

CANON DEL SOL HOMEOWNERS ASSOCIATION

**BOARD OF DIRECTORS MEETING MINUTES**

September 11, 2017 at 6:00 p.m.

CDS Clubhouse, 400 Abalone Drive, La Selva Beach

**CALL TO ORDER:**

The meeting was called to order at 6:01 p.m. by Henry Bose. A legal quorum of Directors was present to conduct the Board of Directors Meeting. Legal notice was by actual written notice posted on the community bulletin board as prescribed in the Association's bylaws.

**DIRECTORS PRESENT:**

Henry Bose, Bob Carpenter, Mary Ann Herlihy and Paul Van Hoorickx.

Absent: Jesse Fielding.

**OTHERS PRESENT:**

Michele Suttora, from the Management Company, Michele serves as the recording secretary appointed at the outset of the Meeting. Also, present Scott Thomas, who serves as the Association's On-Site Manager.

Jerry Moore, President of Sand Dollar HOA.

**LANDSCAPE – MEDIAN**

Jerry Moore presented CDS with a check in the amount of \$877.50 for median expenses incurred. Jerry notified the CDS Board that Sand Dollar's amended CC&R's were being sent to members later this week to vote on and that Sand Dollar fully supported efforts to improve the Sand Dollar median and has approved \$25,000 in expenses for such improvement.

**MINUTES:**

Minutes from the Board of Directors Meeting held on July 31, 2017 were approved as presented.

**FINANCIAL REPORTS:**

Financial reports for the 7-month period through July 31, 2017:

Balance Sheet Report. Total funds on deposit \$1,145,002.

Operating Fund Report. Revenues total \$219,166. Expenses total \$197,804. Net change +\$21,362.

Reserve Fund Report. Revenues total \$111,381. Capital repairs total \$14,279. Net change +\$97,102.

Aged Receivable Report. All members are current with seven exceptions, seven under 30 days past due. Thirty-nine owners are prepaid.

\$150,000 will be moved from the Reserve account to a new 12-month CDAR.

**ON-SITE MANAGERS REPORT:**

Scott Thomas reported to Directors, in a written report, on items for the current period ending August 31, 2017. A copy of the report is made a part of these Meeting Minutes.

**PRESIDENTS REPORT:**

None.

**RECAP OF WORK ORDERS AND CORRESPONDENCE:**

The Board reviewed work orders included in their packet.

**NEW WORK REQUESTS:**

- Comcast to trouble shoot cable not working in clubhouse

**LANDSCAPE COMMITTEE**

Included in Scotts report.

**Homeowner request – 313 CDS.** The Board approved the improvement of the landscaping along their driveway as set forth in the owners' request dated July 12, 2017 with and no supporting wires or stakes, metal or otherwise, extending above the existing cement wall; the owners to be responsible at their expense for the removal of existing landscaping and installation of new plants and the HOA for requisite improvement to the irrigation

**ARCHITECTURAL COMMITTEE:**

**Deck Expansion – 466 Abalone.** Tabled for revised plans.

**Solar Policy and Owner Agreement.** The Board reviewed and approved the revised proposed Solar Policy presented to the meeting and directed that it be sent to homeowners for the required 30-day review. A copy of the revised policy is attached to these minutes.

The Board reviewed approved the form of agreement required by the Policy to be signed by those seeking to install solar system presented to the meeting. A copy of the form agreement is attached to these minutes.

**Solar – 431 Santa Monica.** A motion was made to approve the application by the owners of 431 Santa Monica to install solar power system on the roof of their unit subject to execution by the owners and the Association of the agreement required by the approved Policy and the standard conditions accompanying Board approval of external changes to units within the development, seconded and passed unanimously.

**SOCIAL:**

None.

**OLD BUSINESS**

**Reserve Fund Expenditures 2017.**

**Roof Inspections.** The Board reviewed the roof inspections provided by Cal Coast Roofing. A motion was made to approve the recommended roofing repairs in

the amount of \$18,600 to be paid from Reserves and coded according to Section A, B and C, seconded and passed unanimously.

The Board also reviewed a report for dry rot, trim and siding repairs provided by Cal Coast Roofing. Tabled for further information.

**Deck Inspection – 460 Abalone.** The Board reviewed proposals ranging in the amount of \$3,540 - \$6,000 for repairs. A motion was made to accept the proposal from Cal Coast Roofing in the amount of \$3,540, seconded and passed unanimously.

**Rat Abatement Program.** The Board reviewed proposals ranging from \$8,640 to \$29,143 for a rat abatement program for the community. The Board approved the proposal from TerraX for the installation of 80 rat stations throughout the development for a first month initial fee of \$2,700 and a \$540 monthly service for 6 months, seconded and unanimously passed.

## **NEW BUSINESS**

**Draft 2018 Operating Budget and Reserve Plan.** The draft operating budget and reserve plan were presented to the Board for review.

**Homeowner Communication – 329 CDS.** The Board reviewed communication between homeowner at 329 Canon del Sol, Henry and the property manager for 296 Pismo regarding the tenants at 296 Pismo. Henry has been working with the property manager to resolve the issues.

### **Reserve expenditures:**

**Roof repair 484-466 Arca.** A motion was made to approve the Reserve expenditure in the amount of \$600 for roof repairs, seconded and passed unanimously.

**Exterior Building Repairs, 443 CDS and 479 Arca.** A motion was made to approve the repair expenses in the amount of \$7,197 for repairs to 443 CDS and 479 ARCA such amount to be paid from reserves and charged to external building repairs for Section C, seconded and passed unanimously.

**HOMEOWNERS FROM THE FLOOR.** None.

### **NEXT MEETING DATE CONFIRMED:**

Directors Meeting – Monday, October 2, 2017

### **ADJOURNMENT:**

There being no further business to bring before the Association's Board of Directors, a motion was duly made, seconded, and by unanimous voice vote of Directors present adjourned the public portion of the Meeting at 7:32 p.m.

### **Closed Executive Session.**

Session was called to order at 7:32P.M. to review management contract.

**Adjournment**

Directors adjourned the closed executive session at 7:45 P.M. by a unanimous vote for a motion to adjourn. MSP.

**WIFI IN THE CLUBHOUSE.**

Username:XXXXXXXXXX

Password: XXXXXXXXXXXX

**IMPORTANT REMINDER!**

**EMERGENCY CONTACTS:**

|                                     |                       |
|-------------------------------------|-----------------------|
| <b>SCOTT THOMAS, ONSITE MANAGER</b> | <b>(831) 722-4048</b> |
| <b>ANDERSON &amp; COMPANY</b>       | <b>(831) 688-1090</b> |
| <b>FIRST ALARM</b>                  | <b>(831) 684-1111</b> |

**SHUT YOUR WATER OFF WHEN LEAVING POLICY REMINDER:**

The Board reminds everyone to remember to turn down your water heater and shut off the water supply to your residence whenever you are leaving your home for more than the day. Water shut off valves is located at the front of each residence, and if anyone has trouble finding your valve, or turning it off, please call Management for help. Water damages to the interior of a residence from leaking appliances, broken pipes, are an individual unit owner responsibility.

**DRAFT**

## **AUGUST 2017 RESIDENT MANAGER REPOR**

### **POOL AMD SPA**

Heaters for both pool and Spa remained on all month. Pool maintained at 78 degrees and Spa at 104 degrees.

Restrooms checked daily and cleaned weekly.

PH and chlorine levels checked daily. Chemical release working properly.

### **LANDSCAPING**

Meet with both Quilici crews to establish priorities.

Meet with Rudy Croce to discuss his plan to re landscape strip of common area along the side of his driveway. Plan appears doable – internal resources will remove existing landscaping, and outside contractors will purchase and install new plants. Board must decide how to assign costs.

Repair/replace four broken sprinkler heads.

Identify three irrigation valves on Clamshell Drive not working. Call Aqua Green to schedule repairs.

Arrange for truckload of mulch to be delivered at clubhouse location.

Dead tree at corner of Seahorse and Sand Dollar removed. Three new trees planted in the vacated space.

New bushes and ground cover planted at the corner of Canon del Sol and Clamshell.

### **BUILDING MAINTENANCE**

Coordinate with new owner of 443 Canon del Sol and contractor working on repair of multiple defects found in home inspection. Two major repairs remain outstanding.

Meet with Cardiff Termite manager to evaluate proposed contracted work and costs at two CDS units – 443 Canon del Sol and 308 Pismo

Meet with Civil Engineer, Andrew Radovan, to discuss options to repair damaged concrete footings at 443 Canon del Sol as well as 447 and 455.

Meet with owner of 466 Arca regarding fire insurance.

Inspect dry rot at 479 Oyster.

Organize twelve contractor projects and discuss with Saso Construction.

Meet with Comcast Technician to convert three phone lines and internet service. New wifi address and password in place.

Front balcony at 460 Abalone inspected by Didarrio Roofing. Preparing bid to repair.

Rehang wind screens at tennis courts.

## **THE CLUBHOUSE**

Clubhouse was not utilized during the month.

**Scott Thomas**  
**Resident Manager**

September 12, 2017

## CANON DEL SOL POLICY ON SOLAR POWER

The Canon del Sol Homeowners Association (the "Association") recognizes that an Association member may be interested in installing a solar paneled power system. Since these systems by nature must be partially installed external to the residence, the Association has developed this policy to aid members (homeowners) in developing their solar projects within Association expectations and requirements, thereby minimizing the time for project review and approval by the Association's Board of Directors or its Architectural Control Committee.

The Covenants, Conditions and Restrictions (the "CC&Rs") applicable to the Canon del Sol planned development require (1) approval of the project by the Association's Board of Directors or its Architectural Control Committee of any improvement or modification to the exterior of a residence prior to commencement of construction, and (2) approval only if the improvement or modification will be consistent with the standards required by the CC&Rs including quality of workmanship and materials, harmony of design, and visibility with respect to existing structures and environment. The purpose and intent of the provisions of the CC&Rs applicable to architectural control is to preserve property values within Canon del Sol. In this context, and to promote continuity and consistency, the following principles shall be applicable to a solar power system a member may wish to install.

1. The particular system to be installed and the installation schedule are subject to both the Association's prior written approval and the approval process applicable to external improvements within Canon del Sol. Only photovoltaic and grid tied systems will be approved. Detailed and complete system descriptions, plans and schedules shall be submitted at the time of approval application. The member shall promptly reimburse the Association for all costs and expenses incurred by the Association in the approval process.

2. The installation, operation and maintenance of the system shall be at the sole cost and expense of the member who shall only use financially stable and experienced licensed contractors as the system providers. All contractual arrangements with respect to the system shall be between the member and the system provider or Pacific Gas & Electric or its successor as appropriate. The Association assumes no liability or responsibility under any such contracts or otherwise with respect to the system, including its installation, operation, maintenance and performance. The member shall assure adequate liability insurance is in place covering the member against liability for personal injury and property damage arising out of or related to the system, including its installation, operation and maintenance. Prior to commencement of the system's installation and periodically thereafter as requested by the Association, the member shall furnish the Association certificates of insurance evidencing such insurance. In addition, prior to installation commencement, the Association and the member shall enter into and record an agreement binding the member and successors in interest to the property to the terms of this policy and which shall include an indemnity of the Association and its members, officers and directors against liability for personal injury and property damage arising out of or related to the system and its installation, operation and maintenance.

3. Following installation of the system, the member shall be responsible at the member's sole cost and expense for (i) the operation and maintenance of the system, including, but not limited to, keeping it clean and presentable consistent with acceptable conditions and the surrounding area, and (ii) the maintenance of the entire sloped or slanted roof on which the system is installed whether or not damage or the need for necessary repairs is related to the system or its installation, operation, or maintenance or roof conditions existing prior to the installation of the system. At such times as other roofs in the immediate area are re-shingled or changed and the Association determines to re-shingle or change the member's roof, the member shall be responsible for removing and reinstalling the system at the member's sole cost and expense and in compliance with all requirements of the Association and its contractor's and insurers.

4. The system's panels shall be installed only on sloped or slanted areas of the roof of the member's residence using non reflective materials and finishes color matched to the roof (i.e. black) and without any roof overhangs. All such panels shall be mounted parallel to the roof geometry with the minimally permitted or required space between roof and panel. Panels shall be installed in a manner that does not impede the Association roof access to performing its obligations, including, but not limited to, gutter repair and replacement, re-shingling or other change, unit painting and repair, spark arrestor maintenance, flat roof maintenance and chimney and vent inspections. The member shall at the member's expense be responsible for the restoration of system functionality following a shut off required by the Association to perform its obligations.

5. No equipment or part of the system may be installed on any common area within Canon del Sol or on the external side of any residence or structure. All inverter hardware and other system infrastructure must be located inside the residence, e.g. the garage. Any exposed electrical conduit or wiring must also be colored to color match the roof or other background.

6. All actions required to be taken by a member under this policy shall be taken promptly after written notice from the Association and diligently pursued and completed. Any action that the member may be required to take under this policy may be undertaken by the Association should the member fail or delay unreasonably to take or pursue the required action within 30 days after written notice from the Association. The member shall promptly reimburse the Association for all costs and expenses incurred by it in taking such action.

7. At such time as the system is no longer in use, the member, at the member's sole cost and expense, shall remove the system and restore the roof to acceptable condition fully compatible with the condition and appearance of other roofs in the immediate area.

**MEMBERS ARE DIRECTED TO THE FORMS USED BY THE ASSOCIATION WITH RESPECT TO APPLICATIONS FOR PROJECT APPROVAL. THESE FORMS NEED TO BE COMPLETED AND FILED WITH REQUISITE PLANS AND DRAWINGS AND ALL FEES PAID BEFORE CONSIDERATION OF THE PROJECT. THESE FORMS INCLUDE ADDITIONAL REQUIREMENTS.**



DRAFT3

Recording Requested By:

Anderson & Company  
P.O. Box 408  
Aptos, CA 95001

And When Recorded Return to:

Anderson & Company  
P.O. Box  
Aptos, CA 95001

AGREEMENT

This Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Canon del Sol Homeowners Association (“Association”) and \_\_\_\_\_ (“Owner”).

A. Canon del Sol is a planned development located in Santa Cruz County, California governed by and subject to that certain “Amended and Restated Declaration of Covenants, Conditions and Restrictions of Canon Del Sol Homeowners Association” recorded in the Official Records of Santa Cruz County on November 28, 2012 as Instrument Number 2012-0058776 (“CC&Rs”). Association is a California mutual benefit corporation responsible under the CC&Rs for the management and administration of Canon del Sol.

B. Owner owns real property within Canon del Sol described as Lot \_\_\_ on that certain subdivision map entitled “Canon Del Sol, Tract No 630” recorded on June 24, 1980 in Volume 69 of Maps at Page 20, Official Records of Santa Cruz County, Assessor’s Parcel Number \_\_\_\_\_ (“Owner’s Property”).

C. Owner desires to alter the residence upon Owner’s Property by installing and operating a solar system on the roof thereof (the “Improvements”).

D. The CC&Rs provide that all exterior changes and alterations to a residence within Canon Del Sol require the prior approval of the Association; Association is willing to grant such approval of the Improvements subject to the execution of this Agreement and such additional conditions as the Association may deem appropriate and deliver to Owner with such approval.

NOW, THEREFORE, the Association and Owner agree as follows;

1. Approval Application. Owner has or shall submit an application for Association approval of the Improvements in accordance with the Association’s requirements for such approval including payment of its required fees. Such application shall include all required drawing and specifications.

2. Installation and Construction Representations. Owner represents and warrants that (a) the Improvements will be installed and constructed by licensed professionals in full compliance with all applicable federal, state and local codes, regulations, permits and approvals at the time the work is performed including approvals from the Association and all applicable public agencies, and (b) installation and construction of the Improvements shall be at the sole cost, expense and risk of Owner. By commencing the installation and construction of the Improvements, Owner accepts the then existing condition of the roof to the Owner's residence as adequate for the installation and construction of the Improvements and waives any and all claims and demands against the Association Owner may have with respect to the roof and its condition whether relating to its condition to withstand the elements, support the Improvements or otherwise.

3. Responsibility for Operation, Maintenance, Roof Etc. Owner shall be responsible at Owner's sole cost, expense and risk for the operation, maintenance and repair of the Improvements. In addition, following such time as installation and construction of the Improvements commences responsibility for the maintenance and repair of the entire slanted or sloped areas of the roof of the residence on Owner's Property on which any portion of the Improvements is installed or constructed shall pass from the Association to Owner, and Owner shall maintain and repair such roof areas at Owner's sole cost, expense and risk irrespective of the condition or perceived condition thereof at the time of installation and construction commencement. Also, in addition, Owner at Owner's sole cost, expense and risk shall be responsible for any damage or liability occasioned to Owner's Property or to any other residence or Common Area within Canon Del Sol that, in the sole opinion of the Association, is a result of the installation, construction, repair, maintenance or operation of the Improvements. Any replacement or alteration of the Improvements, or any part thereof, shall require the prior written approval of the Association and the terms hereof shall apply to such replacement or alteration.

4. Removal. Owner shall remove the Improvements at Owner's sole cost, expense and risk if (a) the Association in its sole discretion determines that Owner fails to adequately maintain or repair the Improvements and fails to take steps to remedy such failure within fourteen (14) days of written notice from the Association, (b) the Improvements create a health or safety hazard, (c) the Association must maintain, repair or replace the roof of Owner's Property, (d) Owner fails to maintain the insurance or provide the insurance certificate required by this Agreement, or (e) upon the sale or transfer of Owner's Property the purchaser or transferee fails to assume all of Owner's obligations under this Agreement pursuant to a written agreement acceptable to the Association. Upon any removal of the Improvements, Owner shall, at Owner's sole cost, expense and risk, return the roof, surrounding areas, electrical connections and utilities to the condition they were in before the original installation of the Improvements. Any reinstallation of the Improvements following a removal pursuant hereto shall be at Owner's sole cost, expense and risk and subject to all of the terms and conditions of this Agreement.

5. Action by Association. Notwithstanding anything herein contained to the contrary, the Association shall have the power but not the obligation to undertake any maintenance, repair, replacement or removal of the Improvements which the Association in its sole discretion deems necessary or appropriate and Owner fails to perform within fourteen (14) days of written notice

from the Association. Owner shall promptly reimburse the Association for all costs and expenses incurred by the Association in performing any such maintenance, repair, replacement or removal.

6. Compliance with Governing Documents. The installation, construction, operation, maintenance and repair of the Improvements and any replacement thereof, in whole or in part, is subject to the rights, duties and responsibilities of the Association and Owner as set forth in the CC&Rs and the rules, policies and regulations of the Association.

7. Insurance. Owner, at Owner's sole cost and expense, shall procure and maintain so long as any part of the Improvements remain on Owner's Property a policy of general liability insurance with minimum limits of One Million Dollars (\$1,000,000) which includes coverage for personal injury and property damage arising out of, connected with or relating to the Improvements and their installation, operation, maintenance and repair. Prior to the commencement of the installation of the Improvements and at least thirty (30) days prior to the expiration of any such policy, Owner shall furnish the Association a certificate of insurance evidencing such insurance.

In addition, as between Owner and the Association, the Improvements are the property of Owner and Owner, at Owner's cost and expense shall insure the Improvements against casualty loss in such manner as Owner deems appropriate. The Association shall not be responsible for any damage to the Improvements by fire or other casualty.

8. Indemnification. Owner shall defend, indemnify and hold the Association and its members, officers, directors and agents harmless from and against any and all legal fees, costs, expenses, liability, damages, fines, penalties, demands, liens, objections and claims (including, but not limited to, claims etc. for personal injury, property damage and loss of use or value and claims etc. of any provider of work, labor, materials or services) arising out of, connected with or related to the installation, construction, operation, maintenance or repair of the Improvements or the breach of any representation or warranty or failure to perform any covenant of Owner set forth in this Agreement.

9. Entire Agreement. This Agreement and the written conditions of any Improvements approval by the Association, contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior or contemporaneous discussions, negotiations, commitments or understandings of the parties related thereto whether written or oral.

10. Waiver and Amendment. No modification or amendment of this Agreement or waiver of any of the provisions hereof shall be valid unless in writing and signed by the party sought to be bound thereby. Waiver of any one provision shall not be deemed to be a waiver of any other provision.

11. Binding Effect. This Agreement and each and all of its provisions shall be binding upon successors in interest to Owner's Property and the successors, assigns, heirs and representatives of the parties and each and all of their respective successors in interest, successors, assigns, heirs and representatives, and the benefits and burdens of this Agreement shall run with

the land. **ANY PURCHASER OF OWNER'S PROPERTY WILL AUTOMATICALLY BE BOUND BY THE PROVISIONS OF THIS AGREEMENT.**

12. Interpretation Waiver. Each of the parties hereto has been represented by counsel, or has had the opportunity to be represented by counsel, in connection with this Agreement and the provisions hereof. Accordingly, any rule of law or any legal decision that would require interpretation of any provision hereof against the drafting party has no application and is expressly waived.

13. Attorneys' Fees. In the event of any legal action, arbitration or other proceeding arising out of this Agreement, the prevailing party shall be entitled to such party's reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.

14. Governing Law. This Agreement shall be governed by the law of the State of California as such laws are applied to contracts entered into and to be performed in that State between residents thereof.

15. Recordation. Association shall cause this Agreement to be recorded in the Official Records of Santa Cruz County, California. Owner shall reimburse Association for the costs incurred in such recording.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first set forth above.

CANON DEL SOL HOMEOWNERS ASSOCIATION

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)