowners no later than April 21, 2016.

**g. Create Ad Hoc Committee for Purpose of Investigating Siding and Fencing Materials**

The Board is interested in exploring new technologies and materials available for siding and fencing.

**No action taken.** Item tabled until May 4, 2016 Board of Directors Meeting.

**HOMEOWNER FORUM-** There were no comments from the Homeowners.

**IV. NEXT MEETING:** Wednesday, May 4, 2016 at 5:30 pm in the Nepenthe clubhouse

**V. ADJOURN**

Architectural Review Committee

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: 295-0360-031 #1776

NAME PAUL V. SHEEHAN
ADDRESS 31 ADELPHI COURT
PHONE: 916-835-2991

SIGNATURE [Signature]
DATE 14 MAR 16
ALT. PHONE 916-339-6066

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

DIRECT REPLACEMENT LIKE FOR LIKE BRONZE COLOR WINDOW. SMOOD HOME PERE PROGRAM (ATTN)

\*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 Ken Zuttred Date 4-11-16

- 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

Received  
3/23/16

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	<u>Terry Schmit</u>	SIGNATURE	<u>[Signature]</u>
ADDRESS	<u>13 Adelphi Court</u>	DATE	<u>3/24/16</u>
PHONE:	<u>916.333.2559</u>	ALT. PHONE	<u>916.730.8678</u>

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)

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OTHER Please describe in detail

\*automatic approval from office if following Nepenthe criteria

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- Approved
- Approved With Conditions
- Disapproved as Submitted

ARC Chair [Signature] Date 4-11-16

- 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



Architectural Review Committee

HOME IMPROVEMENT APPLICATION

Received  
3/21/10

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: 2000

NAME DAN DURAWA SIGNATURE [Signature]  
ADDRESS 2232 SWARTHMORE DATE 3/21/2010  
PHONE: 716-834-3330 ALT. PHONE 716-491-3370

**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) \*\*
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- Chimney Caps
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- Wire & Pipe installations
- Vent Relocations (placement) (\*\*attach inspection fee)
- Signs (Nepenthe provides house numbers. Call the office. No exceptions)

- OTHER Please describe in detail

NEW WINDOWS - BRONZE - SAME AS 2246 SWARTH

\*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 4-11-10

- 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

## Appointed Committee Meeting - Pickleball Courts

Date | time 4/18/2016 4:00 PM

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### In Attendance

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Ken Gromacki, John Baker, Leslie Arnel, and Marty Henderson

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### From the Board of Directors

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The Board is considering the permanent conversion of two tennis courts into four Pickleball courts. The courts being considered are at the main clubhouse and are the ones located next to the pool deck. .... This item was discussed at the March 2<sup>nd</sup> and April 6<sup>th</sup> Board meetings.

As the courts are due for resealing, the cost to convert will be minimal- Approximately \$400 to \$500 for the posts for the nets and an extra \$200 to \$300 for each court for the striping. At last month's meeting, it was agreed to solicit member opinions in the newsletter. The sole communication received is enclosed in the Board packet.

In response to the Community feedback to this proposed resolution, the Board of Directors appointed an action committee to address the various options for setting up Pickleball courts at the Nepenthe Clubhouse facilities. Two members will represent the Tennis community and two members will represent the Pickleball community. Recommendation from this committee will be included on the Board's May 4<sup>th</sup> agenda.

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### Committee Discussion

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- Pickleball players currently have two temporary Pickleball courts, at the Clubhouse facility, that are shared with the Tennis community.
- There was discussion about moving Pickleball to either of the court facilities on Commons or University. All agreed that the paddle and ball noise is more noticeable than Tennis. So, we concluded that because these courts are closer to Nepenthe homeowners, the two would not be compatible.
- There are currently about 20-25 Pickleball players playing on the Nepenthe courts. We are limited to 8 players at one time with the existing two courts.
- Adding two more Pickleball courts will increase the number of players that can participate at any one time.
- The Tennis community thought the resolution before the Board, converting two Tennis courts at the Clubhouse to four (4) permanent Pickleball courts, could limit the Tennis playing activity at the Clubhouse.
- Several locations and court conversion options were discussed and researched.
- The committee agreed upon following recommendation as a reasonable and acceptable compromise by both the Pickleball and Tennis communities.

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### Committee Recommendation

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The Committee recommends to the Board that of the two Tennis courts in question, the one nearest the Clubhouse be converted to two (2) permanent Pickleball courts. The remaining Tennis court will continue to be used as two (2) temporary Pickleball courts.

In order to make the court lines more discernable, the Committee members request the opportunity to give input.

Respectfully submitted, Marty Henderson 4/23/2016

# PROPOSAL

Generated uniquely for  
**Betsi McComb**  
 Please sign and return to  
 The Grove Total Tree Care



9530 Elder Creek Road, Sacramento, CA 95829 Phone: 916-231-8733

## The Nepenthe Association 2016031

Wednesday, March 16, 2016

**The Nepenthe Association**  
**Betsi McComb**  
 1131 Commons Dr.  
 Sacramento, CA 95825

**Estimator:** Phil Johnson  
 (916) 919-2301  
**Worksite:** 1131 Commons Dr.  
 Sacramento, CA 95825  
**Job Notes:** Removal Proposal

#	Item	Description	Qty	Cost	
	Liquidambar	<b>Remove &amp; Stump Grind</b> 1182 Vanderbuild: Codominant leaders/ included bark/ poor structure	1	\$1,560.00	
314	Privet	<b>Remove &amp; Stump Grind</b> 1045 Commons Dr.: Tree is 1/2 dead/ confined area	1	\$420.00	
405	Alder	<b>Remove &amp; Stump Grind</b> 2261 Swathmore: 50% dead	1	\$600.00	
411	Plum	<b>Remove &amp; Stump Grind</b> 2265 Swathmore: Declinging/ overcrowded	1	\$210.00	
694	Redwood	<b>Remove &amp; Stump Grind</b> 1109 Dumbarton: Hardscape damage	1	\$1,250.00	
889	Birch	<b>Remove &amp; Stump Grind</b> 1329 Commons Dr.: Decay/ conks on trunk/ girdled root	1	\$420.00	
1071	Acacia	<b>Remove &amp; Stump Grind</b> 1431 Commons Dr.: Poor structure/ previous fails	1	\$840.00	
1735	Willow	<b>Remove &amp; Stump Grind</b> 722 Elmhurst Dr.: Diseased/ Decay/ Previously pollarded	1	\$210.00	
				Subtotal:	\$5,510.00
				Tax:	\$0.00
				Section Total:	\$5,510.00



Page 1 of 3  
 Our arborists are always ISA certified:  
 Phil Johnson Certification # WE-6558A



**Subtotal:** \$5,510.00

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Total: \$5,510.00**

*Notes: 1. Addendum #1 is incorporated and an enforceable part of this contract. 2. 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. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance.*



Page 2 of 3  
Our arborists are always ISA certified:  
Phil Johnson Certification # WE-6558A



**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. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance.

**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: \_\_\_\_\_

**(a) Parking Restrictions**

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

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

**(b) Guest parking**

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

**(c) Non-operational vehicles**

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

**(d) Towing**

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



# NEPENTHE ASSOCIATION

1131 Commons Drive, Sacramento, CA 95825  
916.929.8380 FAX: 916.929.1773  
nepenthe@fsresidential.com

## PARKING ENFORCEMENT POLICY

### (1) Purpose

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

### (2) Authority

Nepenthe's CC&Rs Section 6.5.ii.E provide the Board with the authority to adopt rules consistent with the CC&Rs relating to the conduct of owners and their families, tenants, guests and invitees within the Development.

### (3) Goals

Goals in adopting this ordinance include the following:

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

### (4) Parking Standards

- a. Street parking within the development, whether private street or public street, is for guests and contractors of the residents and not the residents themselves.
- b. Residents' vehicle(s) shall be parked in their garage.
- c. Garages are not to be used in any way that will preclude two cars from parking within.
- d. Residents who wish to obtain a variance from the street parking restrictions may apply to the Board of Directors in writing. Any such variance granted will apply only as long as the situation exists or the resident moves out of the development, whichever occurs first.
- e. Overnight parking of guests on the private street or in the designated guest parking areas on University alleys is by Association permit only. Permits are available outside the clubhouse door at 1131 Commons Drive. The association's portion of the permit is to be deposited in the mail slot at clubhouse. Permits are good for up to two weeks and cannot be issued back to back.
- f. Overnight guest parking on public streets does not require a permit.



## NEPENTHE ASSOCIATION

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916.929.8380 FAX: 916.929.1773  
nepenthe@fsresidential.com

- g. Daytime parking on Commons and Vanderbilt is monitored by the City of Sacramento. To park for more than two hours, a J-Permit must be obtained through the City. The J-Permit can be provided to guests that will be visiting for longer than two hours.
- h. There are no time limits for guest parking on American River Drive, Colby Court, Adelphi Court and Swarthmore Drive.
- i. Parking in alleys is never permitted.

### **(5) Enforcement**

- a. Management will monitor parking with assistance from the contracted security patrol.
- b. Vehicles parked in violation of the standards will be ticketed. The ticket will inform the owner of the vehicle of the specific nature of the violation and will provide contact information for management.
- c. Upon the issuance of three valid tickets for the same offense, the owner of the unit to whom the vehicle is attached will be called to a hearing with the Board of Directors to discuss their non-compliance.
- d. The Board may elect to assess a Special Individual Assessment against the unit owner to whom the vehicle is attached.
- e. Violations of the City ordinances will be reported to the parking enforcement division of the City of Sacramento.
- f. Where the owner of the vehicle is not known to the Association and tickets have had no positive effect, the Association may invoke its right to tow.



Toll Free: 888-601-4350  
Fax: 866-274-3488

Eric Konz  
Vice President  
ekonz@opti-fit.com  
Direct: 702-375-7098


This Quotation Was Prepared Exclusively For Buyer:

**Nepenthe Association**  
Attn: Bettsi Ledesma  
916-929-8380  
bettsi.ledesma@fsresidential.com  
1131 Commons Drive  
Sacramento, California 95825

Lead Time:  
Terms: 50% Deposit / 50% COD

Frame/Upholstery:  
P.O. Number:  
**Ship to:**

**Nepenthe Association**  
Attn: Bettsi Ledesma  
916-929-8380  
bettsi.ledesma@fsresidential.com  
1131 Commons Drive  
Sacramento, California 95825

ITEM	DESCRIPTION	QTY	LIST PRICE	YOUR PRICE	TOTAL
R3x	 <b>R3x Recumbent Cycle</b> Features and Benefits - LED console display is easily navigated by users of all experience levels - Ergo Form seat and back pad enhance comfort and support - Step-thru entry for easy access	1	3,595.00	2,336.00	\$2,336.00
MATRIX 3-SERIES	<b>WARRANTY = 7-Years Motor, 3-Years Parts, 3-Years Labor</b>	1	0.00	0.00	<i>Included</i>
MISC	<b>Trade-In for S3x Stepper</b>	-1	0.00	300.00	<i>Included</i>

50% Deposit / 50% COD	Subtotal:	\$2,036.00
	Freight	175.00
	Delivery & Installation	180.00
	Tax:	162.88
	<b>Total:</b>	<b>\$2,553.88</b>

This Quotation is in effect for 30 day(s).  
Delivery Date: TBD from Buyer's placement of order.



Quote No. 001062-R0

April 19, 2016

Toll Free: 888-601-4350

Fax: 866-274-3488

### Prices and Payment

“Terms and Conditions of sale which appear on purchaser’s document (including purchase orders) and which are inconsistent with these terms shall be voided. Opti-Fit, Inc. may ship partial orders. Orders canceled after shipment are subject to a 20% restocking fee. All products and services provided after order receipt shall be invoiced for payment in full including but not limited to; design and planning, layouts, 3rd party meeting and coordination, equipment extraction, etc. Delays in delivery at the customer request may result in storage fees. Prices are good for 30 days. Payment terms are subject to Opti-Fit, Inc. credit approval.”

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Quote No. 001062-R0 | Date: April 19, 2016

## **Delivery and Installation Includes:**

1. Delivery to your property
2. Set up of your equipment in specified locations
3. Calibration of equipment to manufacturers' specifications
4. Adjustment of your fitness equipment, if necessary
5. Lubrication of moving parts for all equipment
6. Test all equipment for proper operation
7. Delivery of all owner's manuals
8. Removal of all debris from site

\*\* Opti-Fit is not responsible for affixing, adhering or bolting products to any walls, floors, ceilings. It is the sole responsibility of the customer to secure their own license bonded general contractor.

April 27, 2016



The Nepenthe Association  
Bettsi McComb  
1131 Commons Dr.  
Sacramento, CA 95825  
Phone: (916) 929-8380  
Email: [bettsi.mccomb@fsresidential.com](mailto: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
Redwood	1	Remove & Stump Grind	2276 Swathmore, #482	\$1,200.00
Cherry	1	Remove & Stump Grind	200 Elmhurst, #1946	\$300.00
Japanese Maple	1	Remove & Stump Grind	606 Elmhurst, #1789	\$105.00
Alder	1	Remove & Stump Grind	814 Elmhurst, #1704	\$600.00
Locust	1	Remove & Stump Grind	206 Dumbarton, #1191	\$600.00
Willow	1	Remove & Stump Grind	306 Dumbarton, #1213	\$150.00
Podocarpus	1	Remove & Stump Grind	1599 University	\$150.00
<b>TOTAL CONTRACT PRICE</b>				<b>\$3,105.00</b>

**Notes:** 1. Addendum #1 is incorporated and an enforceable part of this contract. 2. 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  
9530 Elder Creek Road, Sacramento, CA 95829  
Contractor's License #470283  
Ph: (916) 231-8733 \* Fax: (916) 856-5410  
Email: [rperham@carson1975.com](mailto:rperham@carson1975.com)

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

By: Phil Johnson (C. Strohmusch)  
Name: Phil Johnson  
Title: ISA Arborist/ Account Manager  
Date: April 27, 2016

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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: \_\_\_\_\_



Walk Date	Tree #	Tree Species	Location	Resident Name	Phone #	Notes	Arborist Comments:
4/5/16	482	Redwood	2276 swarthmore	reported by- Diana Vizzard			<b>Dying, Remove</b>
4/8/16	1946	Cherry	200 Elmhurst			Outside of patio	<b>Remove</b>
4/8/16	1789	Japanese Maple	606 Elmhurst			failing?	<b>Remove</b> Verticilium Wilt- site not recommended for another japanese maple
3/18/16	1704	Alder	814 Elmhurst			failing?	<b>Dead Remove</b>
3/25/16	1191	Locust	206 Dunbarton			aging out?	<b>Remove-Dying</b>
4/15/16		Podocarpus	1599 University			remove/o vergrown	<b>Remove</b>



## **EXTERIOR PAINTING PROPOSAL**

**SUBMITTED TO:**

Date: 4/7/16  
 Company: First Service Residential  
 Address: 1131 Commons Drive  
 City: Sacramento, CA 95825  
 Phone: 916-929-8380

**PROJECT NAME AND LOCATION:**

Nepenthe HOA  
 Common Area Lights and Handrails

**Total fee to furnish all materials, labor and equipment in complete accordance with the specifications provided for the sum of:**

Phase 1- common area lights and handrails	\$2,835.00
Phase 2- common area lights and handrails	\$3,825.00
Phase 3- common area lights and handrails	\$2,695.00

Progressive Painting Inc. Tom Tramel Date: 4/7/16

Acceptance of proposal/ contract: By signing this proposal I acknowledge that the prices, specifications and conditions are satisfactory and hereby accepted. I recognize this as a legal and binding agreement. In the event of a dispute, a mediator shall be hired to resolve the issue and the prevailing party shall be awarded reasonable court costs and attorney fees. Progressive Painting is authorized to do the work as specified. This proposal may be withdrawn by Progressive Painting if not signed and received in our office within 30 days.

Authorized Signatures \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

### **Scope of Work:**

1. Prep and paint all common area lights and handrails.
2. Clean surfaces as needed.
3. Scrape and sand areas as needed prior painting.
4. Prime any peeling and rusted areas with a rust inhibitive primer.
5. Apply 1 coat Kelly Moore s-37 Metal Max paint.
6. Color- Black semi-gloss

### **General Terms:**

1. All agreements are contingent upon unforeseen conditions including but not limited to labor disputes, accidents, fire, unusual delays in transportation, acts by public utilities or public bodies, inspectors, adverse weather conditions catastrophes, war, Acts of God or other causes beyond the Contractor's reasonable control.
2. This proposal may be withdrawn by Progressive Painting if not accepted within 30 days.
3. All applicable industry standards adopted by the Painting and Decorating Contractors of America (PDCA) shall be incorporated into this proposal. A copy of the standards will be provided upon request. By signing this contract you are agreeing that you accept the PDCA's standards for all applied finishes on this job.
4. Warranty for Workmanship: Contractor warrants that all of its work shall conform to industry residential standards. Contractor will promptly repair or replace any faulty workmanship performed under this contract, for a period of **3 years** from the date of Substantial Completion of the Work covered hereby and this warranty is expressly conditioned on (1) Contractor having had a reasonable opportunity to inspect the same prior to removal or alteration by Client and (2) Contractor having been paid in full for all Work under this contract. This warranty specifically excludes failures which are the result of normal weathering, poorly bonded previous coatings and sealants, and horizontal or hand held surfaces. The reoccurrence of rust or mildew, the reoccurrence of nail holes or wax bleed in composition siding, excessive substrate movement, items not covered by manufacturer's warranty or conditions not reasonably foreseeable by Contractor (such as latent defects in existing work or other causes beyond Contractor's control). Areas where others have performed painting after Contractor has finished the Work shall be voided from warranty.
5. Warranty for Materials: Contractor does not manufacture any of the materials used, and therefore gives no warranty or guaranty of any kind, as to any materials used in the work. Client shall look to the Manufacturer, and not to the Contractor for any and all damages arising from materials alleged to have been defective. These provisions are expressly in lieu of any other express or implied warranties, including any implied warranty of merchandise or fitness for any particular purpose.

5703 Dudley Blvd. McClellan, CA 95652 Tel: 916-924-1642 Fax: 916-924-8821 Lic.#755367