

**NEPENTHE ASSOCIATION
BOARD OF DIRECTORS MEETING**

August 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 VI 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

Present	Arrival	Board Member	Positon	Departure
		Ivan Gennis	President	
		Steve Huffman	Vice President	
		Linda Cook	Secretary	
		Will Vizzard	Treasurer	
		Joan Haradon	Member at Large	

II. ANNOUNCEMENTS

- a. **Executive Session Disclosure:** In accordance with Civil Code Section 4935(a), the Board met in Executive Session on July 6, 2016 in order to consider matters relating to personnel, member discipline, legal matters and the formation of third-party contracts.

III. COMMITTEE REPORTS

- a. **Ad Hoc Committee on University Ave. Lots** Page 8
- b. **Architectural Review Committee** Pages 9-11
- c. **Finance Committee**Page 12
- d. **Grounds Committee** Pages 13-14
- e. **Insurance, Legal and Safety Committee**
- f. **Outreach Committee** Pages 15-17

g. **Parking Policy Committee** **Pages 18-26**

IV. MANAGEMENT REPORTS

a. **Operations Report** **Pages 27-29**

b. **Master Calendar Report** **Page 30**

V. HOMEOWNER CORRESPONDENCE..... **Pages 31-34**

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 E as presented.

<i>Begin Consent Calendar</i>

- a. **Approval of Minutes July 6, 2016 Open Session** **Pages 35-39**
Proposed Resolution: The Open Session minutes dated July 6, 2016 are approved as presented.
- b. **Financial Statement: June 2016** **Separate Packet**
Proposed Resolution: The Board accepts the June 2016 interim financial reports and bank reconciliations as presented, subject to annual review. The report reflects a positive year to date variance of \$170,674.53 and reserve funding of \$1,003,227 compared to the reserve funding budget of \$982,596. The reserves are funded through June 2016. The Association has \$438,027 in operating funds, which represents 1.61 months of budgeted expenses and reserve contributions. The Association has \$5,325,646 in reserve funds.
- c. **Lien Resolution** **Page 40**
Per the enclosed Resolution dated July 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
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1963-02	\$914.00
2153-01	\$914.00

d. Appoint Committee Memberships

Proposed Resolution: The Board appoints Renee Mendez and Mark Gorton, members in good standing, to the Grounds Committee and Insurance, Legal & Safety Committees, respectively. Their applications have been received and reviewed by management and all have agreed to abide by the Conflict of Interest Policy.

e. Architectural Applications Pages 41-48

The Architectural Review Committee met on July 11, 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>
219 Elmhurst Circle	Replace Skylight	Approved
711 Elmhurst Circle	Window Replacements	Approved
817 Dunbarton Circle	Skylights and solar tubes	Approved
1426 Commons Drive	Window Replacements	Approved
905 Dunbarton Circle	Window Replacements	Approved
2308 Swarthmore Drive	Solar tubes	Approved
114 Dunbarton Circle	HVAC Replacement	Emergency Approval Granted
1418 Commons Drive	HVAC Replacement	Emergency Approval Granted

<i>End Consent Calendar</i>

VIII. UNFINISHED BUSINESS

a. Age Restrictions at Nepenthe Pools Pages 49-50

This item began as a homeowner request for a change to the pool rules at the Elmhurst Pool. The association’s attorney, Brad Epstein of Angius-Terry was consulted. It is his opinion that the Federal Department of Housing and Urban Development and the California Department of Fair Employment and Housing would rule that the association’s rules are violating anti-discrimination laws.

Based upon the attorney’s opinion, the General Manager has opened all pools to all residents.

There are two versions of pool rules in the Board packet. The first version is the current pool rules. The second copy is a recommended Draft Pool Rules.

Action required: Board discussion and resolution to create pool rules that comply with all anti-discrimination laws. As provided in CA Civil Code 4355(b), rules that are changed to conform to current law do not require a thirty-day notice before adoption.

IX. NEW BUSINESS

- a. Report from Ad Hoc Committee on Parking Policy Separate Packet**
The minutes from the meetings of the committee have been provided to the Board under committee reports. This report includes summaries of actions taken and includes recommendations for Board review and action. Committee member Rebecca Stene will present to the Board.

Action Required: Board discussion and possible resolution.

- b. Risk Assessment Report Pages 51-59**
Nepenthe’s agent, Ryan DeShong has completed his annual risk assessment inspection of the development. His report is enclosed in the Board packet and he will be on hand to present the report on the projector.

Action Required: Board discussion and resolution

Proposed resolution: The Board accepts the Risk Assessment Report by Farmers Agent Ryan DeShong and directs management to implement the suggestions therein and report at the next open session on September 7, 2016.

- c. Board Instruction to Ad Hoc Committee on University Ave. Lots.....Page 60**
At the April 6th Open Session, the Board appointed an ad hoc committee to evaluate options for use of the University Avenue Lots and report to the Board including potential costs and benefits of each option. The Board has reviewed the report of the committee and will discuss next possible steps.

Action Required: Board discussion and possible resolution

- d. Board Instruction to Architectural Review Committee Pages 61-78**
The Board will discuss the current Architectural Guidelines and direct the committee to develop criteria for certain improvements that may not have adequate guidelines currently in place, specifically rooftop improvements.

Action Required: Board discussion and possible resolution

- e. Proposals for Tree Work..... Pages 79-114**
ITEM 1: Arborist Paul Dubois walked the property on July 12 accompanied by Grounds Committee member Elsa Morrison and General Manager Bettsi Ledesma. The purpose of the walk was to inspect trees identified by residents, Grounds Committee members and management as potentially failing and/or hazardous. Additionally, the arborist was asked to provide instruction for the care of the community’s young trees. His Report

was provided to the Grounds Committee who reviewed it on July 21st and asked Mr. Dubois to prepare the enclosed proposals for Board action.

The specific work identified is as follows:

- Tulip 101 on Howe Ave. berm near 27 Adelphi, \$3,100.00
- Locust 756 at 811 Dunbarton, \$840.00
- Plum 411 at 2265 Swarthmore, \$470.00
- Birch 899 at 1333 Commons, \$840.00
- Birches 1990 & 1991 at 1025 Vanderbilt, \$1,350
- Birch 1521 at 1113 Vanderbilt, \$840.00
- Locust 1566 at 1161 Vanderbilt, \$840.00
- Liquidambar 371, Crown reduction to subdue co-dominant stem. Weight reduction pruning, \$2,720

ReportPages 79-93

ProposalPages 94-97

Action Required: Board resolution

Proposed Resolution: The Board approves the removals and crown reduction as proposed by Grove Total Tree Care for the amount of \$11,000, payable from Reserves which has a remaining 2016 allocation for tree work of \$94,454 +/-.

ITEM 2: The arborist was also asked to provide a report for Birch Tree 606 at 1212 Vanderbilt at the request of management. The tree has been requested for removal by the homeowner. Based on the report and the fact that the tree only impacts two homeowners who both desire its removal, management recommends removal.

Homeowner Request Page 98

ReportPages 99-102

ProposalPages 103-104

Action Required: Board resolution

Proposed Resolution: The Board approves the removal of Birch Tree 606 for the amount of \$1,800 payable from Reserves which has a remaining 2016 allocation for tree work of \$94,454 +/-.

ITEM 3: The arborist was also asked to examine two Liquidambar at 1106 Vanderbilt at the request of management. The trees have been requested for removal by the homeowner. The homeowner has experienced fallen limbs in her patio and has had to replace her air conditioner's condenser unit due to the unit burning out because it was lifted off-level by the invasive tree roots. Management has conferred with the zone steward for the area about these trees and the arborist's report is enclosed in the Board packet (please note that the arborist has inadvertently transposed the tree numbers- they are actually 634 and 635). Management recommends removal due to the extensive impact to the existing hardscape. To continue to root prune to allow for concrete replacement can be detrimental the trees and may cause instability which could lead to tree failure.

Homeowner RequestPages 105-106
 ReportPages 107-111
 ProposalPages 112-114

Action Required: Board resolution

Proposed Resolution: The Board approves the removal of Liquidambar 634 and 635 for the amount of \$6,100 payable from Reserves which has a remaining 2016 allocation for tree work of \$94,454 +/-.

f. Proposal to Purchase Two Wausau BenchesPages 115-137

In May 2015 the Board approved the enclosed Standards and Practices for Locating, Design, Financing and Approving Benches. Since then, President Ivan Gennis has applied and been approved for the purchase and installation of the bench located to the east of the clubhouse entry.

Part of the Standards is the purchase of two benches each year from Reserves. The proposal has been received. The Board is asked to choose two locations for the purchase of the benches and approve the pricing of the benches.]

Action required: Board discussion and resolution

Proposed resolution: The Board chooses the bench locations on pages _____ and _____ from the approved Standards and directs management to set signage in place to solicit member comments.

Proposed resolution: The Board approves the proposal from Wausau for two benches in the amount of \$2,703.59 payable from Reserves which has a 2016 allocation of \$8,000.

g. Proposal to Purchase Ping Pong TablePage 138

Management was approached by a member who suggested the purchase of a ping pong table for the clubhouse pool deck. A suitable outdoor table has been located that can be folded up and put away when space is needed for event. The ping pong table will fit comfortably on the deck just outside the main lounge.

Action required: Board discussion and possible resolution

Proposed resolution: The Board approves the purchase of the table proposed by management for a fee not to exceed \$493.90.

h. Proposals for Fence ReplacementsPages 139-147

Some fences have been noted by Roger Work, the Nepenthe Facilities Coordinator, as being in need of repair and/or replacement.

Because of the design of Nepenthe’s fences, they are very labor intensive. This labor drives the price of these replacements. James E. Williams & Son, Inc. has offered to

prepare an alternative fence design for 801 Dunbarton with pricing at management's request. That proposal may be presented at this meeting under separate cover for Board review and discussion. It may be wise to have a prototype of fencing design in place to evaluate its appeal and wear until the next rotation of carpentry and painting in 2021.

Action required: Board discussion and resolution

Proposed resolution: The Board approves the work called out for in the enclosed fence repair/replace proposals from James E. Williams & Son, Inc. as follow:

- 0716-0020, 312 Elmhurst Circle, \$689.01
- 0616-0046, 700 Dunbarton Circle, \$2,773.86
- 0716-0021, 801 Dunbarton Circle, \$4,841.28

For a total of \$8,304.15 payable from Reserves which has a remaining 2016 allocation of \$110,000.

X. HOMEOWNER FORUM

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XI. NEXT MEETING: Wednesday, September 7, 2016 at 5:30 pm in the Nepenthe clubhouse

XII. ADJOURN

Minutes

University Ave Property Ad Hoc Committee

April 26, 2016

Members Present: William Vizzard, Jim King and John Donovan

Members Absent: Joan Haradon and Joan Trotta

Residents President: John Trotta

Organization meeting, discussion of potential option for use, members tasked with gathering information.

Next meeting May 18, 2016 at 0830

May 18, 2016

Members Present: Vizzard, Jim King, John Donovan and Joan Haradon

Members Absent: Joan Trotta and Nancy Arndorfer

Residents President: John Trotta

Options for use reviewed and discussed, see attach matrix.

Members present unanimously agreed to present preliminary findings to the board and seek addition guidance.

John Trotta advised committee that any change in use of parcel will affect "our property values and we will sue Nepenthe and all of you individually" then departed.

Next meeting to be announced

NEPENTHE ARCHITECTURAL COMMITTEE MINUTES
Monday, July 11, 2016 at 4:30 pm in Clubhouse

Members present: Kenneth Luttrell, Chair; Alan Watters.

Absent: David Thomas, Jan Summers.

Present: Joan Haradon, Board Liason; Ivan Gennis, Board President; Karen Lowrey; Diane Vanderpot, Kathy Davis, Joel Moore, Caio Miguel, John Kavanagh.

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. **219 Elmhurst Circle** – Debbie Grutzmacher – Skylight replacement: In this 2300 model, remove the existing Velux skylight and install one Velux Fixed Deck-Mount skylight with white solar-powered room-darkening blind skylight (rough opening size 22-1/2 in. x 45-3/4 in.) in roof over master bath tub and toilet area. Roof penetration policy applies.
Approval Recommended with Conditions: “The applicant must be aware that as with a new penetration through the roofing, she [as homeowner] will be responsible for any moisture penetration damage caused by this [installation] change.”

2. **711 Elmhurst Circle** – Diane Vanderpot – Install windows in this 2300 model: Replacing all existing windows with Renewal by Andersen dual-paned Fibrex windows: 3 sliding patio doors, 4 gliding windows, and replacing the original kitchen garden window with one fixed-pane window. Create openings in walls and install two new Renewal by Andersen windows: one above the front door, to be a non-opening fixed-pane window, and one in the exterior wall of the kitchen, a 48” x 42” gliding window. (There is a Board-approved precedent for creating exactly such a window in this location in this 2300 model.) The new kitchen window will largely not be visible from a common area, being inside the fenced yard. The exterior color will be bronze. **Approval Recommended. Comments:** “Siding and trim at the new penetrations and wall areas are to match the existing in type, size, and color, and be properly flashed and sealed.”

3. **817 Dunbarton Circle** – Kathy and Mike Davis – In this 3300 model, install five skylights and two solar tubes. Two Velux triple-glazed bronze 22” x 48” skylights to be installed over the living room. One Velux triple-glazed bronze 22” x 24” skylight to be installed over the den/office. One Velux triple-glazed bronze 22” x 24” venting skylight

over the second bathroom and one Velux triple-glazed bronze 22" x 24" venting skylight over the master bath shower area. Two Velux Sun Tunnel solar tubes, of 8" diameter, are to be installed in the master bath vanity and closet areas. (Note: the installation of a new door in the kitchen, mentioned in the applicant's statement, was not included in this approval.) **Approval Recommended. Comments:** "The applicant will be responsible for any moisture penetration damage caused by these installations. Also on any [single] roof plane, multiple similar new elements should align across from each other or on a line up and down the roof."

4. **1426 Commons Dr.** – Caio Miguel – Windows replacement in this 5500 Model: Install Simonton Daylight Max Vinyl (-framed) Window Series 7300 windows and sliding doors: three sliding doors and six windows, in exterior color "Bronze." Contractor is Brother Home Improvement. **Approval Recommended. Comments:** "Siding and trim [are] to match existing and be properly flashed and sealed."

5. **905 Dunbarton Circle** – Joel and Linda Moore – Replace windows in this 2200 Model: The contractor is Renewal by Andersen of Sacramento for Andersen Fibrex windows: Replace three windows, two in living room and one in master bedroom. Exterior color to be "Bronze." **Approval Recommended.**

6. **2308 Swarthmore Drive** – John Kavanagh – In this 3300 model, install three, or possibly four, solar tubes: three Solarise "Sun Glo" 10"-diameter tube skylights to be placed over the master bathroom and second bathroom and over the center of the living room. A fourth solar tube of the same type is approved to be installed over the central hall-dining room area, if the applicant so desires. **Approval Recommended.** Comments: "The applicant will be responsible for any moisture penetration damage caused by these installations. Also, on any roof plane, multiple solar tubes should align across from each other or on a vertical alignment. Note – If an additional skylight is installed (shown on floor plan) it shall align with the adjacent skylight."

B.2.A. Homeowner Requests Already Approved:

7. **114 Dunbarton Circle** – John Gregory Walsh, Jr. – Replace HVAC in this 5500 model. Install an American Standard Silver Series TEM model TEM40C48 air handler and an American Standard Silver Series 14 model 4A6H4048 outdoor condenser. The new condenser will be sited in the same place as the original; the existing refrigerant line set will be re-used. Perfection Home Systems is the contractor. **Emergency Approval Granted on June 26, 2016.**

8. **1418 Commons Dr.** – Lisa Bender – Replace HVAC heat pump system in this 7000F model. Install a Rheem Constant Torque RH1T Series 3.0 ton model RH1T3617STAN air handler and a 3.0 ton, 15.0 SEER Rheem Classic RP15 Series model RP1536AJ1 outdoor condenser. The new condenser will be sited in the same place as the original; the existing refrigerant line set and wiring will be re-used. Capital Mechanical, Inc. is the contractor. In order to accommodate the larger condenser, a section of the side yard fencing will need to be moved out approximately one foot. Emergency **Approval Granted on July 11, 2016.**
Comments: “A panel of the adjacent fence could be moved outward about 12” if one branch of one bush is removed.”

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:

Prompted by several new handrail installations by the Association, discussion ensued about the necessity of being certain whether or not handrails meet CA ADA code. We must clarify what situations or types of walkway are mandated to have handrails by code and which are not. The ARC will be responsible for deciding in what locations stairways and handrails are required by CA code.

Discussion was had concerning unsatisfactory placement of satellite dish installations and unsatisfactory positioning of cable. It was noted that the CC&Rs called for pre-approval of applications for satellite dishes, but this has not been the practice for at least 15 years. The feasibility of getting preapproval was discussed, along with the concomitant need to publicize the rule.

Security cameras installation was mentioned. Is it possible to draw up basic guidelines? It was also proposed that the ARC create a new list of violations for the entire community.

H. Next meeting. Monday, August 8, 2016, 4:30 P.M. in the Clubhouse.

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

Nepenthe Homeowners Association

Finance Committee

Minutes, June 27, 2016

Members Present:

Ken Butler; John Baker; Susan Timmer, prospective member; Will Vizzard, Board Liaison; Ivan Gennis, Board President.

The committee welcomed Susan Timmer as a new member, her appointment to be acted upon at the July 6, Board meeting.

Minutes

Minutes of the April 25 meeting were approved.

There was no meeting of the Committee in May.

Board Report

Will Vizzard reported that The HOA has received a partial payment of \$2,500 from a home owner who is \$5,000 in arrears.

There was discussion of the installation of water meters scheduled for 2017 and the likely increase in accompanying water costs.

Training

Finance Committee members are invited to a training for board members to be held in the Dunbarton Cabana on Wednesday June 29 at noon. Representative from Browning Associates will discuss the process for estimating the useful life of the HOA's property and First Services Residential will discuss the contracted management services.

Financial Statement

The May, 2017 financial statement was reviewed. There is a current positive year to date variance of \$148,463. These funds will be used to make an end of year payment for flood insurance. There is \$32,014 in unpaid assessment as of May 31 some of which are fees for late payments.

Next Meeting

The next meeting of the Finance Committee will be on July 25 at 3:00 pm.

Respectfully Submitted,

Ken Butler

NEPENTHE GROUNDS COMMITTEE MEETING
July 21, 2016 - Dunbarton Cabana
Minutes

Present were:

Pam Livingston, Committee Chair
Ivan Gennis, Board President
Linda Cook, Board Liaison
Bettsi Ledesma, General Manager
Marty Henderson, Irrigation
Zone 1 - Diane Luttrell, Grace Long
Zone 2 - Diana Vizzard, Elsa Morrison
Zone 3 - Liza Tafoya
Zone 5 - Pam Sechrist, Joan Barrett,
Zone 6 - Kathy Waugh,
Zone 7 - Cheryl Summers

Not present:

George Procida, GP Landscape
Zone 4 - Don Landsittel
Zone 6 - Diana Mortimore,

Guest:

Paul Dubois, Arborist, The Grove

The meeting was called to order at 3:10 pm by Chair Pam Livingston

Bettsi reported that the zone walks were going well thanks to the zone stewards being prepared with mapping and lists for clarification.

She explained the new standard for Liquidambar tree removal - the stumps are not ground immediately. They will be treated with Garlon to kill the roots so we do not have so many shoots coming up. In places where the stump was not treated in this method, the shoots are allowed to grow to sufficient size to treat with Garlon 4, an herbicide.

Garlon requires certified applicators. GP Landscaping has several on staff with this certification.

Bettsi noted that there are some trees that lack number tags and asked that the committee members identify these unmarked trees by address so they can be included in the lists for easier identification.

Pam L. introduced Paul Dubois, an arborist with The Grove, who submitted a report on the trees he surveyed with Bettsi and Elsa. Paul provided photographs of examples of issues he noticed that include the treatment of new trees and cautioned that although many of the trees that are donated should be considered carefully for their health and their ability to thrive in our landscape. He explained that this would save costs over time as plantings appropriate for our area will require less maintenance. Bettsi said that several trees had been identified as requiring treatment but more will be listed as they are found and listed.

Pam noted that Elsa has volunteered to oversee the young trees, 3 years old on average, and will develop a schedule of maintenance by zone to be shared with the zone stewards with whom she would like to coordinate efforts to improve the health of the young trees.

Paul was asked about the watering for our Redwoods and he explained that since Redwoods are not appropriate trees for the Sacramento Valley, the supplemental watering is a good thing to help them survive the stress of drought, but that the watering should take place outside of the drip line because that's where the feeder roots will go to find the moisture and nutrients that they need, often to escape the competing plantings closer to them. He told of a measure to save Redwoods in trouble by aerating the roots and adding Yucca fibers to hold and increase the absorption of water over three treatments. Ivan asked for a cost estimate of the treatments and Paul responded that each treatment is \$130.00 at this time and requires three treatments although they can usually treat a grove for this price currently. He outlined the signs of stress as yellow or light green needles on the ground and the top of the tree will get thin. He also said to leave the needle fall around the base of these trees. It is better for the health of the tree. Paul explained that The Grove has a Plant Health Care Division for feeding fertilization needs.

Bettsi explained that the Grounds Committee will have an opportunity to review Paul's report based on his recommendations and an estimate with line item pricing can be analyzed for funds allocation and priorities, presented to the Board.

Pam Livingston commented that the committee is grateful for the knowledge of the arborist in helping Nephthe to protect our greatest asset.

The following recommendations are under consideration

Tree#102-Tulip Tree, removal; Tree #756-Locust, removal;
Tree #371-Liquidambar, reduce wind sail; Tree #411-Plum, removal; Tree #482-
Redwood, removal; Tree #756-Locust, removal; Tree #899-Birch, removal;
Trees #990-991-Birch, removal; Tree #1521-Dead, removal; Tree #1566-Dead, removal.

Pam Sechrist made a motion to accept the recommendations put forward in the report by Paul Dubois and present that recommendation to the Board. Liza Tafoya seconded the motion. The motion carried unanimously.

Pam Sechrist complimented the Grounds Committee on the progress that has been made and how happy the homeowners are at the improvements.

Ivan asked if the Liquidambar removal was up to speed and Pam Livingston responded that as we acquire knowledge our process will improve.

Cheryl Summers announced that she will be stepping down as Zone 7 Steward. Renee Mendez has offered to take her place.

Pam Livingston warned of the impending heat wave this coming week.

The meeting was adjourned at 4:39PM

Next HOA Board Meeting, Wednesday, August 3rd - 5:30PM Clubhouse

Next Grounds Committee Meeting, August 11th- 3:00PM- Dunbarton Cabana

Nepenthe Outreach-Social Committee Meeting
July 20, 2016 5:00PM
Nepenthe Clubhouse

In attendance:

Gerry Gelfand, Chair

Linda Cook, Social Committee

Ivan Gennis, Board Liaison

Joan Barrett

Bettsi Ledesma, General Manager

Bill Olmsted

MJ Lindgren

Committee Members not in attendance:

Ken Gromacki

Valerie Weinberg

Kathleen Montgomery

Paige Tiffany

Connie Henderson

The meeting was called to order at 5:00PM.

There were no changes to the June 2016 minutes,

Old Business

Linda Cook reported that the Jazz at the Pool event for June 26th is rescheduled. The reasons for the cancellation are poor sales attributed to the hot weather forecast. Bettsi said that she would send an email blast to inform everyone of the change. MJ and Bill volunteered to call the people who had purchased tickets to inform them of the change.

Bettsi talked about a great letter she received from Karen Lowrey asking for clarity on the website for the Grounds Committee walk dates on the website and a visual interpretation of how the monthly dues are spent. Bettsi created a pie chart on the question of the dues and presented it to the committee. Discussion followed on the need for an interactive map on the website and how to encourage residents to use the website. Linda said that she asked the board for funds to spend on more hours in improving the website. Gerry questioned the value of the expenditure, MJ requested an idea of how much money was involved but there was no answer at this time. Discussion followed as to the methods we should employ to drive traffic to the website. Bill suggested that Nepenthe resident Bill Endicott, a former journalist, could be helpful in guiding our efforts. MJ suggested inviting him to our next meeting. Bettsi suggested that we all find an HOA website to analyze for content and report our impressions at the next meeting.

Action List:

Bill Olmsted to contact Bill Endicott regarding his involvement in our project to create more website traffic and invite him to the next meeting if he is receptive.

All committee members are asked to view and evaluate other HOA websites and report at the next meeting.

Speakers for Saturday coffees

Bill and Ivan both said that they had been approached regarding speaker programs for the coffees. A discussion followed regarding allowing commercial sponsorship of the coffees and Bettsi volunteered to create a standard for sponsorship that would outline the process by which companies could sponsor and attend the coffee to present their products.

Action List:

Bill and Ivan to contact the people who have expressed interest in speaking at a quarterly coffee.

Bettsi will prepare a standard for sponsorship for review by the committee.

New Business

Parking Lot Sale

Gerry contacted Marilyn Jarboe who headed up the Campus Commons parking lot sale in May and reported that Marilyn was happy to help with our endeavor. It was suggested the event be scheduled for August 27th, just prior to the semester starting at CSUS and that a portion of the rental of the spaces be donated to a charity and that an inquiry about arrangements for a donation truck to follow the sale. Joan will follow up with Marilyn.

Action List:

Gerry will create a flyer for the sale and arrange for publicity in several media.

Joan will contact Marilyn Jarboe regarding the sale

Neighborhood Watch

Bill reported that there is an National Night Out event on August 2nd at Ashton Park. They have food trucks, live music and signage on Fair Oaks Blvd. He noted that the preparation for something of this magnitude will have to start early in the year to be successful.

It was decided to combine the topics of Neighborhood Watch and Campus Commons Orientation for the Nepenthe Residential Forum on October 15th this year.

The meeting was adjourned at 6:42PM

Joan Barrett

Next HOA Board Meeting - Wednesday, August 3rd- 5:30PM Clubhouse

Next Outreach-Social Committee Meeting- Wednesday, August 17th-5PM- Clubhouse

Minutes

Parking Ad Hoc Committee
June 30, 2016

I. Introductions

The Committee Members to be confirmed on July 6, 2016 are:

Joan Roberts - Chair
Frank Gardner
Christina George
Barbara Murman
Pat Peightal
Renee Stene
Amy Wheat

Joan Haradon will serve on the Committee as the Board Representative.

II. Purpose of Committee

To review the proposed Parking Enforcement Policy and make recommendation to the Board of Directors.

III. Review Current CC&R History

The following documents were distributed for review and comment. These documents will be further reviewed at the next meeting.

- a. CC&R Section 3.3 Relating to Parking
- b. What is the Difference Between Rule and Policy by Hasaan Fazal
- c. California Civil Code Sections Regarding the Davis-Stirling Act
- d. Section 3 of the CC&Rs Relating to Parking – 1972 through 1990
- e. Community Rules of Nepenthe 2009
- f. Parking Section from Nepenthe A - Z

IV. Nepenthe Parking Issues

The following issues were presented for discussion at a future meeting:

- a. Temporary Parking Pass Policy for Private Streets
- b. Possible Identification Stickers for Residents
- c. Guidelines for Variance Requests
- d. Possible Guest Parking Location
- e. Enforcement Procedures After Policy Adoption
- f. Edit Community Rules and Nepenthe A-Z to Conform with Enforcement Procedures

The Committee decided to take a survey of cars parked on Nepenthe streets at various times of the week. The schedule is as follows:

Joan Roberts – Commons Drive, Vanderbilt Way, American River Drive & Colby Court
Joan Haradon – Swarthmore Dr.
Frank Gardner – Elmhurst Circle
Christina George – Dunbarton Circle
Pat Peightal – Adelphi Court

V. Review of Other Homeowner Association Policies re Parking

Parking policies from Gold River and Sun City Lincoln were discussed. Other Homeowner Associations in the area will be contacted. All responses will be reviewed at a future meeting.

VI. Schedule Next Meetings

The Committee will meet for approximately six weeks at 4:00 p.m. on Thursdays. The meetings will be held at the Nepenthe Clubhouse

Future Agenda:

A “Problem Statement” will be developed and Sections 1 – Purpose, 2 – Authority and 3- Goals of the Draft Parking Policy will be discussed at the next meeting.

Approved: July 7, 2016
Submitted by: Joan Roberts

Minutes

Parking Ad Hoc Committee
July 7, 2016

Present: Joan Roberts, Frank Gardner, Christina George, Barbara Murman, Pat Peightal,
Joan Haradon, Bettsi Ledesma
Absent: Rebecca Stene, Amy Wheat

I. Approval of June 30, 2016, Minutes

The minutes were approved.

II. Role of Chairperson and Facilitator

The roles were reviewed. The Chairperson is responsible for setting parameters around the discussion, overview of current agenda, assist in the exchange of information, hear members' reports back and get informal feedback. The Facilitator is responsible for increasing participation, member problem solving, group dynamics, and assisting in getting members to make decisions and create action plans.

III. Rules of Engagement

Rules for meeting conduct and group participation were developed.

IV. Problem Statement

Based on the assumption that according to Davis-Stirling and Nepenthe's current CC&Rs, the HOA has the authority to regulate the parking behavior of residents' cars on public and private streets within the development.

After discussion of many concerns, the following six were ranked as the most important to our community:

- a. The documents (CC&Rs, Community Rules, Nepenthe A-Z) that address parking restrictions on public and private streets are incoherent.
- b. The enforcement process/policy is unclear.
- c. There is inconsistent or no enforcement of parking restrictions.
- d. Storage of resident's cars on public streets has become a right.

- e. Available guest parking is impacted by resident parking behavior.
- f. Current guest permit process on private streets invites abuse.

Minutes
Parking Committee
July 7, 2016
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V. Goals of Parking Policy of Enforcement

- a. Preserve the aesthetic character of neighborhood
- b. Provide accessible parking for residents' guests and contractors
- c. Protect property values
- d. Deter criminal activity
- e. Clearly communicate parking expectations to residents

V. Next Agenda Items

- a. Review Resident Comments
- b. Report re Other HOA Policies
- c. Review Parking Surveys

Approved: July 14, 2016
Submitted by: Joan Roberts

Minutes

Parking Ad Hoc Committee
July 14, 2016

Present: Joan Roberts, Frank Gardner, Christina George, Pat Peightal, Rebecca Stene,
Joan Haradon

Absent: Barbara Murman, Amy Wheat

I. Approval of July 7, 2016, Minutes - Approved

II. Highlights of Resident Correspondence

Correspondence from Rebecca Stene, Christina George and Richard and Diana Hagle was reviewed. The following list highlights the main concerns:

- a. The CC&Rs do not require that residents' cars be parked in their garages.
- b. The HOA does not have the authority to regulate parking on public streets.
- c. There is a need to separate public and private street parking rules.
- d. The repeat violation procedure is not clear, i.e., escalation of fines, assessment, hearings, etc.
- e. The Parking Pass (yellow) rules for private streets are not enforced.
- f. The no parking within 15 feet of a fire hydrant is not enforced.
- g. The security service employees do not check the parked cars on private streets closely to determine if the parking pass is valid.
- h. Storage of personal property in garages is allowed if the resident has a valid J Permit from the City of Sacramento or a permit from Nepenthe Association for private streets.
- i. Should "outliers" be given a variance on private streets.
- j. Conflating garage issues with parking issues solves neither problem.
- k. Storage of flammable materials or objects should be prohibited.

Minutes
Parking Committee
July 14, 2016
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III. Summary of Other HOA Rules

The Committee discussed information provided by other HOAs in the area.

Campus Commons Villages 1, 3, 4 & 5

No ongoing parking problems. Residents don't want to park on the street. Renters continue to be a problem. Note: No residences have front doors facing the street.

College Greens East

Parking is one of their biggest problems and the CC&Rs are presently being reviewed to address this issue. This is a 400 unit development of single – family homes. All streets are public. The CC&Rs currently state the resident must park in their garages. Violations are noticed and fines are \$250 per incident.

Sun City Lincoln

No overnight parking on public streets. Parking is allowed on public streets during the day. Short-term (48 hours) exemptions can be requested.

Gold River

Streets are both public and private. The CC&Rs state that it is mandatory that residents park in garages. Residents report violations to management. The resident reporting must give their name and address. (This is the same procedure used by the City of Sacramento when you report a parking violation.) No variances are granted, except for a caregiver.

IV. Parking Survey Review

The Committee reviewed the surveys. It was noted that over the period of time for the survey (two weeks), the number of cars parked on the

individual streets was very consistent. It appears that stricter enforcement of “no overnight parking” on Dunbarton and Elmhurst Circles increased the overnight parking on Vanderbilt Way and Commons Drive.

Minutes
Parking Committee
July 14, 2016
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V. Next Agenda Item

Discuss recommendations to be presented to the full Board. Board Chairman, Ivan Gennis, will be invited to our next meeting.

Approved: July 21, 2016
Submitted by: Joan Roberts

Minutes

Parking Ad Hoc Committee
July 21, 2016

Present: Joan Roberts, Frank Gardner, Christina George, Barbara Murman, Pat Peightal,
Rebecca Stene, Joan Haradon, Bettsi Ledesma
Absent: Amy Wheat

I. Approval of July 14, 2016, Minutes - Approved

II. Next Meeting – Monday, July 25 2016 at 4:00 p.m.

III. Review Parking Surveys

The surveys revealed a correlation between the impact of street parking on Commons Drive and Vanderbilt Way and parking enforcement on the private streets (Dunbarton and Elmhurst). The number of cars parked on the streets (both private and public) remains constant suggesting that they are residents, not visitors.

IV. Recommendations for August 3, 2016 Board Meeting

Recommendations that were fair to all residents were discussed. A preliminary report will be reviewed at the next meeting.

V. Next Agenda Item

Finalize Board Report

Approved: July 25, 2016
Submitted by: Joan Roberts

Minutes

Parking Ad Hoc Committee
July 25, 2016

Present: Joan Roberts, Frank Gardner, Christina George, Barbara Murman, Pat Peightal,
Rebecca Stene, Joan Haradon, Bettsi Ledesma
Absent: Amy Wheat

- I. Approval of July 21, 2016, Minutes – Approved
- II. Preliminary Report for August 3, 2016 Board Meeting

The draft report was review for submission.

Submitted by: Joan Roberts

Nepenthe Association

Management Report – August 3, 2016

1 COMMUNICATION

The Nepenthe News was last published on June 3, 2016. The next newsletter will be published on August 5, 2016. Topics to be covered are:

- Jazz By The Pool
- Phase III Siding and Painting Schedule
- Parking Committee Updates
- Tennis Court Resurfacing Schedule

The website experienced a number of updates since the last Board meeting:

- Events updated
- New announcements added
- Graphics added to Finance Committee page showing budget allocations

2 FACILITIES

The following are status updates on various facilities projects:

- Tennis/Pickleball Court sealing contract was signed by all parties. The schedule for the sealing work will be announced shortly.
- Phase II Siding and Painting is approximately 98% completed.
- James E. Williams is preparing an estimate to remove the decommissioned sauna and turning the space into a regular storage closet. The main purpose will be to store the chaise lounges and chairs during the winter months. The estimate will be available for Board review at the September 7, 2016 Board meeting
- The Dunbarton gate system was repaired Monday, August 1, 2016.
- The pools have received their annual inspection by the County of Sacramento.
- The pools were serviced on schedule. Service occurs three to five days each week and includes all pools and spas.
- 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.

3 GROUNDS

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

- 7/1/16, Zone 4, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Don Landsittel, Zone Steward. \$3,182.50 authorized in extra work.
- 7/8/16, Zone 5, Bettsi Ledesma, General Manager; George Procida, GP Landscape; Pam Sechrist, Zone Stewards; and Pam Livingston, Grounds Chair. \$3,473.65 authorized in extra work
- 7/15/16, Zone 6, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Kathy Waugh and Diana Mortimore, Zone Stewards; and Pam Livingston, Grounds Chair. \$6,048.90 authorized in extra work.
- 7/22/16, Zone 7, Attended by Bettsi Ledesma, General Manager; George Procida, GP Landscape; Cheryl Summers, Zone Steward and Pam Livingston, Grounds Chair. \$495.00 authorized in extra work.
- 7/29/16, Zone 1, Attended by George Procida, GP Landscape; Diane Luttrell and Grace Long, Grounds Steward, Pam Livingston, Grounds Chair. Extra work not yet authorized.

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.

Approved Tree Removals:

At the July 6, 2016 Board meeting the following trees were authorized for removal.

- #2021, Bay Laurel located in the alley behind 1467 University

Arborist Paul Dubois has recently replaced Phil Johnson at The Grove Total Tree Care. The Board will be reviewing a number of his reports and recommendations at the August 3rd meeting. He has recommended the following tree work:

- Tulip 101 on Howe Ave. berm near 27 Adelphi, \$3,100.00
- Locust 756 at 811 Dunbarton, \$840.00
- Plum 411 at 2265 Swarthmore, \$470.00
- Birch 899 at 1333 Commons, \$840.00
- Birches 1990 & 1991 at 1025 Vanderbilt, \$1,350
- Birch 1521 at 1113 Vanderbilt, \$840.00
- Locust 1566 at 1161 Vanderbilt, \$840.00
- Liquidambar 371, Crown reduction to subdue co-dominant stem. Weight reduction pruning, \$2,720
- Liquidambar 634 and 635 at 1106 Vanderbilt, \$6,100.00
- Birch 606 at 1212 Vanderbilt, \$1,800

Management, Grounds Steward Elsa Morrison and arborist Paul Dubois will continue the monthly practice of tree walks in the community. Owners with tree concerns are welcome to forward them to the office for inclusion on the walk list.

4 FINANCIAL

The June Financials were published July 28, 2016. There is a current positive variance of \$170,675. This will continue to accumulate until it is time to purchase next year's flood policy at the end of the year.

5 GOVERNANCE

- **Courtesy Patrol:** Since the last Board meeting, there were a total of 26 violation notices placed on vehicles in the community by the security patrol. There were 2 vehicles towed during this time. Reports are reviewed by management daily, recapping the rounds and interactions of the officers on duty.
- **Violations:** Since the last Board meeting, management sent 0 compliance notices.

7/6	Board Meetings: Closed 3:30 PM, Open 5:30 PM	7/6
7/8	Nepenthe News published	7/8
7/9	ARC Meeting 9:00 AM	7/11
7/14	Grounds Committee meeting 3:00 PM	7/21
7/18	Publish RFP for Tree Pruning and any possible removals	7/21
7/20	Outreach committee meeting 6:00 PM	7/20
7/25	Committee minutes due to management office	7/25
7/25	Lock in agendas for Board meetings - 1) Reserve Study Approval(next month)	
7/26	Finance Committee meeting 3:00 PM	cancelled
7/29	Manager posts agenda and distributes Board packets	
8/1	Manager begins preparation of next year's budget	
8/3	Board Meetings: Closed 3:30 PM, Open 5:30 PM	
8/5	Nepenthe News published	
8/5	ILS Committee to meet and review insurance needs	
8/11	Landscape architect to recommend areas for over seeding	
8/11	Grounds Committee meeting 3:00 PM	
8/13	ARC meeting 9:00 AM	
8/15	Publish RFP for Concrete Remove and Replace	
8/17	Outreach committee meeting 6:00 PM	
8/22	Tree Work proposals due	
8/29	Committee minutes due to management office	
8/29	Lock in agendas for Board meetings 1) Tree Work Bids 2) Overseeding Bid 3) Draft Reserve study & budget 4) Approve Insurance Quote	

Helga Dicker
705 Elmhurst Circle
Sacramento, CA 95825

July 26, 2016

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

Re: Tree #1369

Dear Members of the Board:

On July 23, 2016 at 6:50 p.m., two large branches of tree #1369 located outside my bedroom window broke off and, fortunately, fell away from the dwelling. This is the third time since March that large limbs have come down in a noisy crash, once in a storm and twice in the evening, around the same time. Please see my correspondence with the Nepenthe Office dated March 7, June 15 and July 25, 2016.

Because the tree's trunk looks very solid, I can only guess that the arborist on March 7, 2015 found it safe when I requested a review after the second incident. At that time one of the limbs hit my neighbor's roof but apparently did not cause any damage.

At this point, the weight of the remaining branches appears to be on the side that overhangs my house. The next branch to fall will most likely hit the roof and, without a doubt, will cause serious damage.

I request the Board's approval to do one of the following:

- Remove the tree completely
- Severely trim the branches to a length that will ensure stability of the tree

In view of the recent events and considering the possibility of damage to the house, and possibly myself, I request that this issue be fast-tracked by you.

Yours truly,

Helga Dicker

Attachments



June 12, 2016

Bettsi,

Yet another BIG branch broke off of the tree by my bedroom, it made an enormous sound, and from the ground it looks like it is resting on a yet bigger branch that seems to be compromised as well. They need immediate attention!

If those two tree limbs fall, there will be some damage. I brought an identical issue to your attention, see Crystle's March 7 email to me. These limbs are much bigger than the one that fell previously. It does not look like either of these two cedars has been trimmed, as Crystle indicated was the plan, and the new broken branches are causing me quite a bit of concern as they have not yet fallen. At best, both trees need to be trimmed severely, so please let me know whether the March work order was completed and what was done at the time. It is obvious that, if the trees are left as is, they will be an ongoing problem.

Helga Dicker
Via email

Good day:

As residents living in close proximity to the affected area, we would like to respectfully ask that the Board maintain the Elmhurst pool hours that are currently in place.

As you know, accompanied minor children are allowed in the Elmhurst pool until 6:00 p.m. daily and until closing at our clubhouse pool. They are not allowed at all at the Dunbarton pool and after 6:00 p.m. at Elmhurst. We fully support these hours and ask the Board to continue this practice.

We don't know exactly why the time constraints were chosen, but imagine that the proximity of the Dunbarton and Elmhurst pools to neighboring homes had some sway in the decision making. We also assume that there was a desire to allow time for adults to engage in conversation and social gathering, without children present. I think a fair compromise was struck, giving everyone in Nepenthe a place to go and enjoy their particular activity.

While we don't necessarily worry about responsible parents with small children after 6:00 p.m. at the Elmhurst pool, concerns remain about the potential for larger children's birthday parties and the pre-teens and teenagers who would like to stay later into the evening. We also have concerns about the lack of recourse the residents will have should certain parties stay too late or become too disruptive. We ask the Board to consider who would have to decide what "too disruptive" looks like and what time this all becomes unacceptable. A rule change opens the doors to all of this.

What we have now allows people with minor children to take those kids over to our newly remodeled clubhouse facility, with use of a spa and picnic areas and tennis courts.

We understand that in our litigious society, it may not be possible to keep this rule in place. If legally possible, we ask that you continue the existing rule. It was a good rule when first created, a fair and reasonable one that respected the different lifestyles in Nepenthe and it remains so now.

Courtenay Delfin
Julie Zumalt
1119 Vanderbilt Way

**NEPENTHE ASSOCIATION
BOARD OF DIRECTORS MEETING
July 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
	Linda Cook	Secretary
X	Will Vizzard	Treasurer
X	Joan Haradon	Member at Large

II. ANNOUNCEMENTS

- a. Executive Session Disclosure:** In accordance with Civil Code Section 4935(a), the Board met in Executive Session on July 6, 2016 in order to consider matters relating to personnel, member discipline, legal matters and the formation of third-party contracts.

Items of discussion include:

- Authorize publication of trustee’s sale,
- Parking violation hearing
- Purchase of outdoor furniture

III. COMMITTEE REPORTS

- a. Ad Hoc Committee on University Ave. Lots-** Verbal report provided at meeting.
- b. Architectural Review Committee-** Verbal report provided at meeting. Minutes provided to Board in their packet.
- c. Election Committee – Report on Bylaw Election-** Verbal report provided at meeting.
- d. Finance Committee -** Verbal report provided at meeting.
- e. Grounds Committee -** Verbal report provided at meeting. Minutes provided to Board in their packet.
- f. Insurance, Legal and Safety Committee -** Verbal report provided at meeting.
- g. Outreach Committee -** Verbal report provided at meeting. Minutes provided to Board in their packet.
- h. Parking Policy 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.** Seal coating was completed on time and for agreed upon contract price.
 - ii.** Phase II Siding and Painting is approximately 90% completed.

- iii. Concrete replacements were materially completed on June 15th; management is currently inspecting the work before recommending for final payment.
- iv. Carpets in clubhouse lounge and library were cleaned on June 16th.
- v. At the June 1st, 2016 Board meeting the following trees were authorized for removal. All, except Redwood 482 are in process. The Redwood has shown recent signs of renewed health and is now on a watch list.
 - 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
- vi. Since the last Board meeting, there were a total of 12 violation notices placed on vehicles in the community by the security patrol.
- vii. Since the last Board meeting, management sent 8 compliance violations.

Master Calendar Report- Manager Bettsi Ledesma reviewed the calendar with the Board.

- V. **HOMEOWNER CORRESPONDENCE-** Board reviewed correspondence received:
 - a. Homeowners expressed concern with parking policies for the public streets.
- 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.

VII. CONSENT CALENDAR

Motion: Director Huffman

Second: Director Will Vizzard

Vote: All in Favor

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

Begin Consent Calendar

- a. **Approval of Minutes June 1, 2016 Open Session**
Resolution: The Open Session minutes dated June 1, 2016 were approved as presented.
- b. **Financial Statement: May 2016**
Resolution: The Board accepted the May 2016 interim financial reports and bank reconciliations as presented, subject to annual review. The report reflects a positive year to date variance of \$148,462.25 and reserve funding of \$828,079.22 compared to the reserve funding budget of \$818,830. The reserves are funded through May 2016. The Association has \$417,062.90 in operating funds, which represents 1.54 months of budgeted expenses and reserve contributions. The Association has \$5,258,757.60 in reserve funds.

c. Lien Resolution

Per the enclosed Resolution dated May 17, 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
1959-02	\$641.46
2378-02	\$1,132.00

d. Appoint Committee Memberships

Resolution: The Board appointed the members below to the indicated committees. Their applications have been received and reviewed by management and all have agreed to abide by the Conflict of Interest Policy.

Ad Hoc Parking Committee - The purpose of which is to review the proposed parking policy and make a recommendation to the Board of Directors:
Joan Roberts - Chair
Rebecca Stene
Christina George
Amy Wheat
Barbara Murman
Frank Gardner
Pat Peightal
Architectural Review Committee
Jan Summers
Finance Committee
Susan Timmer

e. Architectural Applications

The Architectural Review Committee met on Jun 13, 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>
6 Colby Court	Security Screen Door	Approved
302 Dunbarton Circle	Window Replacements	Approved
813 Dunbarton Circle	Window and Patio Slider Replacements	Approved
905 Dunbarton Circle	Whole House Fan with six additional attic vents	Approved
1497 University Avenue	Window and Patio Slider Replacements	Approved

711 Elmhurst Circle	HVAC Replacement	Emergency Approval Granted
308 Dunbarton Circle	HVAC Replacement	Emergency Approval Granted

End Consent Calendar

VIII. UNFINISHED BUSINESS - None

IX. NEW BUSINESS

a. Architectural Applications

i. 1109 Dunbarton Circle

Motion: Director Will Vizzard

Second: Director Joan Haradon

Vote: All in Favor

Resolution: The Board approved the proposed fence extension as submitted which will result in the enclosure of approximately 18 square feet of common area adjacent to the alley between 1109 and 1107 Dunbarton Circle to be completed by James E. Williams & Son, Inc. with the cost to be assumed by the owner of 1109 Dunbarton Circle.

ii. 820 Elmhurst Circle

Motion: Director Joan Haradon

Second: Director Will Vizzard

Vote: All in Favor

Resolution: The Board approved the application as presented to allow the homeowners to have constructed a wider opening and gate in their privacy fence on the alley provided the completed work is completed by James E. Williams & Son and the homeowner assumes all cost for repair.

b. Tree Removal Proposal

Motion: Director Will Vizzard

Second: Director Joan Haradon

Vote: All in Favor

Resolution: The Board approved the removal as proposed by The Grove in the amount of \$840 to be paid from reserves which has a remaining allocation of \$19,120 for tree removals in 2016.

c. Request for Rule Change- Elmhurst Pool

Action: No action taken. Tabled until August 3, 2016.

d. Proposal for Repair of Sauna

Motion: Director Will Vizzard

Second: None

Vote: Motion died

Action: No action taken

e. Proposal for Installation of Filtered Water Dispenser in Clubhouse Kitchen

Action: No action taken.

f. Proposals for Resealing Tennis Courts

Management with the assistance of volunteer homeowner John Baker prepared and published the attached Request for Proposal for re-sealing the three tennis centers in the community. Five contractors were invited to bid. Two bids have been received for the work:

Tennis Center	Nor-Cal Asphalt	Action Asphalt	Reserve Allocation
Clubhouse	\$17,244.00	\$46,300	\$19,384.00
Commons Drive	\$9,684.00	\$22,300	\$9,932.00
Elmhurst / University	\$9,684.00	\$26,200	\$10,183.00
Totals	\$29,052.00	\$94,800.00	\$29,316

Resolution: The Board accepted the proposal from Norcal Asphalt for the following tennis courts: Clubhouse/Commons to be paid from Reserve allocations outlined in the table above. Conditional upon Management confirming the requirements of the other bid.

Motion: Director Will Vizzard

Second: Director Joan Haradon

Vote: All in Favor

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

XI. **NEXT MEETING:** Wednesday, August 2, 2016 at 5:30 pm in the Nepenthe clubhouse

XII. **ADJOURN @ 7:26**

NEPENTHE

July 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>
7/13/16	1963-02	\$948.57	\$914.00			
7/13/16	2153-01	\$938.57	\$914.00			

Deferred Items from prior meeting

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

Any two (2) Board members must sign:

By: _____ Date: _____

By: _____ Date: _____

HOME IMPROVEMENT APPLICATION

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

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

House Model Number: 2300

NAME: Debbie Gratzwecker SIGNATURE: [Signature]
 ADDRESS: 219 Elmhurst Circle DATE: 6/24/16
 PHONE: 916-766-1637 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, 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
 We would like to replace current skylight that is 51 x 27". We would like it to have a room darkening shade and that mechanism is solar powered.
 *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: 7-11-16

- 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: The applicant must be aware that as with a new penetration through the roofing, she will be responsible for any moisture penetration damage caused by this change

Final Inspection Required: Yes No

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: 3300

NAME Kathy & Mike Davis SIGNATURE Kathy Davis
ADDRESS 877 Dunbarton Circle DATE 3/3/00
PHONE: 916-204-4896 ALT. PHONE 425-5590

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

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

PROJECTS BEING SUBMITTED: Please review Nepenthe Architectural Criteria.

DOORS

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

POOL

- Patio Pool & Equipment

PATIO STRUCTURES

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

ROOF

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

UTILITIES

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

WINDOWS

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

SMALL EXTERIOR INSTALLATION

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

OTHER Please describe in detail

*automatic approval from office if following Nepenthe criteria
**attach completion inspection fee - certain changes require post installation inspection by Nepenthe agent. Fee is \$40.
Check must be attached.

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

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

Approved Approved With Conditions Disapproved as Submitted ARC Chair _____ Date _____

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

COMMENTS: *The applicant will be responsible for any moisture penetration damage caused by these installations. Also on any roof plane, multiple similar new elements should align across from each other or on a line up and down the roof.*

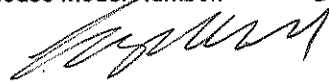
Final Inspection Required: Yes No

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: 5500

NAME <u>DR. CAIO MIGUEL</u>	SIGNATURE 
ADDRESS <u>1426 COMMONS DR</u>	DATE <u>07/01/16</u>
PHONE: <u>916-715-0981</u>	ALT. PHONE <u> </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)

WINDOWS

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

SMALL EXTERIOR INSTALLATION

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

OTHER Please describe in detail

*automatic approval from office if following Nepenthe criteria

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

Check must be attached.

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

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

- Approved Approved With Conditions Disapproved as Submitted

ARC Chair

Date 7-11-16

COLOR
 BRONZE
 LIDING
 DOORS

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: 2200

NAME Joel & Linda Moore SIGNATURE [Signature]
ADDRESS 905 Dunbarton Circle DATE 7/7/16
PHONE: 916 804-0513 ALT. PHONE 916 990-7570

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

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

PROJECTS BEING SUBMITTED: Please review Nepenthe Architectural Criteria.

DOORS

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

POOL

- Patio Pool & Equipment

PATIO STRUCTURES

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

ROOF

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

UTILITIES

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

WINDOWS

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

SMALL EXTERIOR INSTALLATION

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

OTHER Please describe in detail

*automatic approval from office if following Nepenthe criteria
**attach completion inspection fee -- certain changes require post installation inspection by Nepenthe agent. Fee is \$40.
Check must be attached.

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

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

- Approved Approved With Conditions Disapproved as Submitted

ARC Chair [Signature] Date 7-11-16

- 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

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 JOHN KRYANAGH SIGNATURE [Signature]
 ADDRESS 2308 SWARTHMORE DATE 6/30/16
 PHONE: 916 925 5837 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, distance from fencing, size, design, color and materials. Location of drains must be included on drawings. Please fold plans to 8 1/2" x 11".

PROJECTS BEING SUBMITTED: Please review Nepenthe Architectural Criteria.

DOORS

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

POOL

- Patio Pool & Equipment

PATIO STRUCTURES

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

ROOF

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

UTILITIES

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

WINDOWS

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

SMALL EXTERIOR INSTALLATION

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

OTHER Please describe in detail

*automatic approval from office if following Nepenthe criteria

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

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

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

- Approved
- Approved With Conditions
- Disapproved as Submitted

ARC Chair [Signature]

Date 7-11-16

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:

The applicant will be responsible for any moisture penetration damage caused by these installations. Also, on any roof plane, multiple solar tubes should align across from each other or on a vertical alignment.

Final Inspection Required: Yes No

Nepenthe ARC Guidelines - Approved by BOD 8/31/09

Page 15

Note - If an additional skylight is installed, (shown thus [X]), it shall align with the adjacent skylight.

jgregwalsh@comcast.net

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:

114 DUNBARTON CIR

NAME JOHN GREGORY WALSH, JR SIGNATURE *John Gregory Walsh Jr*
 ADDRESS 2473 AMERICAN RIVER DRIVE DATE JUNE 25, 2016
 PHONE: 916 995-7275 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, distance from fencing, size, design, color and materials. Location of drains must be included on drawings. Please fold plans to 8 1/2" x 11".

PROJECTS BEING SUBMITTED: Please review Nepenthe Architectural Criteria.

DOORS

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

POOL

- Patio Pool & Equipment

PATIO STRUCTURES

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

ROOF

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

UTILITIES

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

WINDOWS

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

SMALL EXTERIOR INSTALLATION

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

OTHER Please describe in detail

*automatic approval from office if following Nepenthe criteria

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

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

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

- Approved
- Approved With Conditions
- Disapproved as Submitted

ARC Chair *Ken Jentzell*

Date 6-28-16

- 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:

Approval for emergency HVAC granted by the ARC. No electrical or fluid lines to be installed on exterior of building wall. confirm

Final Inspection Required: Yes No

July 11th ARC Meeting
Aug 3 Board Approval

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:

NAME Lisa Bender SIGNATURE [Signature]
ADDRESS 1412 Commons Dr DATE _____
PHONE: 916 719 1715 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, 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
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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
Small "vented" area behind shrub (see 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
- Approved With Conditions
- Disapproved as Submitted

ARC Chair [Signature] Date 7-11-16

- 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: A panel of the adjacent fence could be moved outward about 12" if one branch of one bush is removed.

Final Inspection Required: Yes No

Nepenthe Association

General Pool Rules Exhibit "A"

Pool hours for Nepenthe Residents and Guests

18 and older

7:00am-10:00 pm daily

Under 18 Years Old

Clubhouse Pool & Area 7:00am-9:00pm Daily

Elmhurst Pool & Area 7:00am-6:00pm Daily

(Children under the age of 14 years must be accompanied by an adult at all times)

No one under the age of 18 is permitted to use the Dunbarton Pool & Area

No one under the age of 6 is allowed in the Clubhouse spa at any time. Members and guests between the ages of 6 through 17 may use the spa, but must be accompanied by a responsible adult who remains in the immediate vicinity of the spa.

The following applies to all Nepenthe Pools, Spas and Areas enclosed by fencing:

- Pools, spas and pool areas restricted to Nepenthe Residents and their guests.
- Nepenthe residents must accompany their guests in and around the pool areas. Residents are limited to 4 guests per residence.
- Food is permitted in plastic containers only and waste is to be disposed of in the provided trash receptacles. Food is only permitted on the pool deck and not the in the pool.
- Beverages are allowed in plastic containers only.
- Masks, goggles, swim fins, safety rings and small plastic inner tubes for infants are allowed. All other items, including lap boards, snorkels, bikes, toys, balls, and pool games are prohibited.
- Pets are not allowed in the pools or pool area.
- Running, rough housing and obnoxious behavior are prohibited.
- Acceptable swimming attire only – cutoffs, non-swimming shorts, etc. are not permitted.

The Nepenthe Clubhouse Staff and/or the Nepenthe Patrol Service have the responsibility and the final authority to interpret and enforce pool, spa and pool area rules.

Staff and/or patrol are authorized to deny use of the facilities based on these criteria.

Nepenthe Association

General Pool Rules
Exhibit "A"

Pool Hours for Nepenthe Residents and Guests 7:00 am-10:00 pm daily

The following applies to all Nepenthe Pools, Spas and **Pool Deck** Areas enclosed by fencing:

- Pools, spas and pool areas are restricted to Nepenthe residents and their guests.
- **Children under 6 are not permitted in the spa. Children aged 6-12 should be accompanied by and closely supervised by an adult in the spa with the child.**
- **Pregnant women, people with health problems and people using alcohol, narcotics and other drugs that cause drowsiness should not use the spa without first consulting a doctor. Long exposure to hot temperatures can cause dehydration, dizziness and nausea.**
- Nepenthe residents must accompany their guests in and around the pool areas. Residents are limited to 4 guests per residence.
- **Quiet hours are in effect at each pool to minimize disturbing residents who live near the pools, and vary according to distances to residents. These are:**
 - o Clubhouse Pool, 7:00 pm to 10:00 pm
 - o Dunbarton Pool, All Hours
 - o Elmhurst Pool. 7:00 pm to 10:00 pm
- **Use Lap pool for swimming laps, since swimming laps in the smaller pools disrupts other pool activities.**
- **For guests who require swim pants or swim diapers, please use best practices which include checking the pants/diapers every 30-60 minutes and changing pants/diapers in the restrooms to allow for handwashing afterwards.**
- Food is permitted in plastic containers only and waste is to be disposed of in the provided trash receptacles. Food is only permitted on the pool deck and not the in the pool.
- Beverages are allowed in plastic containers only.
- Masks, goggles, swim fins, safety rings and small plastic inner tubes for infants are allowed. All other items, including lap boards, snorkels, bikes, toys, balls, and pool games **may be used only if agreed to by other pool occupants.**
- Pets are not allowed in the pools. **Pets may be allowed on pool decks only if agreed to by other pool occupants and kept on leash.**
- Running, rough housing and obnoxious behavior are prohibited.
- Acceptable swimming attire only – cutoffs, non-swimming shorts, etc. are not permitted.

The Nepenthe Clubhouse Staff and/or the Nepenthe Patrol Service have the responsibility and the final authority to interpret and enforce pool, spa and pool area rules.

Staff and/or patrol are authorized to deny use of the facilities based on these criteria.



Ryan DeShong
Agent
3400 Bradshaw Road, Suite C
Sacramento, CA 95827
Bus: 916-636-0115
Fax: 888-415-5803
License 0E44888
rdeshong@farmersagent.com

07/22/2016

Re: Nepenthe Association Property Inspection

This year, during the month of July, I conducted the annual, full property inspection of the Nepenthe Association. This inspection includes all structures, public and private streets, walkways, driveways, tennis courts, pools, spas, common areas, and greenbelts. Similar to my inspections in the past, I conducted some of this year's inspection at night to observe any lighting safety issues.

As expected again this year the overall appearance and maintenance conditions of the property and structures are excellent! The grounds are well kept and maintained, the driveways and walkways are all clear of debris and large hazards, and the overall appearance of the individual homes and clubhouses are excellent. No major or minor defects were observed in the accessible structural components of the buildings and no improvements to the structural components are considered necessary at this time. All of the recent concrete work looks great and will definitely help in minimizing risks!

The only items I had issue with this year were sidewalk / pathway trip hazards and a few miscellaneous items. I have included 16 items in this report that I feel should be looked at and addressed or discussed. This report should be reviewed along with the Concrete/Asphalt Report because there will more than likely be duplicate hazards/repairs on both reports. Please see my observations below for consideration regarding possible repairs, maintenance, and/or replacement of specific items.

Please let me know if there are any questions regarding this inspection report. Thank you!

Sincerely,

Ryan DeShong

Item 1. The walkway in front of 2320 American River Drive has a hose running across it.



Item 2. The walkway in front of 37 Adelphi Court has a hose running across it.



Item 3. The sidewalk on Swarthmore Drive behind the clubhouse pools is starting lifting up.



Item 4. Swarthmore Drive by the tennis courts. These posts are not locked down.



Item 5. The walkway in front of 606 Elmhurst Circle has a hose running across it.



Item 6. The transition on to the pathway is lifted up at 806 Elmhurst Circle but on the University sidewalk.



Item 7. The handrail in front of 820 Elmhurst is loose and needs to be fixed and/or replaced.



Item 8. The walkway in front of 1551 University has a hose running across it. I actually tripped slightly over this one even though I saw it first!



Item 9. The stairs in front of 1653 University need to be painted white and the walkway by the stump is lifting up.



Item 10. The stair at 720 Dunbarton Circle needs to be painted white.



Item 11. The possibility of a handrail up to 504 Dunbarton Circle has been brought up. I do not feel that this is necessary unless the homeowner insists.



Item 12. The Walkway up to the Dunbarton Cabana needs to be addressed.



Item 13. The 2330 Swarthmore Drive walkway has a hose running across it.



Item 14. The handrail is loose and needs to be fixed/replace at 2308 Swarthmore Drive.



Item 15. The walkway/spacer in front of 1359 Commons Drive is starting to lift up.



Item 16. The sidewalk on Commons at 1355 is lifting up.



POTENTIAL OPTIONS FOR UNIVERSITY AVE PROPERTY

Potential Options	Potential Benefits	Potential Costs	Other Issues
Retain in current state	Avoid all cost & potential litigation	No budget or amenity benefits	
Convert entire parcel to new common use	New amenities	Loss of tennis courts, possible litigation, conversion costs (moderate)	Garden plots, community garden/picnic area, storage units
Split parcel & sell area east of tennis courts	\$200,000 to \$250,000 potential gross income,	Loss of tennis courts, approx \$33,000 fee to city and addition fees (real estate commissions, capital gains tax, legal fees), possible litigation	No control of future use
Sell entire parcel	\$600,000 potential gross income	Loss of tennis courts, real estate commissions, capital gains tax, legal fees, possible litigation	No control of future use
Develop residential units in conjunction with developer for incorporation into Nepenthe	\$600,000 potential gross income	Loss of tennis courts, possible litigation, management of joint development, legal fees	

Nepenthe Association

Architectural Review Committee Guidelines & Application



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Purpose

Certain alterations (termed an improvement or modification) to the exterior of a house or unit in the Nepenthe Association require an application to and approval by the Association. This process and the role of the Architectural Committee are governed by Article VI (architectural control) in the CC&Rs of Nepenthe Homeowners Association adopted in 2002.

Article VI Section 6.06 in the CC&Rs call for “Improvements that [are] in harmony with the external design of other structures and/or landscaping.” Furthermore, it states that “proposed improvement(s) ... will ... be consistent with the architectural and aesthetic standards prevailing within” the Nepenthe Community. While the CC&Rs direct the Architectural Review Committee to consider the quality or workmanship and materials proposed, it also mandates that consideration of the harmony of the proposed improvements within existing structures.

In recent years, the ARC has sought to strike a balance between adhering to the original design and maintaining a harmonious aesthetic and recognizing that since our homes were constructed in the 1970s, building materials have changes and new building products are now available. The ARC encourages homeowners to bring forward new and efficient products such as energy efficient heating and cooling systems, double-glazed windows and doors, and different wood-like products for trellis.

The ARC is committed to recommending such new products or methodologies to the Homeowner Board for approval.

This booklet outlines the current standards for improvements within Nepenthe. This will be maintained in the office and online at www.nepenthehoa.com

The application forms are found at the end of the document. If you have any questions on the submission or approval process, please contact the office.

Note: In addition to these Nepenthe criteria, all homeowners must comply with applicable City and County requirements for building permits.

The Process

If you wish to make any exterior changes to your unit that are visible to the community or interior changes that impact the roof, you must receive approval from the Architectural Review Committee (ARC) and the Board of Directors.

Procedure:

If you are going to follow the criteria exactly:

1. Review the criteria for the improvement you are requesting.
2. Complete the application form and attach any necessary information.
3. Submit the application form to the Nepenthe Office.

If you want to do something outside the current criteria or if your improvement is not address in the criteria:

1. Review the criteria for the improvement you are requesting.
2. Submit detailed information with the application form
3. Attend an ARC meeting to present your plans.

Approval:

1. For certain basic changes (such as a replacement garage door according to criteria), the office may be able to approve your application.
2. ARC may approve your project.
3. ARC approvals must be approved by the Board of Directors.

The Board of Directors has allowed certain improvements to begin based on the ARC approval prior to the formal board consent. The Nepenthe Office is aware of these exceptions.

4. You may not begin work until you receive approval in writing from the Nepenthe office.

Denial:

Should the ARC deny your application, you may request a direct review of your application by the Board of Directors. Contact the Nepenthe office to request a board review.

If the homeowner disregards the ARC directions without board approval, the board may levy a Special Individual Assessment against the owner and require the work to be corrected.

After Completion:

After you have completed the approved work, you must notify the Nepenthe office. In certain cases, you must have a completion inspection. These cases are identified on the application form.

Time Frame:

Article VI of the Nepenthe HOA CC&Rs describes in detail the procedures and timeframes for architectural improvements or modifications requested by the owner. In general, once a complete application has been filed with the ARC, the ARC should make a recommendation of approval or denial that should be included on the next Board meeting agenda.

When an approval has been granted, the owner has one year in which to start the improvement or mediation. The work should be completed within one year from when work commenced.

The Architectural Criteria

1. Air Conditioner & Heating Pump

New air conditioner compressor unit or new heat pump compressor unit shall be located in the same area as the existing compressor unit which it is replacing. All refrigerant piping and electrical conduit shall be reused or replaced by new lines Concealed in the same manner as the existing lines were concealed. No refrigerant piping and electrical conduit shall be exposed. New blowers and evaporative coils shall be concealed within the residence in the same manner as the existing blower. "Through-the-roof vents and caps" shall be painted to match the roof or other vents.

Note: Subject to Committee and Board approval, the fence area surrounding the new air conditioner compressor or new heat pump compressor unit may be enlarged to allow for adequate ventilation. Homeowner shall submit manufacturer's specifications if requesting fence relocation with a sketch showing the relocated fence.

A copy of the final approved building permit, if required, shall be submitted upon completion of the work.

2. Attic Fans

Currently under review: *Specifications include, but must not exceed the following: Blade diameter, 18 inches. Dome height, 9 inches. Dome width, 26 inches. Motor, 1200 RPM. See Solar fans.*

3. Burglar Alarm

Alarm boxes shall be placed in an unobtrusive location within the homeowners fenced patio area. *Exceptions to this rule will be allowed only in cases where it can be demonstrated that placement of the box in the general location stated above will significantly impeded the operation of the alarm system.*

Because of the variation in the house and patio layouts, location of the alarm box shall be approved on a case by case basis by the committee.

Alarm boxes shall be painted the same color as the house or garage on which they are placed, at homeowner's expense. *Exceptions this rule will be considered only in cases where the alarm box cannot be seen from the common area or from a neighbor's window or patio.*

Small decals or signs, size not to exceed 3" x 8" indicating that the home is protected by an alarm system, may be placed on the lower corner of the first-floor windows or location approved by the Association.

4. Chimney Caps

Cap specifications for masonry chimneys will conform to the exterior shape of the chimney, normally a square or rectangular cap.

Caps should be a dark brown or black matte finish.

Chimneys with a wooden chase require a round cap for the round flue. The round cap and the chase must be painted the color of the structure.

5. Exterior Security Lighting

Security light fixtures must be a bullet-style with one or two bulbs that is adjustable so the light can be directed, with a shield over the bulbs.

The fixture should be bronze or an unobtrusive color tone that is compatible with the color of the dwelling.

The homeowner must specify the make and model of the fixture and submit a drawing, picture or photocopy of its appearance. All wiring and/or conduit must be concealed within the structure.

Security light fixtures must be placed inside the fence line. No fixtures shall be located on the front of the garage or outside the fence line.

The height of the fixture shall be no more than 6 inches above or 6 inches below the plat line. The angle of the light shall be adjusted to avoid shining on to other properties, alleys, streets, or into the eyes of motorists or pedestrians.

Patio light fixtures that are mounted below the fence line so they are not visible from outside. The unit patio may be installed by homeowners without prior committee approval provided the light does not have a negative impact on the common area or neighboring units.

6. Exterior Window-Sun Screens

No bamboo, awnings or material including any film-like material other than the following shall be allowed to shade windows from the outside:

Frame: One inch wide .025 Northstar frame for each window pane. Inner braces are only permitted on first floor windows inside fenced-in patio areas.

Frame Finish: Blomberg black walnut (not bronze). Material: Pifer residential (not commercial) screening material 20/20 per square inch, (blocks sun 65%).

Color: Charcoal only.

Mounting Hardware: Metal, black walnut finish or should be painted to match frame and be attached as flush as possible to the window surface.

Placement: All windows must be covered on any exposure where a sun screen is placed, except windows and sliding glass doors inside fenced patio areas.

Advertising: No advertising markings of any kind are allowed on the sun screens. The Associations does not certify the effectiveness of the material. Its only responsibility is to approve the outside visual acceptability of the material.

7. Exterior Window-Security including bars

Requires specific justification which must include complete design information.

8. Floral /Overhead Trellis

PAINT COLOR: All Trellis may be painted either the color of the house or Cocoa Brown.

Cost of Installation, Maintenance, Repairs and Replacement: All costs of acquisition, installation, maintenance, repair or replacement of roofing or other building components shall be borne by the owner when incurred. This includes removal and re-installation necessitated by Association repairs such as repair of siding, fences and painting.

Installation Criteria: No beams or trusses are to be removed or cut. Installer may not remove or alter existing venting systems. Visible parts of housing unit must be made of metal or another material to which paint will properly adhere without peeling or cracking. Paint must be the same color as other roof installations on the residence. No deviations from the Committee and Board approval are allowed. Proposed changes to the Nepenthe approval, including those which are suggested by the contractor shall be resubmitted for approval prior to any further work.

8.1. **Floral Trellis.** A floral trellis that supports a shrub may be visible if placed near the wall of the garage, but shall be removable and not permanently attached to allow for siding removal and painting of the structure. **Note:** *Committee and Board approval are not required.*

8.2. **Overhead Trellis:** The trellis shall be constructed of wood only and be smooth or rough grade. Redwood or cedar is recommended. The posts shall be 4 x 4 or 6 x 6 and approximately 8-1/2 feet in height after installation. Posts shall be set on a metal post base and set in a concrete pier. Pressure treated posts are recommended. Wood of the post shall be two inches or more above the dirt grade. There shall be a 2" x 6" ledger placed 6" above the trim of the sliding glass door and maintained with caulk across the top. The trellis shall not be covered with any plastic, bamboo, canvas, etc. However, 2" x 2" rails spaced every 3-1/2" may be placed perpendicular to the cross beams.

A building permit shall be secured, if required. The homeowner shall contact the building department and include the response in the request.

8.3. **Large Trellis:** (See Exhibit A) There shall be two support beams, 4" x 6" or one support beam, 4" x 8". The support beam shall be parallel to the dwelling. The support beams shall be bolted to the outside of the posts with the bottom approximately 18" from the top of the post allowing about 6" of post to be visible once cross beams are placed on top. All cross beams, 4" x 6" shall be placed above the support beams and shall be perpendicular to the sliding door and attached to the ledger by metal brackets. Cross beams shall not be attached by an S wire and shall not be attached below the support beams. Cross beam ends shall extend approximately 15" beyond the support beam and be equidistant from each other with approximately 20" centers.

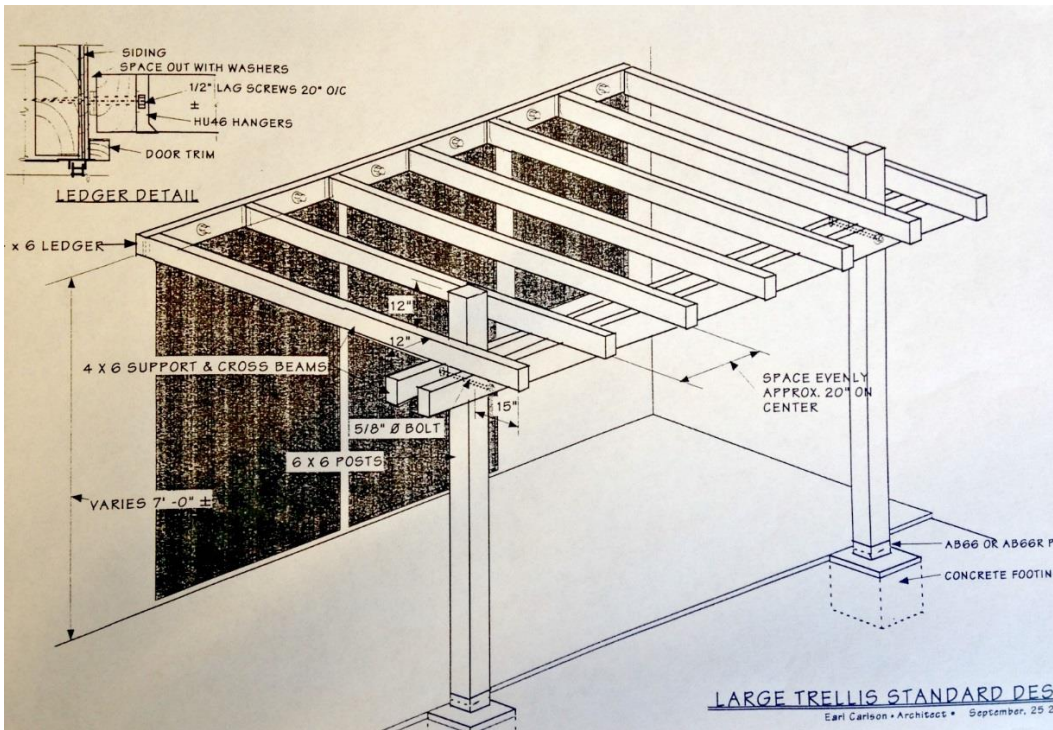


Exhibit A

8.4. **Small Trellis:** (See Exhibit B) There shall be four support beams, 4" x 6". There shall be one support beam bolted to each side of each post. Support beams shall be perpendicular to the dwelling. These four support beams shall attach to the ledger above the sliding door by metal brackets. The bottom of the support beam shall be approximately 18" from the top of the post allowing about 6" of post to be visible once cross beams are placed on top. All cross beams; 4" x 6" shall be placed above the support beams and shall be parallel to the dwelling. Cross beams shall not be attached by an S wire and shall not be attached below the support beams. Cross beam ends shall extend approximately 10" beyond the support beam.

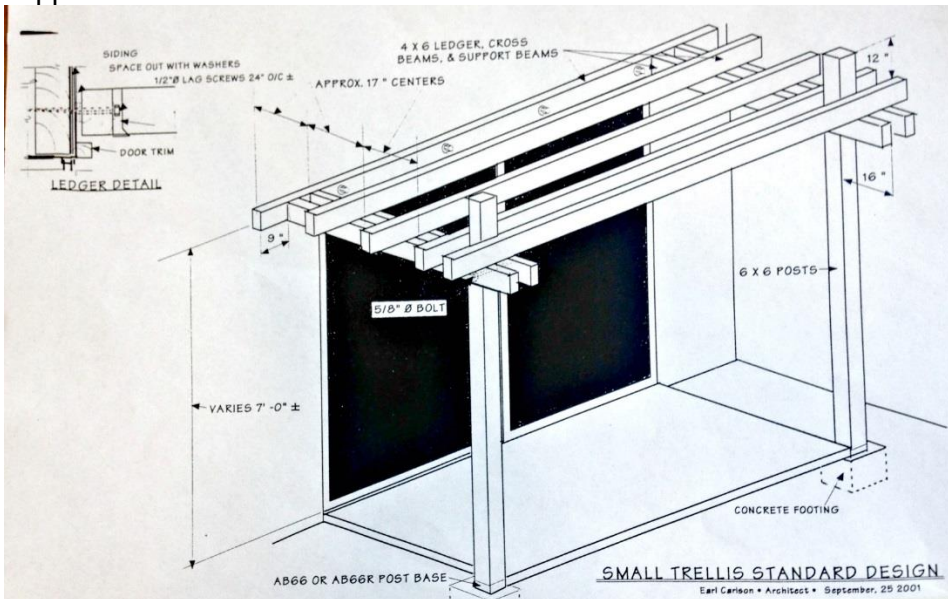


Exhibit B

8.5. **Pre Manufactured Aluminum Trellis:** An Aluminum Trellis will be considered by the committee and the board provided they conform closely to the above specifications noted in sections 8.4, 8.5, and 8.6 for dimensions and configuration. Manufacturer's cut sheets and a color chart must be provided for committee consideration.

9. Front Door

The two standard doors are either a six panel colonial or flush, no windows. More information is available at the office.

Painting may be done by the homeowner or by the Association for a fee. Only the approved colors may be used. Information is available in the office. If painted by the owner, the door must be inspected by the Association for quality and the owner may be asked to have the door repainted by a professional at the owner's expense.

For a Front Door in a fenced patio area, use the criteria for Patio Doors.

10. Front Screen Door

See list of approved screen doors available at Home Depot in separate flyer available at the office.

Heavy-duty mesh in a diamond pattern with deadbolt and thumb turn cylinders not doubled keyed; bronze finish. *(See Exhibit A. These doors are no longer being manufactured, but may be available on the secondary market.)*

For a Front Door in a fenced patio area, use the criteria for Patio Doors.

11. Garage Door-Passage New

The new door must be in the prevailing style.

12. Garage Door-Passage Replacement

Replacement door must be same style as original door (flush, no windows).

13. Garage Door-Vehicle Sectional Roll-Up

Constructed with four individual horizontal sections and shall have exterior surface of hot-dipped galvanized steel with wooden grained texture; flush style with no raised panels, no windows and no grooves between sections. Available from several vendors.

Painting must be done by the Association. A check covering the cost of painting must be submitted with the application. Subsequent painting will be done during the normal paint cycle.

All other maintenance of the door shall be the owner's responsibility. Panels and wooden trim must be kept in good condition, and the door kept closed except when entering and exiting.

When closed, the four sectional panels must all be in the same vertical plane.

14. Gas Line & Meter

Gas line is to enter residence no less than 12" or more than 18" above ground line. Flues for gas appliances must meet City codes as approved by City inspectors and be in roof area originally designed for vents.

If City code will not permit above, flues will be allowed on other roof areas. Meter is to be painted the same color as the house, and flashing and flues to be painted the same color as existing roof vents.

Any roof penetrations after roof replacement may void a new roof warranty and shall be the responsibility of the homeowner.

15. Gutters and Downspouts

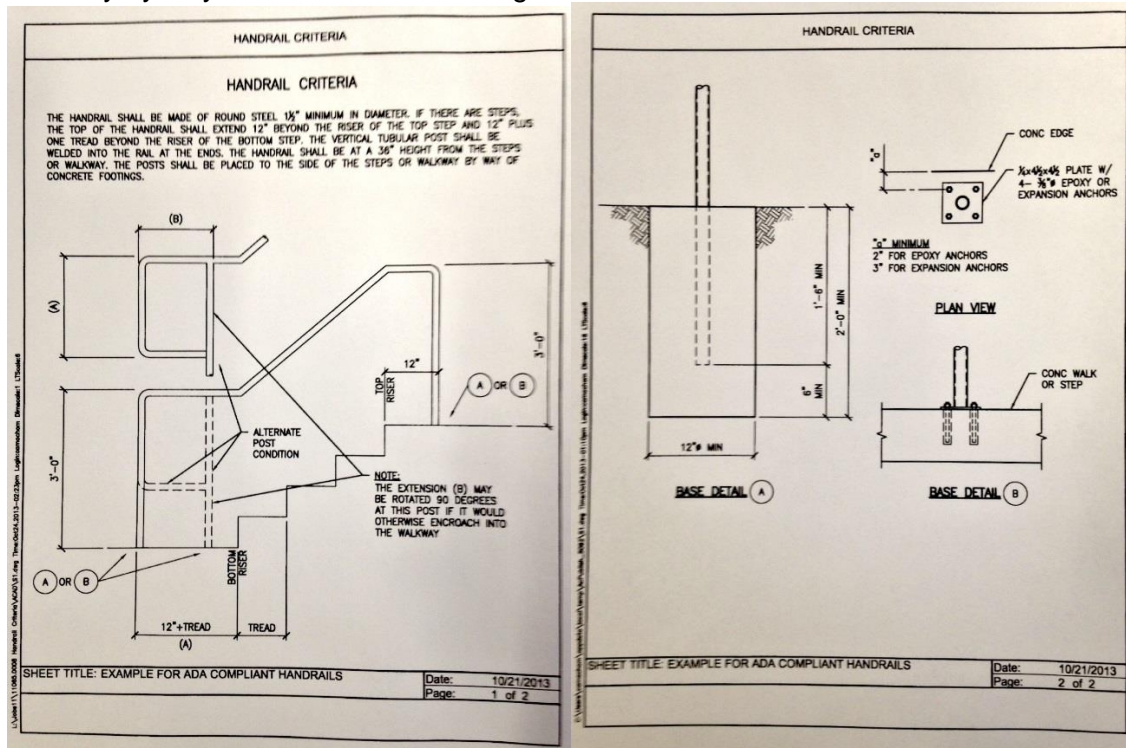
Gutters must be of the same galvanized, rectangular type and color as currently installed on surrounding Nepenthe units. Older installations have 5-1/2 inch deep gutters and newer Association installations in conjunction with re-roofing measure 7-1/2 inches. Rainwater discharge shall not adversely affect any neighboring property or common grounds.

No other style is acceptable.

16. Handrails

The handrail shall be made of round steel 1-1/2 inches. If there are steps, the top of the handrail shall extend 12 inches beyond the riser of the top step and 12 inches plus one tread beyond the riser of the bottom step.

The vertical tubular post shall be welded into the rail at the ends. The handrail shall be at a 36" height from the steps or walkway. The posts shall be placed to the side of the steps or walkway by way of new concrete footings.



17. Mail Box & Insert

Curbside mailbox, with or without locking mechanism must be compatible with other mailboxes in the community in size, color and installation.

18. Mail Slot Replacement

The US Postal Service will not deliver mail into any mail drops where the rural type boxes are now being used.

Exterior mail drops may be installed on either side of the garage door and must be metal, black matte finish. The design must conform to those manufactured by MACKANDBURG-DUNCAN (called "M-D Drops") and may be 10: or 13" wide. The outside bottom of the drop must measure 39" from the bottom edge of the siding of that panel and centered between the vertical frames. If studs must be cut to install the mail drop, the opening should be reframed to maintain structural integrity.

No trim is to be altered or removed in order to accommodate the mail drop.

19. Patio Pool

All pumps and other noise-producing equipment must be located inside the garage on the side opposite the closest neighboring house.

Pool equipment must be situated so that it does not prohibit the parking of two vehicles in the garage.

Pool and equipment, along with electrical wiring and conduit, must not be visible from the street or common area.

All of the common area that is affected by this construction will be restored to its original condition, including plants and fence. **Note:** Builder must keep area neat and clean during construction. No debris can be washed down drains.

20. Private Patio Door

Same as windows description, except wider frames similar to original Blomberg sliding doors are to be used. Swing opening doors are permitted. Divided window panes are acceptable where not prominently visible from adjacent areas. Replacement screens should be similar to the original.

21. Security Cameras

Criteria are under development. Check with the office.

22. Shed or Outbuilding

The height of the shed is not to exceed the height of the patio yard fence. The structure shall not be attached to any wall, in order to provide access for siding replacement/repair or painting.

23. Skylights (see Solar tubes)

Frames shall be the same color brown or dark brown. Only flat, rectangular skylights are permitted.

Highest point of the skylight from the roof surface shall be no greater than 12 inches.

Panes shall be safety glazing and translucent or tinted gray or bronze. No reflective glazing or any other color will be allowed.

Any roof penetrations after roof replacement may void a new roof warranty and shall be the responsibility of the homeowner.

24. Solar Energy Roof Panels

Guidelines are in keeping with current SMUD criteria, and the panels must be installed by a registered contractor as determined by the California Solar Energy Industries Association and the California Energy Commission.

Please meet with the ARC before developing plans.

Solar collectors must be of dull black, non-reflective material, including all piping, brackets, fittings, clamps, etc. The piping into the roof shall be immediately adjacent to the manifold. The owner is to maintain the installation in a uniform black appearance. Specific justification for an area greater than 120 square feet shall be provided. A photo or drawing showing the roof panel size and proposed location must be submitted.

It shall be the responsibility of the homeowner to remove all Solar Collectors prior to re-roofing of the dwelling and it will be the homeowner's responsibility to reinstall the collectors after completion of the roof. Any roof penetrations after roof replacement may void a new roof warranty and shall be the responsibility of the homeowner.

25. Solar tubes (see Skylights)

Solar tubes must be no larger than the 12 inch diameter size and may not contain a fan or a light. (see attic fans)

If more than one solar tube is to be installed on a single roof elevation, whenever possible they shall be installed the same distance from either the roof ridge or the bottom edge of the roof.

The brand Solatubes has been previously approved by the ARC.

Any roof penetrations after roof replacement may void a new roof warranty and shall be the responsibility of the homeowner.

26. Window Frame

To increase the likelihood of approval by the committee and the Board, Nepenthe recommends the owners discuss window options with a member of the Architectural Review Committee prior to submitting an application.

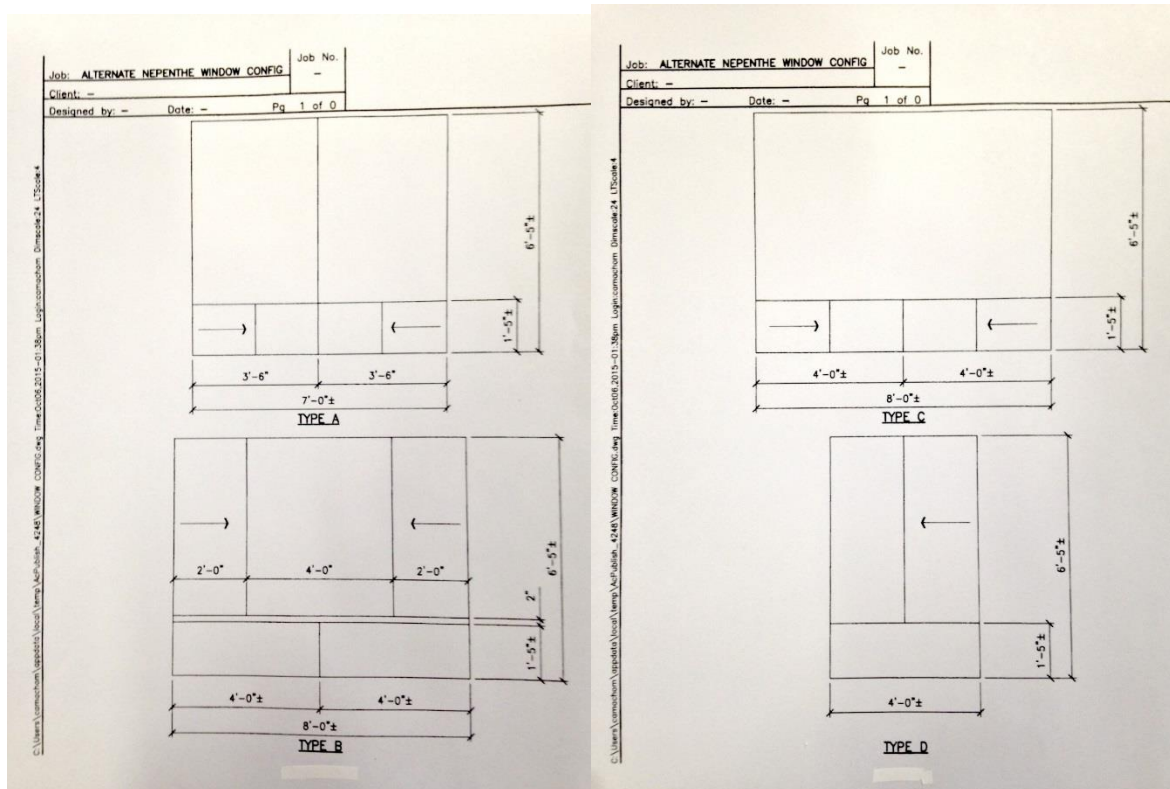
The **outside appearance** must be similar to the original Blomberg frame in size, shape and appearance. The exposed, visible portion of the replacement window frame must be of essentially the same dimension ("width") as the original window's dimension, and the exterior wood trim must be replaced with trim pieces of the same dimensions and in the original location adjacent to the frame.

The window frame's **exterior color** shall be a dark brown close to the original color of the original Blomberg windows' color: Blomberg's shade is called "Dark Walnut" while other manufacturers term it "Bronze" or "Dark Bronze."

Configuration: All window frames on any one elevation of a unit must be of the same style and appearance, as of a single manufacturer's product. Vertical frame divisions may be replaced in the same configuration as the original windows. If homeowners wish to change

the vertical frame divisions from the existing configuration, they may choose one of the following [See diagram]:

- 26.1. For windows with an overall width of 7' (84 inches) and greater, the **vertical frame** divisions may be configured at quarter/half/quarter.
- 26.2. For windows with an overall width of up to 6' (72 inches), the **vertical frame** divisions are to be configured at half/half.
- 26.3. Alternatively, no vertical division (i.e., operable panes) may be required at all, except where it is required by building code that windows have an operable sash for emergency exit.
- 26.4. If the windows on the upper and lower floors are a “matched set” with one above the other, the replacement windows must also **match in style and configuration**.



27. Window Glass

- 27.1. **Clear or low-e.** Other than low-e, no coating, film, or tinting may be applied to any window surface.
- 27.2. **Replacement Window.** See frame and glass criteria above.
- 27.3. **New Window (creating a window where none existed before):** The proposed window must be rectangular, compatible with the exterior design of the unit, and match in detail, color and trim, the existing windows. The frame and glass must comply with the criteria above. It must not intrude on the outlook or privacy of other units. It must not significantly alter the appearance of the unit as viewed from the street or other common area, or above the fence line. A detailed plan and elevation showing location and window dimensions must be submitted. Examples of previously approved stairway windows are available.
- 27.4. **Kitchen or Garden Window.** In addition to the above, the style and design shall be similar to Bloomberg Series HP 680 Greenhouse Window.

28. Wiring & Pipe Installations – Exterior or Exposed

Note: Committee and Board approval are not required. However, it is the homeowner responsibility to see that contractors for telephone, cable, television, etc., follow these criteria.

All wiring and equipment must be concealed or placed in such a manner as to have minimal visibility where concealment is not possible. Wiring cannot be stretched across a roof.

Where possible, wires, pipes or conduit installations shall be placed next to trim or inserted into the grooves of the siding. These installations shall be painted the exact color of the house.

All such installations shall be securely attached to the building without sags or loosely hanging portions and are to be maintained for its duration. These criteria include, but are not limited to cable, electric, gas, television, radio, telephone, electronic communication wires, fiber optics, etc.

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 _____	SIGNATURE _____
ADDRESS _____	DATE _____
PHONE: _____	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, distance from fencing, size, design, color and materials. Location of drains must be included on drawings. Please fold plans to 8 1/2" x 11".

PROJECTS BEING SUBMITTED: Please review Nepenthe Architectural Criteria.

DOORS

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

POOL

- Patio Pool & Equipment

PATIO STRUCTURES

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

ROOF

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

UTILITIES

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

WINDOWS

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

SMALL EXTERIOR INSTALLATION

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

OTHER Please describe in detail

**automatic approval from office if following Nepenthe criteria*

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

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

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

Approved
 Approved With Conditions
 Disapproved as Submitted
 ARC Chair _____ Date _____

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

COMMENTS:

Final Inspection Required: Yes No

NEPENTHE IMPACTED NEIGHBOR STATEMENT *if required.*

The attached plans were made available to the following neighbors for review:

Impacted Neighbor	Impacted Neighbor
Name	Name
Address	Address
Signature _____	Signature _____
Date _____	Date _____

Common Area or Back Yard - Rear of Home

Adjacent Neighbor		Adjacent Neighbor
Name	Name	Name
Address	Address	Address
Signature _____	Name _____ Address _____	Signature _____
Date _____		Date _____

Your Street - Front of Home

Facing Neighbor	Facing Neighbor	Facing Neighbor
Name	Name	Name
Address	Address	Address
Signature _____	Signature _____	Signature _____
Date _____	Date _____	Date _____

My neighbors have seen the plans I am submitting for the Committee review (see above verification). I as the Owner certify that I have requested that my neighbors sign this statement confirming notification. I understand neighbor's objections do not in themselves cause denial of the plans.

SUBMITTED BY:

Name: _____

Date: _____

Address: _____

NEPENTHE

NOTICE OF COMPLETION

Homeowner: Submit this completed form to the Nepenthe Office within 2 weeks of completing the changes you have requested. Your application is not final until the office receives this form and the work has been approved.

Name	
Address	
City	
Phone	

The work for this property that was submitted to the Architectural Committee (ARC) and approved by the board was completed on: _____.

We followed the work plan submitted and any restrictions or changes indicated by the ARC or Board of Directors of Nepenthe Homeowners Association.

PICTURES OF THE COMPLETED IMPROVEMENT ARE ENCLOSED

Signature of Owner: _____

Date: _____



July 17, 2016

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

On July 12, 2016, I inspected several trees on the Nepenthe property during the monthly tree walk. The focus of the walk was to inspect the new plantings and to address resident/management concerns regarding mature trees on the property. The purpose of this report is to develop mitigation plans for the following trees and my recommendations are below.

- All nursery stock should be inspected prior to instillation. Poorly tapered trees, root bound trees or trees damaged by container or nursery should be avoided.
- New plantings shall have stakes removed within the first year. Proper staking of the tree will allow the tree to develop trunk taper and encourage root system development (Figure 1)
- New plantings by year two should require structural pruning to establish central leaders and proper branching (Figure 2)
- New planting sites should consider site conditions prior to selecting tree type

The following recommendations will address mature numbered trees on the Nepenthe property.

- Tree # 79 Coast Redwood (*Sequoia sempervirens*) next to 1115 Commons. The tree has some water stress, recommend Deep Root Water treatment. Lower canopy heavy with some dead limbs (Figure 3). Minor pruning recommended.
- Tree #102 Tulip Tree (*Liriodendron tulipifera*) behind 33 Adelphi. Tree is showing signs of decline. Tree has sparse canopy with die back in the upper canopy (Figure 4). Tree has epicormic sprouting on the main stem this is a sign of the trees stress. Water stress, possible site/ soil conditions, age of tree, are all possible reasons tree is in decline. Due to the location of the tree and the trees condition removal is recommended.
- Tree #267 deodor cedar (*Cedrus deodara*) Tree in good health.
- Tree #285 Japanese maple (*Acer palmatum*). Tree has thin canopy and the leaf have “burned” edges (Figure 5). This is caused by lack of nutrients in the soil as well as water stress or possible Boron in the water. Recommend Deep Root Watering now and a feeding in the fall and spring.
- Tree#371 Sweet Gum (*Liquidambar styraciflua*) Tree has a large bulge from an inclusion at ~ 10’ from base at attachment of codominant stems (Figure 6). Inclusions are naturally weak attachment’s and can lead to failure of one or more stems. The bulge is caused by the tree formation of reaction wood from the stress on the attachment point from natural forces (wind, gravity, weight). Due to the area the tree is planted it is unlikely this tree would fail onto buildings

- (Figure 7). However the tree is large enough for one of the stems to land in the street if a failure occurs at the attachment point. Recommendations are to:
- (A) Remove the tree or (B) Retain tree, prune for weight reduction and crown reduction pruning (reducing one or both stems ¼ of current height.)
- Tree #395 Japanese maple (*Acer palmatum*). Tree requires pruning of dead wood only.
- Tree #411, 2265 Swathmore purple-leaf plum (*Prunus cerasifera* ‘Atropurpurea’) Tree has reached age. Removal recommended.
- 1336 Vanderbilt, trees not numbered (Figure 8), plum trees cause mess when fruiting. Recommend Fruit Reduction Spray in February, March & April.
- Tree# 482 Coast Redwood (*Sequoia sempervirens*). Tree is in poor health. Overall decline to far along to provide corrective action. Removal recommended.
- Tree #544 Pistache (*Pistacia chinensis*) Tree has overall good health. Heavy canopy should be trimmed to avoid limb failure (Figure 9).
- Tree#545 Dogwood (*Cornus florida*) Tree is overexposed to sunlight. Recommend transplanting to an area with partial shade.
- Tree #756 Locust (*Robinia pseudoacacia*). Tree is dwarfed by redwoods and is competing for light. Tree placement did not provide the tree to achieve a natural shape. Recommend removal due to poor structure.
- Tree # 889 Birch (*Betula pendula*) Tree has not developed good trunk taper due to structural issues tree should be considered for removal.
- Tree# 990-991 Birch (*Betula pendula*) Trees showing signs of decline, dye back in crown, signs of internal decay with the presence of fungal fruiting bodies. Evidence of beetle infestation. Recommend trees to be removed (Figure 10).
- Tree #1521 -1566 Unknown, Trees are dead removal recommended.



Figure 1



Figure 2



Figure 3



Figure 4



Figure 5



Figure 6



Figure 7



Figure 8



Figure 9



Figure 10



Figure 11



Figure 12

*This report is based on a basic visual inspection of the trees listed above. It is recommended that a more detailed evaluation of the trees be on a case by case basis at the request of Nepenthe association.

Sincerely,

Paul Dubois
The Grove Total Tree Care
ISA Certified Arborist WE-9034AU
Qualified Tree Risk Assessor



July 28, 2016



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

**Re: Tree Work Contract
 July Arborist Report**

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
102 Tulip tree on Howe Ave. berm	1	Remove & Stump Grind	Howe Ave. berm	\$3100.00
TOTAL CONTRACT PRICE				\$3100.00

Tree Species	Qty	Service Description	Location	Cost
756 Locust at 811 Dunbarton Circle	1	Remove & Stump Grind	811 Dunbarton Circle	\$840.00
TOTAL CONTRACT PRICE				\$840.00

Tree Species	Qty	Service Description	Location	Cost
411 Plum near 2265 Swarthmore	1	Remove & Stump Grind	2265 Swarthmore	\$470.00
TOTAL CONTRACT PRICE				\$470.00

Tree Species	Qty	Service Description	Location	Cost
899 Birch near 1333 Commons	1	Remove & Stump Grind	1333 Commons	\$840.00
TOTAL CONTRACT PRICE				\$840.00



Tree Species	Qty	Service Description	Location	Cost
1990 & 1991 Birches at 1025 Vanderbilt	1	Remove & Stump Grind	1025 Vanderbilt	\$1350.00
TOTAL CONTRACT PRICE				\$1350.00

Tree Species	Qty	Service Description	Location	Cost
1521 Birch at 1113 Vanderbilt	1	Remove & Stump Grind	1113 Vanderbilt	\$840.00
TOTAL CONTRACT PRICE				\$840.00

Tree Species	Qty	Service Description	Location	Cost
1566 Locust at 1161 Vanderbilt	1	Remove & Stump Grind	1161 Vanderbilt	\$840.00
TOTAL CONTRACT PRICE				\$840.00

Tree Species	Qty	Service Description	Location	Cost
Liquidambar 371	1	Crown reduction to subdue co- dominate stem. Weight reduction pruning	2310 American River Drive	\$2720.00
TOTAL CONTRACT PRICE				\$2720.00



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. 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

Client:

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

By: Paul Dubois (C. Strohbusch)
Name: Paul Dubois
Title: ISA Arborist/ Account Manager WE 9034-AU
Date: July 28, 2016

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



Addendum 1

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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.

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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: _____



Hello Pam,

My name is Diane Price @ 1212 Vanderbilt Way. There is a birch tree next to my fence that I have requested to have removed due to its condition and age and the fact it drops stuff year round in our yards. The arborist is recommending removal. I have conferred with my neighbor, Ione @ 19191 Vanderbilt Way, and we agreed to its removal. This tree only affects our two properties. I am not able to attend either upcoming meeting on July 21 or August 3, as I will be out of town. I would be available to meet you next week anytime to look at the tree between, July 13-18th.

Please let me know if you would be available.

If you are in agreement to having the tree removed, us meeting would not be necessary.

Please let me know.

Diane Price
1212 Vanderbilt Way
916 393 9000



June 27, 2016,

Bettsi McComb
1129 Commons Dr.
Sacramento, CA 95825
Phone: (916) 929-8380

On June 20, 2016, I inspected a European White Birch (*Betula pendula*) Tree #606, in front of 1212 Vanderbilt Dr. My findings are as follows:

- Tree #606 has a full crown with no signs of dieback or indicators of pest infestation (Figure 1)
- Tree #606 has included bark at main stem and scaffold branch attachments (Figure 2)
- Tree #606 has two large open cavities on scaffold limbs with signs of internal decay, however the tree has vigorous wound wood (Figure 3)

My Recommendations for Tree #606 is to prune to reduce weight from canopy to reduce likelihood of stem failure from over loading weak points on scaffold limbs and included attachment, retain and monitor tree. Or remove tree due to included stems with probable internal decay.

Sincerely,

Paul Dubois
The Grove Total Tree Care
ISA Certified Arborist WE-9034AU
Qualified Tree Risk Assessor

9530 Elder Creek Road, Sacramento CA 95829
OFFICE: 916-231-8733 FAX: 916-856-5410

CONTRACTOR'S LICENSE: 470283

A DIVISION OF CARSON LANDSCAPE INDUSTRIES



Figure 1



Figure 2



Figure 3

9530 Elder Creek Road, Sacramento CA 95829
OFFICE: 916-231-8733 FAX: 916-856-5410

CONTRACTOR'S LICENSE: 470283
INDUSTRIES

A DIVISION OF CARSON LANDSCAPE

July 29, 2016



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
Birch	1	Remove & Stump Grind	1212 Vanderbilt	\$1,800.00
TOTAL CONTRACT PRICE				\$1,800.00

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. 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

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Phone: (916) 929-8380
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By: Paul Dubois (C. Strohmusch)
Name: Paul Dubois
Title: ISA Arborist/ Account Manager WE
Date: July 29, 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.

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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: _____



To: Nepenthe Board of Directors

Date: July 14, 2016

From: Doris Beard 

Subject: Tree removal &
Landscaping

Several months ago I asked to have the liquid amber trees in front of my house removed for safety reasons. On the evening of July 3 I arrived home after being away almost a month to find a large limb from one of those trees had fallen into my patio and was leaning against the fence. Fortunately, I had not been in the patio picking up those spike balls (which I must do daily) when the limb fell or I might have still be lying there dead. I am continually afraid that a limb will fall on the roof of my house. I was told in the office that a priority was being established for tree removal, but I've heard nothing officially.

The association seems to have money to trim those trees annually, buy new furniture for the pools and artwork for the clubhouse and other things that benefit a minority of residents but not for the removal of dangerous trees. Why is that? I believe safety of residents and guests should be high priority.

I have lived in Nepenthe for 40 years. The landscaping in my area seems to get much less attention than it does in other areas. I had to write multiple letters years ago before the area on the west side of my house was made into something other than a dirt bed that the grounds persons blew all over my windows. Nothing has ever been done for the corner lawn area on the east side of my house that has been an eyesore for 40 years while I see that other areas are being rehabilitated with new sod or other attractive landscaping. Why is that? Currently, there is a dying shrub there that has not been attended to by the grounds people. Wednesday is generally the day they are in my area, but I did not see any of them yesterday, and nothing was done about that shrub.

Please let me know what is being done to remedy the problems I have mentioned. My phone number is 916-922-2286. I live at 1106 Vanderbilt Way.

Thank you.

Copy of request sent in March,

To: Nepenthe Board of Directors

Date: March 15, 2016

From: Doris Beard
1106 Vanderbilt Way

Re: Removal of liquid
amber trees

I am requesting that the two liquid amber trees in front of my house be removed as soon as possible, but at least before they begin to lose leaves in the fall.

The spike balls from those trees are very dangerous and are a nuisance. Most of them fall into my patio year round, so that I am continually picking them up to prevent trees from growing all over the patio. Since the grounds workers do not come to my area daily, I have to sweep the side walk and the walkway to my front door also daily to try to prevent someone from falling on the balls. When the leaves fall, they all seem to come into my patio. It is a big chore for an old lady like me to have to rake tons of leaves every day just to be able to get from my back door to the garage.

But an even more serious problem is the tree roots that have invaded my patio. The roots lifted the pad on which the compressor of my heat pump sat causing it to sit at an angle. That put the motor off center, ruining the compressor so that I had to have a new system installed about a year and a half ago.

I will appreciate your prompt attention to this matter.



July 28, 2016

Bettsi McComb
1467 University Ave.
Sacramento, CA 95825
Phone: (916) 929-8380

On July 28, 2016, I visually inspected two Sweet Gum (*Liquidambar styraciflua*) tree's #364 & #365 in the front of property 1106 Vanderbilt Way. My findings are as follows:

- Tree #364 has a vast shallow root flair that has caused some damage to the concrete and structure (Figure 1). Most likely roots have been cut around sidewalk. Root flair caused by shallow rooting and potential root loss to compensate for the load caused by wind sway.
- Tree #364 has an over weighted crown recommend weight reduction pruning to avoid limb failure (Figure 2)
- Tree #365 has a vast shallow root flair that has caused some damage to the concrete (Figure 3)
- Tree #365 has an over weighted crown recommend weight reduction pruning to avoid limb failure.
- Tree #365 has a large bulge caused from included bark by co-dominate stems (Figure 4)

My recommendations for these trees are,

- A) Weight reduction pruning to avoid limb failure (Both), Canopy reduction on tree #365 to avoid stem failure caused by inclusion. Retain and monitor.
- B) Due to the invasive and expanding root system Trees to be removed to avoid damage to the sidewalk and structures

Sincerely,

Paul Dubois
The Grove Total Tree Care
ISA Certified Arborist WE-9034AU
Qualified Tree Risk Assessor



Figure 1



Figure 2



Figure 3



Figure 4

July 28, 2016



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

**Re: Tree Work Contract
Vanderbilt Way- 1106**

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
Liquidambar	2	Remove & Stump Grind	1106 Vanderbilt Way	\$6100.00
TOTAL CONTRACT PRICE				\$6100.00

Tree Species	Qty	Service Description	Location	Cost
Liquidambar #364	1	Weight reduction	1106 Vanderbilt Way	\$2400.00
TOTAL CONTRACT PRICE				\$2400.00

Tree Species	Qty	Service Description	Location	Cost
Liquidambar #365	1	Crown Reduction	1106 Vanderbilt Way	\$2800.00
TOTAL CONTRACT PRICE				\$2800.00



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By: Paul Dubois (C. Strohbusch)
Name: Paul Dubois
Title: ISA Arborist/ Account Manager WE
Date: July 28, 2016

By: _____
Name: _____
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Client/Owner: _____



QUOTATION

Nepenthe Association
1131 Commons Dr.
Sacramento, CA 95825

Date: 07-27-16


Phone: 916-929-8380

Contact: Bettsi Ledesma

Email: bettsi.ledesma@fsresidential.com

PROJECT: Nepenthe Association

IN COMPLIANCE WITH YOUR REQUEST FOR A PRICE QUOTATION ON SITE FURNISHINGS SUPPLIED BY WAUSAU TILE, WE SUBMIT THE FOLLOWING:

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	EXTENSION
2	 MF2204 S29 Green	74" x 28" x 39" Steel Bench w/Ctr. Arm 255 lbs.	\$1,006.00	\$2,012.00
2	7209	Anchor kit for Flat Steel Bench	\$21.00	\$42.00

Total weight: 510 lbs.

QUOTATION IN EFFECT FOR 30 DAYS FROM ISSUE DATE UNLESS OTHERWISE NOTED.

WE QUOTE YOU AS ABOVE F.O.B.: Sacramento, CA 95825

SHIPMENT CAN BE MADE IN: TBD

SUBTOTAL : \$ 2,054.00

R&L

SHIPPING : \$ 475.00

8.5%

SALES TAX : \$ 174.59

TOTAL : \$ 2,703.59

TERMS & CONDITIONS:

1. Wausau Tile's standard purchase and warranty terms apply as stated under Terms of Sale on our website.
2. This is a materials only bid valid for 30 days from date of bid. Prices are based on square footage or units as listed above, and subject to change if there are any increases or decreases of quantities to the project.
3. 30% down payment is required on all custom or modified products prior to start of production.
4. Field measurements, specifications and quantity confirmation are responsibilities of the customer.
5. Freight rates are based on today's rates and are valid for 30 days from bid. Delivery is for one location only unless noted in bid.
6. Customer will be notified when product is ready for delivery. Storage charges apply if customer delays shipment more than 30 days after notice.
7. All cancelled /returned orders must receive prior approval from a sales representative.
8. Both installation and assembly are the responsibility of the customer or its consignee.
9. Materials must be unloaded within 2 hours of arrival or customer will be charged for hold-over at the rate of \$100/hour.
10. Sales or use tax is customer's responsibility and due as part of the payment to Wausau Tile before shipping occurs unless a properly executed tax exempt certificate is provided to Wausau Tile. Deliver the tax exempt certificate by fax to 715-355-4627 or provide an original by mail if required by state law.
11. Federal Contracting Compliance and CA Transparency in Supply Chains Act is available on Wausau Tile's Website.

PURCHASING CONDITITONS:

1. The purchase order and payment should be made out to Wausau Tile.
2. To expedite shipment, please include an address for billing and an address for delivery.

Approved by:

SITE FURNISHINGS DIV OF WAUSAU TILE



PLEASE APPROVE AND RETURN _____ DATE

Pete Janda | 707-507-9610 | email: pjanda@wausaudesign.com



Nepenthe Association

Approved Standards and Practices for Locating, Design, Financing and Approving Benches Approved by the Board of Directors on May 6, 2015

Background

Traditionally, Nepenthe has never had benches on its extensive 55 acres of landscaping. This Standards and Practices changes that to allow for the addition of 19 (nineteen) benches throughout the community.

Benefits

We believe having benches on our grounds is very desirable. Their presence will encourage residents and guests who have difficulty walking to see the grounds by breaking up their strolls with places to rest. Benches will provide places where members and guests could socialize. Safety is improved when members and guests have places to observe actual or potentially undesirable activity

Locations

Benches will be located in especially scenic spots not especially near entrances to residences. They will be located in several places on the grounds to provide resting places fairly close to one another. Locations where outsiders can be observed are desirable.

Benches shall be purchased and installed over a five-year period in different areas of Nepenthe, rather than zone-by-zone.

Nineteen sites have been chosen for these standards and practices. These sites are shown at the end of this document.

Approved Bench

The approved bench is Wausau Tile Model MF2204, in the dark green color, for the following reasons:

- Aesthetically it complements our 1970's architecture.
- It is powder coated over steel, therefore very durable. A single design provides for a uniform appearance. A dark green color blends in well with the surrounding landscape.
- The middle armrest discourages anyone to lie prone on it.

Memorial Plaques

Any Nepenthe member who wishes to pay for a bench shall be permitted to place a memorial plaque on the concrete pad. The wording of the plaque must be approved by the Board of Directors. It will be metal and be no larger than 8 inches by 4 inches.

Benches paid for from reserves may not have memorial plaques.

Current Costs at time of adoption

Bench, Wausau Tile Model MF2204	\$1,006
Wausau Tile anchor kit	<u>21</u>



Nepenthe Association

	1,027
Sales tax @ 8.5%	87
Freight	258
Concrete pad if coordinated with other concrete work	380
Installation paid for by the Association	200
Total cost	\$1,952

Financing

Except for member gifts, benches will be paid for from reserves over a five-year period beginning in 2016. Annual reserve amounts are calculated as follow:

19 benches @ \$1,952 = \$37,088, in 2015 dollars.

Install a fifth of the benches each year over five years = \$7,418, in 2015 dollars. \$7,418 divided by 590 units and 12 months = \$1.05 per month

Nepenthe members will be able to pay for benches and place memorial plaques on the concrete pad. The plaque will be paid for by the member, and the wording of the memorial will be subject to Board approval. To the extent members pay for benches the reserve amounts will decrease.

Process

A member of Nepenthe Association may apply to contribute a bench at his/her cost by informing the Board of Directors of the location they select from the authorized locations shown on at the end of this document plus the wording of a plaque (if any).

When the Board approves the purchase of a bench, regardless of who pays for it, a sign will be erected at the proposed site showing a photo of the approved bench design and the following text:

Nepenthe Association intends to install a bench at this site. The design is shown in the photo above. The Board of Directors will consider approving the bench installation when it meets on [date]. You may give your opinion regarding this matter by contacting the Association at (916) 929-8384 or nepenthe.hoa@fsresidential.com, or by attending the Board meeting.

The Board meeting date shown on the sign shall be no less than 30 days from the date the sign is erected.

The Board will consider member comments and either approve or deny the bench installation at an open Board meeting. In the case of a bench paid for by a member, if the application is denied, the Board will so inform the applicant in writing, giving the reasons for the denial within 15 days following the meeting.

If approved, the bench will be ordered and installed by management. Construction of the slab may be scheduled with other concrete work.

POTENTIAL BENCH SITE



West of 14 Adelphi

AUTHORIZED LOCATION



Southeast of 1053 Commons – Two benches in v-formation with apex of “v” at corner of walkway

AUTHORIZED LOCATION



East of 2264 Swarthmore

AUTHORIZED LOCATION



West of 2270 Swarthmore

AUTHORIZED LOCATION



North of 1242 Vanderbilt

AUTHORIZED LOCATION



Northwest of 1236 Vanderbilt

AUTHORIZED LOCATION



Northeast of 1235 Vanderbilt

AUTHORIZED LOCATION



Southwest of 1155 Vanderbilt

POTENTIAL BENCH SITE



North of 814 Elmhurst

AUTHORIZED LOCATION



West-southwest of 901 Elmhurst

AUTHORIZED LOCATION



West of 208 Elmhurst

AUTHORIZED LOCATION



East of 212 Dunbarton

AUTHORIZED LOCATION



West of 500 Dunbarton

AUTHORIZED LOCATION



Northwest of 1012 Dunbarton

AUTHORIZED LOCATION



East of 1455 University

POTENTIAL BENCH SITE



East of 1509 University

AUTHORIZED LOCATION



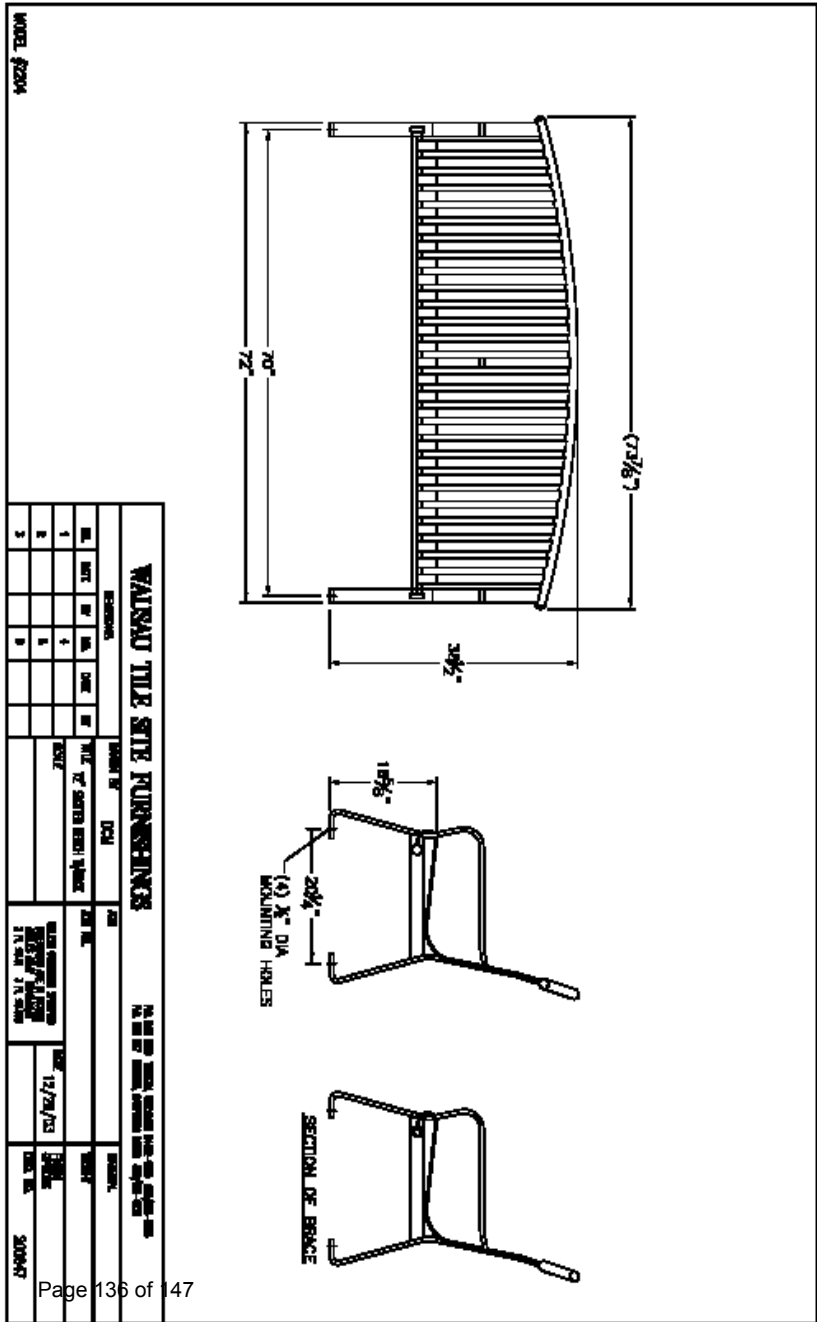
South of 1605 University
Two benches

APPROVED BENCH

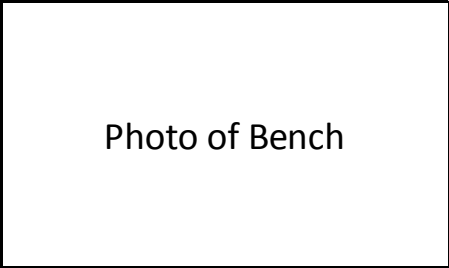


Wausau Tile model MF2204 Color: Green

DRAWING OF APPROVED BENCH, WAUSAU TILE MODEL MF2204



Sign

PROPOSED BENCH SITE		
		
<p>Nepenthe Association intends to install a bench at this site. The design is shown in the photo above. The Board of Directors will consider approving the bench installation when it meets on [date]. You may give your opinion regarding this matter by contacting the Association at 916-929-8384 or nepenthe.hoa@fsresidential.com, or by attending the board meeting.</p>		

JOOLA Nova Outdoor Table Tennis Table

[4.7 out of 5 stars](#) [216 customer reviews](#)

Price: \$699.00

Sale: **\$493.90 & FREE Shipping**

In Stock.

- Durable, rust-free, all-weather table tennis table, with 6mm aluminum plastic composite surface
- Thick 40mm apron prevents warping of the table surface
- The playback feature allows the use one folded side, for solo-practice
- Quick Assembly: 15-20 min to complete
- Adjustable leg-levelers, and self-folding legs





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
312 Elmhurst
Sacramento, CA

Project: 312 Elmhurst Fence Repairs

Proposal Number: 0716-0020

Date: 7/13/2016

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

Scope of Work:

LOCATION	DESCRIPTION
312 Elmhurst	
Fence	Replace 36 ft 2x4 pt fence rails
-	Install 3 -6 ft 1x6 Redwood fence board
-	- (post covers)
-	Replace 32 -2x2 rough redwood fence boards
-	Replace 32 -1x4 rough redwood fence boards
-	Paint - area of new work
Total Cost :	\$ 689.01

Total cost this estimate: \$689.01

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
312 Elmhurst
Sacramento, CA**

**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

7/13/2016

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 HOA
1131 Commons Drive
Sacramento, CA

Project: 700 Dunbarton Fence Repairs

Proposal Number: 0616-0046

Date: 6/28/2016

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

Scope of Work: replace fencing as listed below.

LOCATION	DESCRIPTION
700 Dunbarton	
Fence-	Demo - existing fence / haul waste
-	Install 5 -2-1/2" Galvanized steel fence posts
-	Place 10 bags ready mix conc. post backfill
-	Install 5 -6 ft 1x6 Redwood fence board
-	Install 176 ft 2x4 pt fence rails
-	Replace 56 1 x 4 rough redwood fence boards
-	Replace 56 2 x 2 rough redwood fence boards
-	Replace 36 ft 2x6 pt fence skirting
-	Paint - area of new work
Total Cost :	\$ 2,773.86

Total cost this estimate: \$ 2,773.86

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.

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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
700 Dunbarton Circle

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

6/28/2016

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 HOA
801 Dunbarton
Sacramento, CA

Project: 801 Dunbarton Fence Repairs

Proposal Number: 0716-0021

Date: 7/13/2016

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

Scope of Work:

LOCATION	DESCRIPTION
801 Dunbarton	
Large Patio Fence-	Replace 232 ft 2x4 pt fence rails
-	Replace 84 ft 2x12 PT
-	Replace 105 -2x2 rough redwood fence boards
-	Replace 116 -1x4 rough redwood fence boards
-	Paint - area of new work
Small Patio Fence-	Replace 62 -1x4 rough redwood fence boards
-	Replace 61 -2x2 rough redwood fence boards
-	Install 136 ft 2x4 pt fence rails
-	Paint - area of new work
Total Cost :	\$ 4,841.28

Total cost this estimate: \$4,841.28

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.

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Customer:
Nepenthe HOA
801 Dunbarton
Sacramento, CA

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

7/13/2016

Date