

COWELL HOMEOWNERS ASSOCIATION, INC.

Open Session Board of Directors Meeting • Thursday, August 26th, 2021

BOARD MEETING MINUTES

Board Members Present	Mike Kindorf	President
	Edward Baluta	Treasurer
	Brian Beckon	Secretary
	Rebecca D'Lima	Director at Large
	Ken Dixon	Director at Large
	George Fulmore	Director at Large
Others in Attendance	Bill Mazza of Common Interest Management Services	
Meeting Location	Teleconference	

CALL TO ORDER

The meeting was called to order at 7:02pm. It was determined that a quorum was present.

HOMEOWNER'S OPEN FORUM

The Homeowner's Open Forum was held for those in attendance.

APPROVAL OF MINUTES

A motion was made and seconded to approve the minutes from the July 22nd, 2021 Board of Directors meeting. **The motion carried unanimously.**

COMMITTEE REPORTS

Committee Chair Dixon provided the Board with an update from the August Architectural Committee meeting and Committee Chair D'Lima provided the Board with an update from the August Landscape Committee meeting. The Board was also given the General Manager's report detailing ongoing projects and any noteworthy property updates.

TREASURER'S REPORT & FINANCIAL REVIEW

Item: Treasurer's Report

Director Baluta provided the Treasurer's Report to the Board.

Item: Financials as of June 30th, 2021

The Board received and reviewed the Association's financials dated June 30th, 2021.

NEW BUSINESS / ACTION & DISCUSSION ITEMS

Item: 2022 Reserve Study

Following a meeting between Directors Kindorf, Baluta, and Fulmore with the Association's reserve analyst from Reserve Analysis Consulting, an updated 2022 draft reserve study was presented to the Board for review. This draft contained two versions – 2a (without a line item for future lower tennis court and pickleball lights) and 2b (with a line item for future lower tennis court and pickleball lights). The draft also included two funding scenarios for the Board to choose from – scenario 1, with a 2022 reserve contribution of \$354,330, and scenario 2, with a 2022 reserve contribution of \$361,079. Per the reserve analyst, scenario 2 proposed a slightly higher increase in annual contributions in the first decade to build stronger funding overall, while targeting a lower total funding level over the 30 year period compared to scenario 1.

A motion was made and seconded to approve the 2022 reserve study with the following options:

- **Version 2a (without a line item for future lower tennis court and pickleball lights)**

- **Funding Scenario 2 with an annual reserve contribution of \$361,079**

The motion carried. Director Fulmore abstained.

Item: South Slope Tree Work

At the request of Director Fulmore, the Board discussed tree maintenance for all trees located along the South Slope, the area that runs along South Larwin Ave. The Board directed management to discuss this section of common area with Arborwell and to ensure that it is an area of focus for their upcoming tree maintenance plan.

Item: Violation Process Discussion

At the request of Director Beckon, the Board discussed the Association's violation process to help ensure consistency and clarity for all Association inspectors. After a lengthy discussion, the Board agreed that it would like to focus on updating the Association's *Rules & Regulations* to help provide improved guidance to both inspectors and residents.

A motion was made and seconded to form an ad hoc Architectural Standards revision committee chaired by Director Dixon and to be made up of one additional Board member and one Architectural Committee member to begin working on an updated draft of the Architectural Standards section of the Association's *Rules & Regulations*. **The motion carried unanimously.**

Director Beckon volunteered to join the ad hoc Architectural Standards revision committee. Director Dixon will select the additional Architectural Committee member so that the committee may begin working on an updated draft of the Architectural Standards section of the *Rules & Regulations*.

The Board directed management to include a revision to the Association's *Rules & Regulations* on the agenda for one of the next regularly scheduled Board meeting.

Item: Drought & Lawn Violation Discussion

At the request of Director Beckon, the Board discussed the Association's standards regarding front yards and lawns given the current drought conditions. Similar to the previous discussion item, the Board intends to focus on clarifying expectations through revising the Architectural Standards section of the *Rules & Regulations*.

Item: 2021 Financial Statements Audit & Taxes

A motion was made and seconded to approve the engagement letter from Levy, Erlanger, & Company to audit the Association's financial statements and file the federal and state income tax returns in the amount of \$3,550.00. **The motion carried unanimously.**

Item: Main Pool Chlorine Tab System Ratification

A motion was made and seconded to ratify approval for proposal #2389 from Sun Pointe Services to install a chlorine tab feeding system at the Main Pool in the amount of \$8,610.37. **The motion carried unanimously.**

Item: East Pool Pump Room Rehabilitation Project

A motion was made and seconded to approve proposal #2286 from Sun Pointe Services to repair and rehab the East Pool pump room in the amount of \$80,670.63. **The motion carried unanimously.**

This scope of work is nearly identical to the West Pool pump room project that was approved earlier this year. Due to the difficulty in obtaining materials and components, that project is delayed until winter of 2021. The Board is approving this East Pool pump room project so that Sun Pointe Services can put the order in for equipment in hopes that this project can be completed before the 2022 swim season.

Item: Board Meeting Venue Discussion

The Board tabled this item due to ongoing COVID-19 concerns.

Item: Employee Handbook Revision

The Association's Employee Handbook was last updated in 2017 and references several outdated positions and vendors. A motion was made and seconded to delegate Directors Kindorf and D'Lima the authority to work with the General Manager to draft an updated Employee Handbook, along with a \$5,000.00 spending authority to have the draft reviewed by an employment attorney. **The motion carried unanimously.**

Once complete, the updated draft will be presented to the Board for final approval.

Item: Updated USTA Policy

The Board reviewed an updated USTA policy and team application provided by the General Manager, along with an updated waiver for non-resident USTA players. A motion was made and seconded to approve the provided *USTA Team Policy*, the *USTA Tennis Facility Waiver & Release of Liability*, and the *USTA Team Application*. **The motion carried unanimously.**

The newly approved policy, waiver, and application have all been appended to these minutes.

STANDING ITEMS**Item: Rental Requests**

A motion was made and seconded to approve the following rental request:

- 4413 Prairie Willow Ct

The motion carried unanimously.

Item: Association Committees

The Board tabled the discussion regarding an Architectural Committee Application from homeowner Mark Weinmann.

Item: Late Fee Waiver Requests

A motion was made and seconded to approve a late fee waiver request for the owner of 4492 Lawson Court. **The motion failed.** Directors Kindorf, Baluta, Beckon, Dixon, and D'Lima opposed.

Item: 2021 Reserve Projects Discussion

The Board reviewed proposed, pending, and ongoing reserve projects for 2021, and updates were provided on their respective statuses. The Board requested that this report be broken out first by status, then location.

Item: Good of the Order / Director's Comments

The Good of the Order / Director's Comments portion of the meeting was held for those in attendance.

MOTION TO ADJOURN

There being no further business and no objections, a motion was unanimously carried to adjourn the meeting at 9:39pm.

EXECUTIVE SESSION SUMMARY

Per Civil Code § 4935(e), any matter which was discussed in Executive Session must be generally noted in the minutes of the immediately following open Board meeting.

The Board of Directors met in Executive Session on August 26th, 2021 and discussed third-party contracts and the Association's Recreation Director position. The Board terminated its contracts with Allied Universal Security and Landscape Care Co effective September 30th, 2021, and approved contracts with Guardian Security Agency and Mike McCall Landscaping, Inc., both expected to start October 1st, 2021.

BOARD CERTIFICATION

I do hereby certify that the foregoing is a true and correct copy of the Minutes of the Cowell Homeowners Association Board of Directors meeting as approved by the attending Directors.

M. HINDORE

Director's Name

BOARD PRESIDENT

Office / Position

M. Hindore

Signature

29 SEP 2021

Date

USTA Team Policy

Approved at the August 26th, 2021 Board of Directors Meeting

BACKGROUND

Historically, Cowell Homeowners Association, Inc. (“CHOA”) has hosted numerous United States Tennis Association (“USTA”) teams on site for both residents and guests. Past USTA agreements or understandings were largely communicated verbally or through email between the interested parties, and as a result the Association is in need of a document fully encompassing all Association USTA requirements. The intent of this policy is to establish the Board’s standards and expectations for local USTA teams and to provide guidance regarding the use of CHOA tennis courts for USTA team practices and matches.

USTA TEAM APPLICATION PROCESS

CHOA will permit a maximum of four (4) USTA teams per USTA season. In the event that more than four teams wish to utilize the CHOA tennis courts, approval will be granted based on the order of applications received.

USTA team captains must be current CHOA residents, and in Good Standing with the Association, meaning they are current in their payment of Assessments and have no outstanding or unresolved violations. If the team captain is a tenant, the owner of the property must be a member in Good Standing.

USTA team captains must complete a *USTA Team Application* form and provide it to the Association for approval prior to being able to utilize the CHOA tennis courts for any USTA-related activity. A *USTA Team Application* form is required for every team, every USTA season. They will not carry-over to a subsequent season, even if there are no changes to the team members.

USTA FEES AND REQUIREMENTS OF INDIVIDUAL PLAYERS

There is no charge for current CHOA residents to join a USTA team and participate in USTA team practices and matches. Non-CHOA residents who wish to join a CHOA USTA team are required to pay a fee of \$40 per season to the Association. Non-CHOA residents who join multiple USTA teams are only required to pay the \$40 fee once per season, regardless of how many teams they are a member of during that given season.

Payment must be by check, made out to *Cowell Homeowners Association, Inc.* Payments from individual players shall be collected by the team captain and provided to the Association prior to the end of the USTA season. Failure to collect or provide the Association with the appropriate payment may result in USTA team captains no longer being able to utilize the CHOA tennis courts in future seasons.

All USTA players who will be utilizing the CHOA tennis courts must fill out a *USTA Tennis Facility Waiver & Release of Liability* and provide it to the Association prior to the first regularly scheduled match. This form will only need to be filled out once by each individual, and will be stored by the Association for use on future seasons.

USTA ROSTERS

Once approved, and prior to the start of the USTA season, team captains are required to provide the Association with a team roster, which at a minimum is to include the following information:

- Player name
- Confirmation of CHOA resident or non-resident status
- Contact phone number and email address

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- Confirmation of completion of *USTA Tennis Facility Waiver & Release of Liability*

Rosters must be typed; handwritten rosters will not be accepted. The Association will provide all team captains with a roster template that should be utilized.

USE OF COURTS AND SCHEDULING

USTA teams are permitted to schedule practices one day per week, Monday through Thursday, between the hours of 6pm and 8:30pm. Only courts #3 and #4 may be used for weekday practices.

USTA teams may schedule home matches at the CHOA tennis courts as required. For USTA home matches, only courts #2, #3, and #4 may be used. If additional courts are required due to the size of the league, courts #5 and #6 may be used as needed, but USTA team captains will need to obtain written approval from the Association prior to the start of the season should their league require more than three courts at a time for matches. At no time may all four upper courts (#1-4) be used simultaneously for USTA matches. Overflow matches must take place on one of the lower courts. Court #5 must be used if four courts are required, and courts #5 and #6 must be used if five courts are required.

USTA captains are required to notify the Association of all scheduled home matches no later than one week prior to the date of the scheduled match. Match and practice schedules will be maintained by the Association on the website www.walnutcountry.com, as well as posted at the bulletin boards at each entrance to the upper tennis courts. It is recommended that the match schedule for a given season be provided to the Association prior to the season's start, if practicable. When multiple USTA teams are participating in a season, team captains must work together to ensure that there are no conflicts and that all parties are in agreement before providing the Association with the team practice and match schedule. It is ultimately the responsibility of the team captains to resolve any conflicts that may arise when developing the schedule for a given season.

In the event of any scheduling change during the season, whether due to scheduling issues or an unforeseen event (such as weather), the affected team captain must coordinate directly with all other active USTA team captains to ensure that there are no conflicts. Once all USTA captains have been notified and given a reasonable opportunity to approve the proposed scheduling change, the Association must be made aware.

CHOA understands that sometimes scheduling changes are last minute, usually for reasons outside of the captain's control. Impacted captains must first make every effort to alert all active USTA teams when a scheduling change is necessary, then (time permitting) notify the Association. Generally, should all USTA captains agree on a scheduling change, the Association will not oppose the change.

BATHROOM ACCESS

USTA league matches require bathroom access for all participants. The Association will provide each team captain with one deadbolt key and one key fob for the Main Pool entrance gate and bathroom doors at the beginning of each season.

When the Main Pool is open to residents, USTA players will only need to use the key fob for access. During winter or on days when the Main Pool is otherwise closed, USTA players will need to unlock the deadbolt at the entrance gate as well as the bathroom doors using the key provided. **It is imperative that the pool entrance gate then be locked immediately afterwards. Failure to ensure that the pool gates remain locked may result in the denial of future USTA Team Application requests by the infringing team captain!**

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Captains are not permitted to make copies of these keys, nor are they permitted to use these keys outside of previously scheduled USTA matches. **Any team captain found in violation of these guidelines may be disqualified from participating on future CHOA USTA teams.**

SCORECARDS

The Association will make available five scorecards that may be checked out by USTA captains for use during USTA matches. If more than five scorecards are required for a match, the team captain, at their sole expense, will be responsible to provide.

Captains should contact the Association to confirm when and where these scorecards can be picked up.

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USTA TEAM APPLICATION

Per the Association's USTA Team Policy, all team captains are required to fill out a USTA Team Application prior to the start of each USTA season for approval by CHOA. USTA team captains must be current CHOA residents, and in Good Standing with the Association, meaning they are current in their payment of Assessments and have no outstanding or unresolved violations. If the team captain is a tenant, the owner of the property must be a member in Good Standing.

USTA TEAM & CAPTAIN INFORMATION | At least one team captain is required to be a CHOA resident

Resident Team Captain Name Email Address

CHOA Address Phone Number

USTA Season / Dates USTA League Type / Name Courts Required

OFFICE USE ONLY | Please leave this area blank – will be filled out by Association staff

Owner in Good Standing? ☐ Yes ☐ No | Comments:

Approved Match Courts: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 | Keys Provided:

Staff Name Staff Signature Date

USTA TENNIS FACILITY WAIVER & RELEASE OF LIABILITY

This USTA Tennis Facility Waiver & Release of Liability ("Release") is entered into on the date below between the Cowell Homeowners Association, Inc. ("CHOA") and the individual[s] noted below who is/are referred to for convenience in this Release as "Tennis Facility User."

Whereas, CHOA owns a Tennis Facility which is located on Common Area operated and controlled by CHOA; and

Whereas, Tennis Facility User wishes to use said Tennis Facility and the Common Area providing access thereto, including walks, driveways and parking lots (hereafter collectively referred to as the "Tennis Facility Areas") for recreation, training, matches and other related activities (hereafter collectively referred to as "Tennis Activities"); and

Whereas, CHOA is willing to permit Tennis Facility User to access the Tennis Facility Areas for Tennis Activities in exchange for the consideration and pursuant to the terms and conditions below.

1. Tennis Facility User acknowledges that I/we have voluntarily requested to use the Tennis Facility Areas which use may include, among other activities, recreation, training and matches.
2. Tennis Facility User acknowledges that children under the age of 14 years may not use the Tennis Facility Area unless supervised by a responsible adult. Tennis Facility User will not permit anyone under the age of 14 to participate in Tennis Activities unless so supervised.
3. Tennis Facility User acknowledges that Tennis Activities entail a risk of injury. Tennis Facility User, on behalf of him/her/themselves, accepts such risk of injury. Tennis Facility User has been given the opportunity to and has actually inspected the Tennis Facility Areas and is satisfied that said Tennis Facility Areas are in a reasonably safe condition and are being kept and maintained in a reasonably safe condition.
4. As consideration for being permitted by CHOA to use the Tennis Facility Areas, Tennis Facility User hereby agrees on behalf of his/her/themselves that they will not make a claim against, sue, or attach the property of CHOA or any of its directors and officers and its managing agent, or its employees, or against anyone responsible for maintaining or repairing Tennis Facility Areas and any equipment located thereon (referred to collectively as "Releasees"), for injury or damage resulting from the Tennis Facility User's use of the Tennis Facility Areas, except to the extent such injury or damage results from the gross negligence or willful misconduct of CHOA. **The undersigned hereby releases Releasees from all actions, claims or demands that Tennis Facility User, his/her/their agents, invitees, children, assignees, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from the use of the Tennis Facility Areas, except to the extent such injury or damage results from the gross negligence or willful misconduct of CHOA.**
5. As further consideration for being permitted by CHOA to use the Tennis Facility Areas as described herein, **Tennis Facility User hereby agrees on behalf of his/her/themselves and his/her/their guests, invitees, children, assignees, heirs, distributes, guardians, and legal representatives to defend Releasees and hold them harmless from all claims, agrees to protect, indemnify, and hold harmless Releasees against all liabilities, claims, demands, damages and costs of defense (including attorneys' fees) arising out of or connected with use of the Tennis Facility Areas, including but not limited to Tennis Activities, except to the extent such injury or damage results from the gross negligence or willful misconduct of CHOA.** This obligation shall survive termination of this Release.

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6. CHOA makes no warranties or representations as to the conditions of the Tennis Facility or its appropriateness or suitability for any particular person. Tennis Facility User acknowledges that CHOA does not staff the Tennis Facility, and that CHOA does not provide any health and/or medical experts or personnel to be present at the Tennis Facility.
7. I agree to abide by all governing documents, including all rules and regulations of CHOA with respect to use of the Tennis Facility.
8. This Release and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of California.
9. I acknowledge that this Release was expressly negotiated and is material for the Releasees to allow utilization of the Tennis Facility.
10. In signing this Release, I acknowledge and represent that I have read the foregoing Release, understand it and sign it voluntarily; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

TENNIS FACILITY USER[S]

Name of Participant: _____

Signature of Participant: _____

Date: _____

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Resident Team Captain Name

Email Address

CHOA Address

Phone Number

USTA Season / Dates

USTA League Type / Name

Courts Required

OFFICE USE ONLY | *Please leave this area blank – will be filled out by Association staff*

Owner in Good Standing? ☐ Yes ☐ No | Comments:

Approved Match Courts: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 | Keys Provided:

Staff Name

Staff Signature

Date

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7. I agree to abide by all governing documents, including all rules and regulations of CHOA with respect to use of the Tennis Facility.
8. This Release and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of California.
9. I acknowledge that this Release was expressly negotiated and is material for the Releasees to allow utilization of the Tennis Facility.
10. In signing this Release, I acknowledge and represent that I have read the foregoing Release, understand it and sign it voluntarily; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

TENNIS FACILITY USER[S]

Name of Participant: _____

Signature of Participant: _____

Date: _____