Date: March 10, 2025
Time: 5:35 p.m.
Attendees: Jackie Grebitus, Chair-person
Leslie Arnal, Member
Pam Dimaggio, Member
Ricardo Pineda, Member
Cheryl Nelson, board liaison
Ann Pasiuk, guest
Susan Diedrich, guest
Bonnie Jacobson, guest
Roy Hui, guest
Lynn Goldsmith, guest
Jennifer Goldsmith, guest

1. **Spas**: The committee located one provider that provides spa covers for in-ground spas. That one provider offered a locking system, but the lock cannot be adapted to accept our cards.

   We understand that First Services is keeping data regarding the pool/spa breaches which reflects, at least, the night the entry occurred. **If this is not accurate, the committee asks that First Services start keeping information on the date of the breach coupled with any camera evidence that may exist. The committee recommends that each pool have a wide-angle lens to capture perimeter so that if a breach occurs, the video can be reviewed to determine how the person got in. The report should include this information as well**. In that way, the committee and Board can be aware of the severity of the problem, can maintain identification information, and, ideally, can be aware of the entry methods.

2. **Trespassing Signs**: The HOA has trespassing signs that state "No trespassing / Private Property." The committee endeavored to determine when and how frequently the signs needed to be posted to support police action. The committee was unable to receive an answer from knowledgeable source in Sacramento. Another county states that you need signs at entrances and no less than 3 every mile. **The committee recommends First Services install signs at every pool gate and periodically on the fences around the pools**.

3. **Fire safety**: The committee thanks the Board for asking the roofing company to do a spot inspection whether the chimney caps can be retrofitted or replaced with spark arresting chimney caps. In addition, we appreciate that the roofing company will check to see if our vents are ember proof, and will also give us a recommendation if they are not.

4. **Loss assessment coverage issue**: The committee reviewed the Survey Monkey options for potential changes to the CCRs and discussed the three options at length. Here is our discussion and interpretation of the options:

Option 1: If an event occurs and damages five units, in theory the $100,000 HOA deductible would be split between the 5 owners ($20,000 per owner.) However, under Option 1, the owner's actual obligation would be up to the limit on that owner's HO-6 loss assessment coverage. So, if an owner had $50,000 of loss assessment coverage, that owner would pay $20,000. If an owner had $10,000 of loss assessment coverage, that owner would pay $10,000.

If one of the five owners had NO loss assessment coverage, that owner would be responsible for $20,000 up to the amount represented by the median loss assessment coverage offered by HO-6 carriers. The Survey Monkey did not mention how the Board would actually glean the median loss assessment coverage. The option states that the method is described "herein" though no method was actually included. The committee assumes that if the Board is leaning toward Option 1, they Board would solicit an attorney draft of how that median coverage would be determined.

One of our members preferred Option 1 since the HOA would benefit from the owners' loss assessment coverage.

Option 2: If an event occurs, no matter what the circumstances, the HOA will be responsible for paying the $100,000 deductible. The Board may or may not pass that onto the owners, but if it does pass all or a portion of the $100,000 onto the owners, it will pass the deductible onto all 590 owners by way of an assessment, to wit, each owner would bear a "pro rata" or equal share. Thus, if the deductible were $100,000, this would be $169.00 per unit. If the deductible were $1,000,000, this would be $1,690.00 per unit. The owner could submit a claim with their insurance company for the $169.00 or $1,690.00 if the owner has loss assessment coverage.

The majority of the committee supported Option 2.

Option 3: If an event occurs, an owner would be responsible for the HOA deductible if the owner was found to be negligent or at fault (as determined by the Board), or if the damage was caused by the owner failing to maintain the owner's portion of the residence. The owner would be responsible for the whole deductible irrespective of how many lots are involved or whether common area is involved. The committee discussed that this would lead to a retroactive analysis of what occurred to determine if the owner was "at fault". So, for example, if a fire were started as a result of an electrical problem in the unit, the Board could claim that the owner failed to properly maintain his electrical wiring and the owner would need to defend against that claim.

Note to Board: Option 3 states: "where damage is caused by the failure of some portion of, or component, in such Owner's lot…" This should probably be: "where damage is caused by the failure of some portion of, or component in, such Owner's lot…"

Option 3 goes on to say if only one lot is involved and no fault is involved, the HOA may pay the deductible or allocate a portion to the owner, as determined by the Board.

Option 3 further says that if more than one lot is involved and no fault is involved, the owners would be responsible for the HOA deductible, which would be divided equally between the affected owners. If one lot and common area is involved, the owner would also be responsible up to the HOA deductible. The committee noted that Board would NOT have the option to pay all or a portion of the deductible. Also, the committee did not understand why an owner who is not at fault should be responsible for common areas.

The committee felt that Option 3 would be too litigious and too punitive toward owners and would not offer anyone in the community certainty of their responsibility to pay the HOA deductible.

7:15 p.m. end of meeting. Next meeting is scheduled for April 14, 2025 at 5:30 p.m.