WEST CAMPUS POINT OWNERS' ASSOCIATION BOARD OF DIRECTOR'S MEETING AGENDA

Friday – January 6, 2017 9:00 am – 11:00 am 928 West Campus Lane

- I. CALL MEETING TO ORDER
- II. REQUESTS BY HOMEOWNERS IN ATTENDANCE (unless considered an emergency, it will be placed on the next meeting agenda maximum 5 minutes per homeowner, maximum total time for open forum 15 minutes)
- III. APPROVAL OF PRIOR MEETING MINUTES
- IV. TREASURER'S REPORT
- V. MANAGER'S REPORT
- VI. OLD BUSINESS (Board to consider, review and possibly vote on)
 - 1. 950's landscape project completion/remediation
 - 2. Landscape service contracts
 - 3. Parking issues & towing signage at entrance
 - 4. Draft Maintenance Guidelines
- VII. NEW BUSINESS (Board to consider, review and possibly vote on..)
 - 1. Palm Plaza barbeques
 - 2. Playground equipment stairs
 - 3. Landscape architect/designer
 - 4. Leak remediation loan and payments
 - 5. Committee appointments. Including unit sales & coil oil point
 - 6. Minutes on web site
 - 7. Community website issues
 - 8. Estimate to replace pool area lights
 - 9. Green waste dumpster
 - 10. Review major repairs/replacements anticipated for 2017
 - 11. Deck inspections
 - 12. Items for newsletter and future agenda
 - 13. Set date for the next board meeting
- VIII. ADJOURNMENT
- IX. EXECUTIVE SESSION If Needed: (Executive Session may only be used to discuss litigation, contracts with 3rd parties, member discipline, personnel, or upon an owner's request to discuss payment of assessments). 1. Landscape Contract

Minutes DRAFT West Campus Point Homeowners Association Board of Directors Meeting

Monday, November 14, 2016 6:30 - 8:30 pm 978 West Campus Lane

Homeowners: Cynthia Kaplan and Gail Humphreys

Board Members: Dorothy Gonzalez-President, Sarah Cline-2nd Vice President, Kary O'Brien-1st Vice President and Allison Moehlis- Secretary

Property Manager: Dave Russo

The meeting was called to order at 6:28 pm.

Approval of Minutes:

The Board approved as amended the minutes of the prior Board Meeting of Oct 14, 2016. The Board approved as amended the minutes of the Board Meeting at Bartlein & Co. on Oct 24, 2016

Treasurer's Report by Dave Russo. As of end of October, 2016: Total Income is \$372,799.52 YTD
Operating Expenses are \$275,266.49 YTD
Reserve Expenditures are \$48,611.71 YTD
Total Expenditures are \$323,878.20 YTD
Transfer to Reserves are \$(62,498.52) YTD
Transfers from Reserves are \$20,000.00 YTD
Operating Account \$5,000.00 - end of month
Total Assets are \$861,360.67 YTD

The Board accepts the Treasure's Report.

Manager's Report by Dave Russo

Final invoice for Tierra Verde was \$2000 and will be paid

The Board accepts the Manager's Report

OLD BUSINESS

950's Landscape Project Completion/Remediation

Nothing to report

Tierra Verde 2017-2018 Tree Maintenance Contract

Sarah moved to approved Tierra Verde two-year contract for January 2017 - December 2018 at a monthly cost of \$2400.00. Seconded, discussed, and amended.

Sarah moved to renegotiate the Tierra Verde two-year contract for January 2017 - December 2018 to include an additional roof drain cleaning for annual cost not to exceed \$30,000. Seconded, discussed, and motion failed at two-for, one-opposed, two-abstentions.

Sarah moved to approve Tierra Verde two-year contract for January 2017 - December 2018 dependent upon the inclusion of two roof drains cleaning per year for annual cost not to exceed \$30,000. Seconded, discussed, and unanimously approved.

MGM 2017 Contract

Sarah moved to authorize Gail to speak with MGM landscape to extend the month to month contract to March 1, 2017. Seconded, discussed, motion passed at three-for, one-opposed, and one-abstain.

Association's 2017 Budget

Allison moved to have Anna and Kary consult the CPA M. Gartzke and Bob Bartlein to approve a final Budget for 2017. Not seconded.

Sarah moved to appoint Anna and Kary to consult the CPA M. Gartzke and Bartlein to obtain additional information that will be used to produce a draft budget for approval by the board on Saturday, November 19th at 9 am at WCP #928. Seconded, discussed, and unanimously approved. Dave will email the board the last two annual tax reviews November 15.

Annual Meeting Tuesday December 6, 2017 HSSB 4020 from 6:30-8:30pm

Meeting Adjourned at 8:42pm

Minutes respectfully submitted, Allison Moehlis, Association Secretary

DRAFT

Minutes

West Campus Point Homeowners Association Board of Directors Meeting

Saturday, November 19, 2016 9:00 – 10:00 am 928 West Campus Lane

Homeowners: Tess Cruz

Board Members: Dorothy Gonzalez-President, Kary O'Brien-1st Vice President, Sarah Cline-2nd Vice President, and Anna Spickard, Treasurer

I. Call Meeting To Order.

Meeting was called to order at 9:00 am.

II. Request by Homeowners in Attendance:

Tess Cruz requested that the hedges outside her kitchen window be trimmed.

III. Old Business

1. Association's 2017 Budget

A motion was made to accept the budget dated 11/17/16 with monthly dues of \$504 with the inclusion of item 22, "Board voted to target keeping reserves at 75% funding (see also page 5, in 2015, item 34)" and item 23: According to the Memorandum of Understanding with UCSB, the LRP Repair Reserve category is to be kept as restricted funds solely for leak remediation repairs and if not spent, to remain as a line item in reserves. Seconded, discussed, and unanimously approved.

Following the vote, Tess Cruz indicated that in prior years the budget was discussed in August/September and prior Board members were invited to attend at the start of the budgeting process.

The Board would like to thank Tess for her consultation.

IV. Adjournment

Regular meeting adjourned at 9:57am.

V. Executive Session

Board members convened an authorized executive session at 9:57 am to review a short-term extension of the landscape maintenance contract with MGM Landscapes.

Minutes respectfully submitted, Kary O'Brien, 1st Vice President Minutes - DRAFT

West Campus Point Homeowners Association 2016 Annual Meeting of Members

Tuesday, December 6, 2016 HSSB 4020

The Annual meeting was called to order at 6:34 pm by President Dorothy Gonzlaez

Bob Bartlein gave the proof of meeting – a copy of the annual meeting notice was sent to each and all homeowners on October 19, 2016.

Board Members Present:

Board Members: Dorothy Gonzalez-President, Sarah Cline-2nd Vice President, Kary O'Brien-1st Vice President Anna Spickard-Treasurer, and

Allison Moehlis- Secretary

Property Manager: Bartlein and Co. Bob Bartlein, President and Dave Russo, Vice President.

Confirmation of quorum: 34 homes were represented by person or proxy.

Approval of Minutes:

The minutes of the Dec. 2, 2015, Annual Meeting were approved with the following two changes presented by Dorothy Gonzalez:

- Approval and ratification of 2015 WCP HOA Board decisions were moved, seconded, discussed and unanimously approved.
- Excess Funds Resolution was moved, seconded, discussed, and unanimously approved.

Officer Reports

- President's Report was reviewed by Dorothy Gonzalez electronic files of report were emailed to homeowners
- · Landscape Redesign Committee Report was reviewed by Dominque Julienne electronic files of report were emailed to homeowners
- ARB Report was reviewed by Cynthia Kaplan electronic files of report were emailed to homeowners
- LRP Loan Report was reviewed by Harold Marcuse electronic files of report were emailed to homeowners
- Landscape Maintenance Report was reviewed by Sarah Cline electronic files of report were emailed to homeowners
- Reserve Study Report was reviewed by Harold Marcuse and Bob Bartlein- electronic files of report were emailed to homeowners. Kary
 O'Brien added that at the November 19, 2016 Budget meeting Bob Bartlein stated they could no longer continue to be our management
 company if we went forward with the suggestion of the WCP HOA accountant M. Gartzke and JD Brooks, who had recommend on how to
 fund the reserve. Bartlein will only prepare a budget using Modified straight line contribution.
- Treasurer's Report was given by Bob Bartlein

Projected Year-End amounts for 2016 are as follows:

Total Revenue: \$447,700.00

Total Operating Expenses: \$356,982.00 Loan Payments (leak remediation): \$26,000.00

Funds Available: \$828,380.70

Treasurer's Report was moved, seconded, discussed, and approved with two abstentions.

Election of Officers

The following homeowners were nominated, seconded, and agreed to serve on the WCP HOA Board of Directors for 2017: Kary O'Brien, Anna Spickard, Casey Walsh, Inga Bjorndottir, and Debra Fygenson.

Motion was made, seconded, discussed, and unanimously approved to close the nominations, wave the secret ballot requirements of the California Civil Code and unanimously elect the slate.

Old Business

Gail Humphreys reported that the "cluster development funds" were not used in 2016 and the approved 2017 budget the "cluster
development funds" were absorbed into the reserves. It was clarified by Bob Bartlein that the budget could be revised with a 30 notice to
the membership to add a component to the reserves.

New Business

- Excess Funds Resolution was moved, seconded, discussed and approved with two abstentions.
- Approval and ratification of 2016 WCP HOA Board decisions were moved, seconded, discussed and unanimously approved.
- "The Knolls" UCSB Long Range Development Plan to develop the Devereux Property to add a road through WCP going to the new houses
 was brought to attention by Kary O'Brien.

Meeting adjourned at 8:28 pm.

Minutes respectfully submitted, Allison Moehlis, Association Secretary

WEST CAMPUS POINT HOMEOWNERS ASSOC 901-979 WEST CAMPUS LANE-GOLETA

Ref WP

	Current Month	% of Budget	Year-to-Date	% of Budget	Annual Budget
BEGINNING BALANCE	5,000.00		239.20		
MAINT. FEES/ASSESSMENTS UTILITY ASSESSMENTS LATE FEES OTHER INCOME	32,305.34 6,510.82 - 0 - - 0 -	8.3% 18.8% N/A N/A	390,720.63 58,247.89 250.00 45.00	100.2% 168.3% N/A N/A	390,000.00 34,600.00 N/A N/A
TOTAL INCOME	38,816.16	9.1%	449,263.52	105.8%	424,600.00
CLEANING & JANITORIAL ELECTRIC LANDSCAPE MAINTENANCE LANDSCAPE SUPPLY & EXTRAS TREE TRIMMING & MAINT. MANAGEMENT FEES PAINTING & DECORATING POOL MAINT & SUPPLIES POOL HEATING (GAS) REPAIRS & MAINTENANCE RUBBISH REMOVAL SUPPLIES WATER & SEWER INSURANCE PEST CONTROL PROFESSIONAL FEES MISCELLANEOUS EXPENSE	266.00 635.80 9,900.00 - 0 - 2,500.00 1,595.00 - 0 - 7777.94 605.34 255.99 596.40 43.14 5,924.07 4,149.37 - 0 - 175.00 16.32	16.6% 7.1% 16.5% 0.0% 8.3% 0.0% 8.6% 1.0% 9.3% 8.6% 11.4% 5.8% 0.0% 4.2% 1.1%	2,092.00 7,256.59 61,875.00 14,977.12 30,000.00 19,140.00 2,031.20 7,799.10 6,102.34 24,069.78 6,507.04 1,418.17 69,528.59 67,278.51 125.00 4,305.00 775.93	130.8% 80.6% 103.1% 99.8% 100.0% 101.6% 86.7% 87.2% 96.3% 101.7% 283.6% 133.7% 93.4% 25.0% 102.5% 51.7%	1,600.00 9,000.00 60,000.00 15,000.00 30,000.00 19,140.00 2,000.00 7,000.00 25,000.00 6,400.00 500.00 72,000.00 72,000.00 4,200.00 1,500.00
OPERATING EXPENSES	27,440.37	8.7%	325,281.37	103.3%	314,840.00
RESERVE EXPENDITURES	149.50	0.1%	54,532.21	29.2%	186,800.00
TOTAL EXPENDITURES	27,589.87	5.5%	379,813.58	75.7%	501,640.00
					
CASH FLOW:Income-Expenses	11,226.29	-14.6%	69,449.94	<u>-90.1%</u>	(77,040.00)
INCOME TAX LOANS & LOAN PAYMENTS TRANSFER TO RESERVE TRANSFER FROM RESERVE OTHER TRANSACTIONS	- 0 - (27,089.40) (19,136.89) 35,000.00 (11,226.29)	0.0% 105.0% N/A 34.9% -15.2%	(1,642.00) (27,089.40) (90,957.74) 55,000.00 (64,689.14)	328.4% 105.0% N/A 54.8% -87.4%	(500.00) (25,803.00) N/A 100,343.00 74,040.00
CURRENT BALANCE	5,000.00		5,000.00		

West Campus Homeowners Association – Review of Landscape Proposals

Below is some basic information for consideration in identifying an optimal landscape contract for West Campus Point (please review full proposals for additional details).

	MGM	Tri Valley	Pacific Green	Cicileo	Kitson	Plowboy	EnviroScape
Experience	Since	Since	Since	Since	Since	Since	Since
	2015	2013	2000	1974	1969	1976	2001
Landscape Contractors License (CA Z27)	YES	YES	YES	YES	YES	YES	YES
Advanced Degree Horticulture	NO	?	?	YES	YES	?	YES
Certified Arborist	NO	NO	YES	YES	YES	NO	?
Certified Irrigation Technicians	YES	NO	YES	YES	YES	NO	YES
WaterWise Certified	NO	?	?	YES	YES	?	YES
Green Gardener Trained	NO	?	. ?	YES	YES .	NO	YES
Pesticide Use License	NO	?	?	YES	YES	YES	YES
Landscape Design Specialists	NO	NO	YES	YES	YES	NO	YES
Monthly Rate (monthly, including hedges and waste removal)	\$6,216	\$6,235	\$7,130	\$7,400	\$8,000	\$8,078	\$7,843
Person Hours	60 hours	72	59 hours	60 hours	56	80 hours a	64 hours a
Each Week	week	hours	a week	a week	hours week	week	Week
	On-site 8 hrs a day	week On-site	(one worker	person On-site 8	teams	(2 on-site 5 days a	(4 workers on site, 2
	liisa day	8 hrs a	for 4	hrs a day	come in	week)	days
		day (5	days and	(5 days	groups	,,,,,,	week)
		days	3 people	and 4	on		
		and 4	on 5 th	days)	specifie		
		days)	day)		d days		

Other Properties	Thousand Oaks, Camarrillo, Ventura, Goleta			Too many to list, includes; US Post Office Marriott Devereux Hampton Inn Goodland Hotel Pembroke HOA; Village Green HOA	Too many to list, includes; Storke Ranch, Camino Real shopping center, many propertie s along Hollister; Village at SB; Camino Real; Maravilla		Too many to list, Canon Green, Euclyptus Grove, Pacific Palms, Pacific Glenn, Meadows on Fairview, Hope Village, Goleta Water; Pebble Hill HOA; Sungate Ranch
References	YES 4 contacted	Spoke to Dave, will not pursue	Yes, 4 contacte d	YES 4 contacte d	YES 4 referenc es contact ed	Will not pursue	YES 2 contacted (awaiting contact info from Dave)
Individual Ratings on Following Criteria (see rubric below) Knowledgeable & Experienced							
Demonstrated Landscape Design							
Demonstrated Maintenance Expertise			4				
Demonstrated Irrigation Expertise							
Other Key Considerations ?							

5 point rating rubric with anchors for each item [developed following review of prevailing considerations advocated by professional landscape associations (e.g., National Association of Landscape Professionals, Association of Professional Landscape Designers, California Landscape Contractors Association, Ecological Landscape Alliance)]

Knowledgeable & Experienced

5 = advanced degrees, extensive certification of supervisors and staff (e.g., horticulture, arborist, irrigation, waterwise, etc), number of staff listed as green gardeners, 25+ years of company with local experience/expertise

4 = between 3 & 5

3 = certification of supervisors and staff (e.g., horticulture, arborist, irrigation, waterwise, etc), 10+ years of company with local experience/expertise

2 = between 1 & 2

1 = no advanced degrees, no certification of supervisors and staff (e.g., horticulture, arborist, irrigation, waterwise, etc), no staff listed as green gardeners, 2 or fewer years of company with local experience/expertise

Landscape Design

5 = extensive experience and expertise of staff with specialized knowledge

4 = between 3 & 5

3 = substantial experience and expertise of staff with specialized knowledge

2 = between 1 & 2

1 = limited experience and expertise of staff with specialized knowledge

Demonstrated Maintenance Expertise

5 = highly competent, as evidenced by; high quality property maintenance portfolio, highly recommended by references, extended longevity of clients, high quality on-site observation

4 = between 3 & 5

3 = competent, as evidenced by; average quality portfolios, average references, average longevity of clients, average on-site observation

2 = between 1 & 2

1 = limited competence, as evidenced by limited quality property maintenance portfolio, poor recommendations of references, short-term longevity of clients, poor quality on-site observation

Demonstrated Irrigation Expertise

5 = highly competent, as evidenced by; numerous staff certifications, regular ongoing training, experience with irrigation, experience optimizing weathertrak, references, on-site observation

4 = between 3 & 5

3 = competent, as evidenced by; as evidenced by; few staff certifications, limited ongoing training, limited experience with irrigation, limited experience with weathertrak, references, onsite observation

2 = between 1' & 2

1 =limited competence, as evidenced by; as evidenced by; no staff certifications, no ongoing training, no experience with irrigation, no experience with weathertrak, references, on-site observation

MGM

MGM Landscape& Maintenance

P.O Box 1036 Port Hueneme, Ca 93044 (805)844-5628 mgmlandscape@yahoo.com CL#1003942 Proposal: 0831

Date:11-14-16

Customer Information:

Job Address:		Billing Addre	SS:
		Company:	West Campus Point HOA
Name:	West Campus Point HOA	Name:	
Address:		Address:	3944 State Street, Suite 200
City/State/Zip	Goleta, CA 93117	City/State/Zip	Santa Barbara, Ca 93105

Adding the hedges to the contract 2017

Maintenance

Mannenance	Job Description		
Existing Contract	Existing contract is \$4,950.00 monthly without the hedges.	A Maria Mari	\$4,950.00
Proposal	\$700.00 monthly EXTRA to add the hedges to the contract. Once it is approved, I will send a revised contract at the end of the year.		\$700.00
1 year contract	1 year contract from day signed- No exceptions- I will amend the 30 day notice of termination on existing contract and update 2017 contract once approve.		
·			
		:	
		2017 Maintenance	\$5,650.00 monthly



P.O. Box 1036 Port Hueneme, Ca 93044 off (805) 844-5628 Cell. (805)796-1581 Ca Contractors License # 1003942

MGM Landscape Maintenance Proposal and Agreement

Date: 11-06-2015

To: WEST CAMPUS POINT HOMEOWNERS' ASSOCIATION

Re: West Campus Point HOA

Thank you for the opportunity to provide you with a bid for the landscape maintenance at West Campus Point Homeowners' Association (WCP), Goleta, CA. I appreciate the time.

The following issues are very important to MGM Landscape to provide:

- Proactive, professional, and cooperative landscape management.
- Monthly written site inspections with a West Campus Point representative.
- No power or gas equipment will be turn on before 8:00 am at all times. (NO EXCEPTIONS)
- Complete irrigation monthly report and update Irrigation maps as we go.
- E-mail pictures on weekly basis on areas worked on that week (BEFORE AND AFTER)
- Combine garden restoration with normal maintenance hours (Association to pay materials)

After reviewing your needs I propose the following man power to maintain your grounds.

- -1 ½ Gardener (60) hours a week-No extra for special projects using employees on site.
- Supervision performed by Miguel Gutierrez (Owner and account manager) as needed.
- Gardeners on site provided with cell phone for quick response and 24 hour emergency service
- Daily site visits by supervisors- The cost for the above proposal is \$4,950.00

Landscape Maintenance Specifications and Agreement

Contractor's Responsibilities

1. Contractor will (a) use appropriate devises and technique to protect persons and property when performing its work, (b) maintain applicable license and permits (c) pay required taxes, (c) provide works compensation, unemployment insurance and any other insurance required by law and (d) carry liability automobile insurance. MGM is responsible for all damaged, theft or vandalism of MGM equipment on West Campus Point premises. That includes equipment inside Shed provided by the WCP HOA. All new planting by MGM will have a 90 day life guarantee and replace at no extra charge.

Work

- 1. MGM Landscape (Contractor) will furnish labor, materials, equipment, and supervision to maintain the landscape. Landscape will be maintained in the manner described by this Contract and specifications. All hedges around homeowner patios and common areas and all homeowner backyards are excluded.
- 2. Includes: All repairs of broken sprinklers and lateral irrigation lines, all chemicals to control weeds and diseases on all plants. It includes all labor and materials. And In case of emergency MGM will haul away any debris or trash that is a liability to pedestrians or cars. To prevent having piles over the weekend. All green waste deposited in dumpster or taken off site, with no overnight piles.
- 3. Extras: broken mainlines, valves, wire tracing and special projects.
- **4. Water management:** MGM Landscape is trained with the latest technologies. Each week, the crew will spot-check your property for signs of irrigation problems. These may include plants or lawns showing signs of drought stress, excessive watering or broken sprinkler heads. The crew will make minor repairs to correct such problems. We will adjust the irrigation controllers often, with programming based upon weather, season and type of plant material being irrigated.

Mowing

Lawns are maintained on a weekly schedule. All sprinklers, tree and fences should be edged the day of mowing, unless requested different from authorized personnel. Mowing schedule: Mondays (ONLY)

Days can be changed by HOA request.

<u>Edging:</u> Along sidewalk, curbs and lawns will be maintained twice a month or as needed. Groundcovers will be edged to control spreading over landscapes, curbs and formal borders.

<u>Trees, Weeds</u>: trimming up to 12' high is included with the reach of the pole pruner. Remove all suckers and dead branches on a regular basis to enhance appearance and promote natural form. All trees spraying are extra and should be done by an arborist. <u>MGM is responsible for all the weeding throughout complex common areas.</u>

<u>Blowing:</u> All hardscape areas are included, driveways, front path entrances, pathways, sidewalks, common areas, artificial lawns, rock gardens are included.

Homeowners Irrigation: Repair all broken sprinklers and lateral lines are included.

<u>Fertilizer:</u> Apply appropriate fertilizer to lawns and plants at least twice a year. Contractor will use best judgment unless requested otherwise by Management Company or authorized personnel.

<u>Planter beds</u>: All common areas are included. Groundcover beds will be maintained reasonably free of weed using herbicides and hand weeding. Remove all excessive leafs to maintain a neat appearance.

<u>All Carport vines area included, trimming and irrigation for appropriate coverage.</u>

<u>Monthly Reports</u>: A site inspection will be done on a regular basis and a report will be generated on a monthly basis. Site inspection will require a West Campus Point representative.

<u>Client Responsibilities:</u> Client will identify landscape property lines by" walk- through", provide site maps, and pay and provide utilities.

<u>Terms</u>: This contract will begin on <u>December 15, 2015</u> and continue until 30 days after either party has received written notice of cancellation. Work performed prior to beginning date will be prorated, based on the percentage of the month worked. This contract must be accepted within thirty days of offer in order to be valid. Should Landscape conditions deteriorate between offer and turnover dated, a separate contract agreement may be needed to cover cleanup cost. **Contractor** is not responsible for work delays or damaged due to acts of God, Client, Public utilities or events or circumstances beyond contractors control. Vandalisms and thefts are not responsibilities of the contractor.

<u>Payment</u>: Client will pay contractor the sum of \$4,950.00 for performance of this contract. Separate contract and agreements will be billed separately as a single lump sum or as accrued under time and materials. All extras shall be approved by client in writing. If the contractor is not paid within 30 days of billing, contractor may consider materially breached, stop work and remain idle until full payment is received. Invoices are due by the 10th of each month. 4% increase after 2 years

<u>Holidays recognized</u>: New year's Day, Labor Day, 4th of July, Memorial Day, Christmas, Thanksgiving, Good Friday and Presidents Day, Veteran's Day

<u>Rainy Days</u>: Contractor will do its best on rainy days, No prorating of lost time. Contract based on 20 hours a week.

<u>Legal Fees</u>: any controversy or claim arising out of or relating to this agreement or the breach thereof will settled by arbitration in accordance with the rules of American arbitration association, and judgment upon the awarded rendered by the arbitrators may be entered in any court having jurisdiction thereof. The no prevailing party to the arbitration agrees to pay to the prevailing party all cost and expenses of the arbitration in incurred by the prevailing party, including, but not limited to, reasonable attorney fees for all legal, deposition, witness fees, travel and lodging. Any other expenses incurred with connection with this arbitration, And if the prevailing party should recover judgment in any action or proceeding, the cost, expenses and any attorney fees should be part of the judgment.

<u>Entire Agreement</u>: We Have Read the terms and understand all items in this contract. This contract constitutes the entire agreement and understanding by the contractor and homeowner or authorize person. This contract may be amended, modified or supplanted in writing executed by both parties. This document is a **Proposal until signed** by contractor and owner or authorized signer.

Hours of Operation: Monday thru Friday 7:00 am to 3:30 pm.

Please sign for approval:

Contractor Name: Miguel Gutierrez, DBA MGM Landscape

Authorized Signature:

Date: //-/0-/5

WEST CAMPUS POINT HOMEOWNERS' ASSOCIATION

Authorized Signature:

Association President

Date: Nov. 6 2015

Thank you sincerely for your consideration, and please don't hesitate to contact me with any additional concerns or questions (805) 844-5626

Kitson Landscape Management, Inc. ®

commercial landscaping since 1969

5787 Thornwood Drive, Goleta, California 93117 • 805 681-7010 • FAX 805 681-9460 • www.kitsonlandscape.com

LANDSCAPE MAINTENANCE AGREEMENT

Site Name: <u>West Campus Point Homeowner's Association</u>	Date: October 8, 2016
Site Location: 900 West Campus Lane	Goleta, CA 93117
Property Manager: <u>Dave Russo of Bartlein & Company, Inc.</u>	Contact Phone: (805)569-1121 x 250
Mailing Address: 3944 State Street #200	Santa Barbara, CA 93105

I. GENERAL

Kitson Landscape Management, Inc. agrees to provide the weekly landscape maintenance services as indicated below. West Campus Point agrees to pay to Kitson Landscape Management, Inc. the amount of \$8,000.00 per month in exchange for 56 man hours per week to maintain the common areas	į
of the property. The start date of this annual agreement commences on, 2016 ar runs through, 2017.	ıd

- > Kitson Landscape Management, Inc. enters into this agreement as an independent contractor and no employer-employee relationship does or shall exist.
- > Kitson Landscape Management, Inc. is responsible for all maintenance gardener-related debris removal and recycling. You do not need green waste bins on site, as we will take it away with us each visit.
- > Items furnished by Kitson Landscape Management, Inc. at no additional charge include uniformed labor, well-marked vehicles, equipment, tools, fertilizers, herbicides, and licenses.
- > No on site storage is required.
- > Consultations by an ornamental horticulturist and certified arborist are complimentary.
- Our after-hours emergency phone number is answered 24 hours a day and 7 days a week.
- Rain days and holidays are not pro-rated for lost time on site. KLM will do its best to reschedule and make up time lost on site, but hours are not guaranteed to be recuperated 100%.
- > If at the end date of this contract term we have not received an extension or a letter stating that the contract will not be extended, this contract will roll over into a month-to-month agreement according to the terms of the renewal letter, until both parties sign an extension.
- > Either party reserves the right to terminate this agreement upon 60 days written notice.
- > Payment terms: net 30 days. A late fee of 1.5% per month will apply for past due invoices.

II. LAWN MAINTENANCE

>	Mow with mulching mowers at correct height as species and season dictate (Weather permitting.)	:() as needed (X) <u>1</u> time per <u>weel</u>
≻	Edge:	(X) as needed () time per week.
≻	Automated watering:	(X) as needed () tlmes per
≻	Fertilization with a complete slow release fertilizer:	(X) as needed ()times per year.
\triangleright	Broadleaf weed control:	(X) as needed () times per
≻	Restrict growth in adjacent areas, such as open ground or other planted are	
\triangleright	Re-seeding and re-sodding will be completed as needed and billed on a "Tir	ne and Materials" cost basis.

II.	GF	ROUND COVERINGS		
	<u> </u>	Automated watering:	(X) as needed	() times per
	>	Fertilization with a complete slow release fertilizer:	() as needed	(X) 2 times per year.
	A	Weed control using selective herbicides:	. ,	. —
		and hand weeding tools as per current I.P.M. standards:	(X) as needed	() times per
	\triangleright	Pest control measures using I.P.M. standards:	(X) as needed	() times per
	\triangleright	Trim and edge within outer curb lines and away from shrubbe	ry and structures a	as appropriate, in the most natural
		form possible within the time permitted on site.	•	
IV.		<u>SHRUBS</u>		
	\triangleright	Trimming to maintain desired form and health:	(X) as needed	() times per
		Automated watering:	(X) as needed	() times per
	\triangleright	Fertilization with a complete slow release fertilizer:	(X) as needed	(X) <u>2</u> times per <u>year</u> .
	\triangleright	Apply liquid iron &/or foliar fertilizer to obviously nutrient		
		deficient plant material:	(X) as needed	
		Weed control using current I.P.M techniques:	(X) as needed	
	>	Pest control measures using I.P.M. standards:	(X) as needed	() times per
	>	Remove dead or unsightly branches as discovered.		
	\triangleright	Prune to maintain a 1' minimum space between all shrubbery,	buildings, and fer	nces to preserve paint and provide
		access to perimeter.		
17		VINEC		
V.		<u>VINES</u>	00 11	
		Prune to shape and train as desired:		() times per
	^	Automated watering:	(X) as needed	
	^	Pest control measures using I.P.M. standards:	(X) as needed	() times per
	A	Fertilization with a complete slow release fertilizer:	(X) as needed	(X) 2 times per <u>year</u> .
	A A	Maintain fastened to supporting structures. If additional hardw Hard prune as agreed upon to promote fresh new growth. No		
		time and older vines may not always fully recover. In this cas		
		title and older villes may not always fully recover. In this cas	e contractor will fi	o be responsible for replacement.
VI.		TREES		
•	>	Remove broken branches and low-hanging limbs, as needed d	luring regular mair	ntenance visits
	•	12-foot height maximum per insurance restrictions. Work to be		
	\triangleright	Prune to maintain a 7-foot clearance above all thoroughfares.		
		undesirable growth as discovered.	,	
	\triangleright	Newly established trees under 12' will be pruned for structure	in the winter mon	ths if deciduous. Evergreens under
		12' will be thinned only when necessary to minimize wind dam	age throughout th	ne year.
	\triangleright	Stake and secure as needed. Storm or wind damage repair to		
	\triangleright	Fallen limbs will be disposed of when discovered during regula	r site visits. If cha	ainsaw work is required it will be
		billed as an Extra.		
	\triangleright	Pest problems will be evaluated on a per tree basis and billed		
	\triangleright	Giant Bird of Paradise spent flowers that can be reached from	the ground with a	pole saw will be removed when
		sap begins to become a concern.		
	\triangleright	Trees over 12' tall shall be pruned by a professional, licensed a	arborist. Proposal:	s prepared upon request of client
		or at KLM managers discretion.		
		Palms must be pruned each fall to prevent seed drop. KLM wi		
		site. If seeds are not removed annually the board understand	s that palm volunt	eers are very time consuming to
		remove.		
	_	Automated watering:	(X) as needed	() times per
	>	Fertilization with a complete slow release fertilizer:	(X) as needed	(X) 2 times per <u>year</u> .
\		DECTC		
VII.		Minor invertebrate pects including spails to be controlled using	. • · · ·	
	12	INVESTIGATION OF THE PROPERTY	ia current Integral	roa wort Managamont tachniquae

- Minor invertebrate pests, including snails, to be controlled using current Integrated Pest Management techniques. Backpack sprayers will be used if chemical use is warranted at no extra charge. All snail bait is Organic and pet safe. If larger equipment is required for the treatment of unusually large pest infestations (such as with the Giant Mexican Whitefly, Oak Moth, Pear Saw Fly, Sycamore Mildew, etc.) Client representatives will be presented with a proposal outlining a plan of action and the additional charges that will be incurred.
- Sophers will be trapped as part of the regular maintenance in improved areas only. Rabbits, raccoons, squirrels, opossums, and other vertebrate control are not included in this contract.
- > SDS are available upon request.

- Annual notification letter regarding Prop 65 and pesticide usage potential dates will be mailed annually to the board.
- > Any spraying of herbicides or pesticides will be posted 5 days in advance at kiosks on the property.

VIII. SURFACE DRAINS

- Snaking of drains and testing of drain function is not included.
- > KLM is not to be held liable for any drainage/water intrusion issues on the property.

IX. HARDSCAPE

- > Common walkways and sidewalk areas are to be cleaned by a gas powered blower to remove any landscaper generated debris and natural leaf drop. This cleaning does not include tile cleaning, removal of mineral buildup or staining, or power washing. Surface drains to be kept free of debris, mud, and leaves.
- > Curbs, sidewalks, pavers, and hardscape to be kept weed free with the use of a systemic herbicide application up to the perimeter walls.
- > Litter removal to include garbage, bark, cigarettes, pet droppings, soil, and mud.
- Mulch, decomposed granite (DG), gravel, or concrete pathway repair is available upon request and is billed as an Extra.
- > Complete leaf clipping removal inside of planter beds from under shrubbery is not normal practice. This drop is considered natural mulch, which breaks down and improves microbial activity and soil structure.
- > Staining from fruit or seed drop shall not be the responsibility of the landscape crew.

X. IRRIGATION

- > Maintain irrigation system in good working order. Minor adjustments and monthly irrigation system testing will be completed at no extra charge.
- Minor irrigation problems will be solved and repaired when found. Kitson Landscape Management, Inc. will be reimbursed by the client for irrigation replacement materials/labor costs for these repairs.
- Evidence of vandalism or animal damage will be reported.
- Maintain automatic systems and adjust time clocks as needed. Valve zone map must be provided. If it is not provided KLM will make a valve map and bill for the time as an Extra.
- Owner's representative will be aware of how to turn off the irrigation main in case of emergency. Our office is to be alerted to any changes made to the system as soon as possible so that we may respond or adjust the irrigation as needed. We are available for emergency shut downs and repairs 24 hours a day. These shut downs are billed as an extra at KLM prevailing emergency work rates.

XI. MANAGEMENT SITE VISITS

A Kitson Landscape Management, Inc. Account Manager shall make a comprehensive inspection of all areas at least monthly. Owner's representative(s) are very much encouraged to accompany the supervisor and visits shall be with reasonable advance notice or at a regularly scheduled time.

XII. EXTRA SERVICES, ETC.

Additional work not specified in this contract as requested by site representatives shall be performed based on a "Time & Materials" basis at prevailing Kitson Landscape Management, Inc. hourly rates (M-F). Current rates for basic services are as follows (subject to change):

The state of the s							
Mulch Application	\$40/hr	Irrigation Technician	\$50/hr				
Irrigation Specialist	\$58/hr	Landscape Installation	\$48/hr				
Chainsaw Work	\$50/hr	Tree Work by Arborist	per proposal				
Consultations by a Horticulturalist and/or Arborist =complimentary							

- > Kitson Landscape Management, Inc. labor hours are calculated to include breaks as required by state law and travel time.
- > "Acts of God", storm damage, accident repair, and vandalism that cannot be repaired during routine maintenance to be billed as an Extra.
- > Kitson Landscape Management, Inc shall not be responsible for scratched cars or broken glass, i.e: building windows, car mirrors, etc.
- ➤ Plant division, mulching, soil grading/removal, transplanting, and plant relocation is not part of regular routine maintenance and shall be considered an Extra.
- > Open ground cultivation or beneficial insects are not included.
- Lighting checks or replacement of bulbs are not included in this proposal. KLM will not be held responsible for any broken fixtures on site.

XIII. INSURANCE

> Kitson Landscape Management, Inc. holds all necessary insurance for Workers' Compensation, Automobile Liability (\$1 Million), General Liability (\$2 Million), and an Umbrella Policy (\$3 Million).

XIV. LICENSES

- Kitson landscape Management, Inc. obtains all licenses and permits as required by law for the performance of services:
 - ✓ Contractor's License C-27 (Landscaping) #543195
 - ✓ State of California Department of Food & Agriculture —Qualified Applicator Certificate #25449 (Required by law for <u>any</u> pesticide application, including organic pesticides and RoundUp®.)
 - ✓ Goleta Business License #12191
 - ✓ Santa Barbara Business License #43117

XV. CERTIFICATIONS

- > Kitson landscape Management, Inc. currently holds the following certifications which are **optional** to the trade:
 - ✓ Green Gardeners- KLM employs more Green Gardeners than any other company in Goleta/S.B.
 - ✓ County of SB Certified Green Business
 - ✓ Certified Arborists and Master Arborists on staff
 - ✓ Certified National Woman Business Owner's Corporation #RCPS5465
 - ✓ Sexual Harassment Prevention Compliance Trained
 - ✓ Crew Leaders are CPR and First Aid trained
 - ✓ Certified Landscape Irrigation Auditor ID#10455 on staff
 - ✓ CLCA Certified Water Mangers on Staff
 - ✓ GWD Reclaimed Water Certified Users







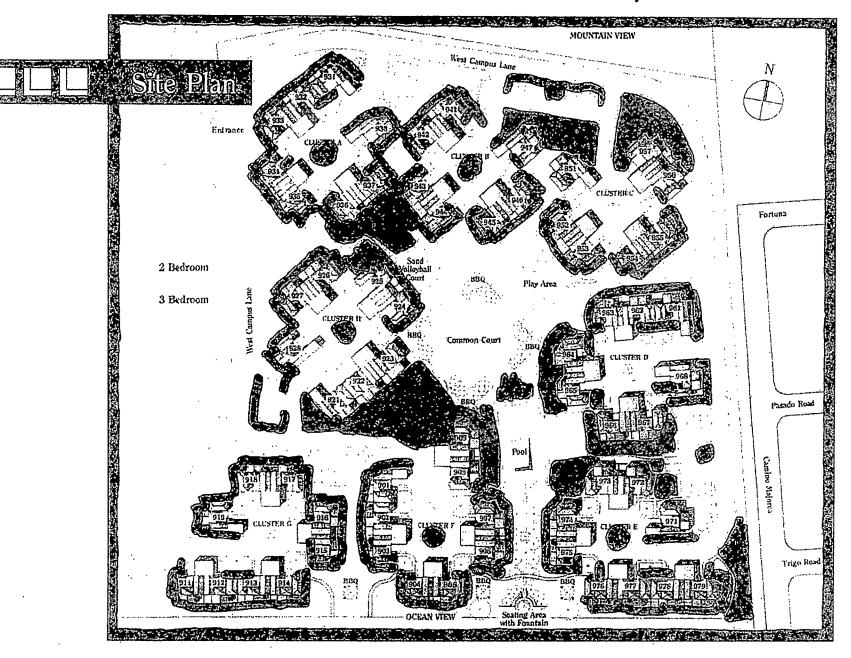






This	This agreement is accepted and entered into on this day of,					
by .	representing	and				
by_	representing Kitson Landscape Management, Inc.					

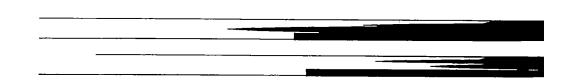
Kitson LANDSCAPE "MUICH" DIAGram.





PO BOX 60912 • SANTA BARBARA • CA • 93160

FAX (805) 967-7910 PH (805) 967-3939 TOLL FREE (866) CICILEO



October 3rd, 2016

This agreement is made by and between:

West Campus Point HOA 901 – 979 W. Campus Point Lane Goleta, CA 93117 daver@bartlein.com

Hereinafter referred to as "CLIENT", and

Cicileo Landscapes, Inc. P.O. Box 60912 Santa Barbara, CA 93160-0912

Hereinafter referred to as "CONTRACTOR".

The CLIENT and CONTRACTOR agree as follows:

1. CONTRACTOR shall, as an independent contractor, furnish all labor, <u>basis</u> <u>materials</u> and equipment necessary to perform and complete the work described below to the satisfaction of the CLIENT or their designated representative.

2. The CLIENT shall pay the CONTRACTOR the sum of: \$7,405.00 (Seven Thousand Four Hundred Five Dollars) per month, bid dated October 3rd, 2016, for said property as full compensation for the performance of the work contemplated and embraced in this agreement. CONTRACTOR warrants that performance under this agreement shall be completed by personnel having adequate training, skill and experience for the particular work, plus supervision.

CONTRACTOR shall provide a total of: SIXTY (60) Man Hours Every Week, including supervision, to ensure the completion of the job as described in this contract. It may be necessary to perform additional work throughout the year for large projects and hedge trimming, above and beyond basic maintenance, or additional maintenance time may be needed during the more rapid growing times of the year.

- 3. CONTRACTOR may use employees, agents and subcontractors for required services, in conformity with the terms and restrictions of this agreement. CONTRACTOR shall be responsible to obtain and employ a level of skill and experience in such services as necessary to maintain the standard of performance required by CLIENT.
- 4. CONTRACTOR shall be responsible for filing such state and federal earning statements and pay such taxes as may be required resulting from earnings under this contract.
- 5. CONTRACTOR shall defend, indemnify and save harmless the CLIENT, their officers, agents, and members from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments, or liabilities arising out of this agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission on the part of the CONTRACTOR, his agents, or employees, or others, directly responsible to him, except those claims, demands, costs, damages, expenses (including attorneys' fees), judgments, or liabilities resulting solely from the negligence or willful misconduct of the CLIENT or any designated representative.

In any action to enforce the terms of this agreement the prevailing party will be entitled to re cover reasonable attorney fees and costs.

- 6. CONTRACTOR shall procure and maintain required insurance coverage and contractor licenses. CONTRACTOR shall provide CLIENT or their agent if any, with certificates of insurance evidencing such required coverage upon request.
- 7. This agreement is binding upon and shall insure to the benefit of the CLIENT, as well as the CONTRACTOR. Neither the CONTRACTOR nor the CLIENT shall assign or transfer their interest in this agreement without the prior written approval of the other. CONTRACTOR shall use no personnel that have been disapproved of by the CLIENT to provide any services under this agreement.

8. CONTRACTOR shall submit to the client a monthly statement for services rendered during that month. (An invoice will be mailed to you by approximately the first of each month for services rendered the prior month. Payments are due upon receipt of your invoice and/or statement, but no later than the tenth day of the month following service). A service charge of 1½% per month but not to exceed the highest amount lawfully allowed by the state, will be made on all past due accounts.

9. CONTRACTOR agrees to perform the following:

- A. Irrigation systems will be utilized to ensure efficient use of water throughout the year, if applicable. Owner responsible for water and water related bills.

 Minor repairs such as broken risers & emitters will be included within the regular maintenance activities.
- B. All areas shall be kept free of weeds as possible by pulling, hoeing, cultivation and/or the use of weed killers and pre-emergence, as needed. **Basic Materials** included within this contract.
- C. All ground cover, shrub areas, and planted areas will be cultivated if necessary to keep the areas free of weeds as possible, and promote vigorous plant growth.
- D. All driveways, walkways, trash areas, and parking areas will be kept as free of debris as possible by the landscape maintenance operation. CONTRACTOR AGREES THAT WATER WILL NOT BE USED FOR THESE PURPOSES, unless authorized by managing agent or property owner.
- E. Lawns will be moved and edged to maintain an aesthetically pleasing appearance, while maintaining healthy, vigorous growth, if applicable. Cutting height will be adjusted by season. Reseeding or sodding of lawns will be provided as an extra to this contract, upon request and as needed.
- F. All shrubs and ground cover will be pruned back, trimmed, kept out of the trees, as well as pruned, edged and kept away from the house and other shrubs and trees, as needed. Pruning shall be completed by hand to keep the natural shape of the trees and shrubs where necessary or preferred.
- G. Drains and swales will be cleaned, cleared and reworked as necessary to provide uninterrupted water flow.
- H. If necessary, stakes will be removed as necessary to prevent damage to trees and aid in the development of root growth. Trees will be staked and/or pruned upon request or recommendation from Cicileo Landscapes, Inc., as an extra to this contract.
- I. All debris generated by the landscape maintenance operation will be hauled off-site each service day. Green cans on premises will be used and excess will be hauled away if applicable.
- J. Irrigation systems will be checked as possible, if notice of leak is present.

 Minor repairs such as broken risers & emitters will be included within

- the regular maintenance activities. Upon CLIENT authorization, additional repairs to the irrigation system such as valves, timer, mainline, etc. will be completed promptly, and the cost will be billed as an extra to this contract.
- K. All lawns, shrubs, plantings and ground covers will be fertilized on a quarterly basis. Basic Materials included within this contract.
- L. Basic chemicals such as pesticides, herbicides, snail bait, gopher traps, gopher bait or other materials will be utilized as needed, and usage will be within strict accordance of the written instructions for the use of such materials.

 Basic Materials included within this contract.
- M. CONTRACTOR will operate manual sprinklers and/or drip systems each visit to help provide irrigation of non-automated landscape areas if applicable.
- N. If raining, maintenance teams may often still visit your property to perform cleaning and clearing of drains and swales to prevent flooding and erosion problems as possible. Otherwise, rain days and holidays (if they fall on your maintenance day) will be made up the next available day. Rain days and holidays shall not be credited or banked.
- o. CLIENT will be responsible in the event that a rodent problem arises; proper rodent control methods shall be implemented to ensure a healthy environment by CLIENT, or however preferred.
- P. Trees, shrubs and hedges up to 12' feet will be trimmed and pruned back and away from the buildings as needed, to develop and maintain acceptable structure. Trees, shrubs, and hedges over 12' feet will be pruned upon request as an extra to this contract.
- 11. CONTRACTOR agrees to meet at any time with CLIENT or their agent to review work programs, make decisions pertaining to design or replacement of plant materials in any area where necessary, make recommendations for tree work, and/or provide suggestions for alternative plantings in problem areas. CONTRACTOR suggests at least an every-other-month, if not monthly, walkthrough of the property to ensure the job is to the satisfaction of the CLIENT or AGENT.
- 12. CONTRACTOR will provide a written or verbally agreed to proposal for any extra projects that are not included within the scope of this maintenance contract, or if requested, CONTRACTOR will provide service on a time and materials basis.
- 13. CONTRACTOR will receive and take direction only from the CLIENT, the CLIENT'S contact person, or their representative.
- 14. This contract shall commence upon acceptance. There shall be a possible annual cost of living increase, after the first year.

Termination by either party requires a written notice 30 days in advance.

Our operators are under your instruction and will make every effort to protect and avoid damage to underground utilities, but we will assume no responsibility for damages, where not exposed, by the customer.

Cicileo Landscapes, Inc. is a member in good standing, of:

The California Landscape Contractors Board

Green Gardener Certification Program

The Santa Barbara Better Business Bureau

Cicileo Landscapes, Inc. is fully insured by:

Delos Insurance Company (Workman's Compensation)
Nationwide Mutual Insurance Company (Auto)
Saint Paul Mercury Insurance Company (General Liability)

Cicileo Landscapes, Inc., Representative

P.O. Box 60912 Santa Barbara, CA 93160

State Landscape Contractor's License #C27-518485
General Contractor's License #B1-518485
CA Dept. of Pesticide Regulation Qualified Applicator's License #118486

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You are hereby authorized to furnish all materials and labor required to complete the work mentioned in this Maintenance Proposal (pages 1 to 5), and according to the terms thereof, I/we have read and agree to the provisions contained in this proposal, and in attachments hereto.

Signature

Date





TRIVALLEY LANDSCAPES LLC

35W Majnst suide B#4152 Ventura, CA 93001 Cell. 805.535-0119

MAINTENANCE SERVICE CONTRACT

THIS AGREEMENT IS BY AND BETWEEN TRIVACTEV LANDSCAPES HEREAFTER CALLED "CONTRACTOR" AND OWNER OR OWNER SAUTHORIZED REPRESENTATIVE.

PROTECT NAME: West Campus Point Homeowners Association

PROJECT REPRESENTATIVE: DAVE RUSSO

CONTRACTOR AGREES TOURSOVIDE ALL LABOR, SUPERVISION, TOOLS AND EQUIPMENT NECESSARY TO MAINTAIN THE LANDSCAPED AREAS WITH THE FOLLOWING SPECIFICATIONS AND CONDITIONS:

- 1: GENERAL: The owner will continuously provide and pay for ittliffes such as water, fower, on site trash container; and provide a storage area, contractourrounds send. Contractourrounds and owner have for additional plant materials and annual color, contractor shall survise, fertilizer and chemicals for weed and insect control at no cost. Contractor also courantees all new plants for 90 days.
- 2: SITE INSPECTION Inspections of the grounds covered by this agreement shall be made by contractor and owner. This stip inspection will be documented by a written report.
- 3. WATER-OWNER WILL PROVIDE AND ENSURE CONTINUOUS FLOW FOR THE FOLLOWING:
 - 3a.AUTOMATICIRRIGATION WILLEUN DWA SCHEDUTED BASIS TO PROMOTE HEALTHY GROWTH. THE CONTRACTOR WILL BE. ADJUSTING AUTOMATIC CONTROLLEUN SED ON CHANGES IN SEASONAL PAINTALL AND TEMPERATURE.
 - 3B.MANUAL TRRIGATION will be applied by the contractor to promote healthy growth using the same criteria above.
 - 3c.HAND WATERING of Landscaped areas not covered by either manual or automatic sprinkler systems will be the responsibility of the Contractor.
- 4. BIANNUAL SYSTEM CHECK ALL TRIGATION SYSTEMS WILL BE CHECKED BIANNUALLY TO ENSURE PROPER AND EFFICIENT WATERING
- 5. IRRIGATION REPAIR CONTRACTOR IS RESPONSIBLE TO REPAIR TRAIGATION LATERAL SYSTEMS (ANY IRRIGATION PART AFTER THE VALVE)
 - 5a.EXTRA- Mainline, valves, wiring, controller work; system upgrates or improvements will be billed on a time and material basis as an extra cost. If the cost of such repairs or improvements is under \$250.00, a verbal approval is required to complete the work. However, if the repairs or improvements exceed \$250.00, a Work Order request will be sent to the owner with an estimated cost and must be approved and signed before commencing work.

- 6 HARDSCAPED AREAS SHALL BE CLEANED OF DEBRIS ON A REGULAR BASIS
- G. GROUND COVER AND SEASONAL COLOR MAINTENANCE WILL BE IT RIMMED WHERE WEEDED (TREES; SHRUES, SIDEWALKS etc.). Beds will be weeded and cleaned on a requiar basis 10 maintain a neat and presentable are early comparison.
- 8. MOWING LAWNS-tomaintain a neat and clean appearance and to promote healthy growth. The grass shall be foodd: ARCIND ALL TREES, SPRINKLERS, VENCES, LIGHTS, ETC. AFTER MOWING AND EDGING, THE CLIPPINGS SHALL BE CLEANED TROM THE HARDSCAPE. LAWNS WILL BE DETHATCHED ON AN ANNUAL BASIS DEPENDING ON TYPE OF GRASS.
- 9. TREES, SHRUBS AND VINES PROVING, TRIMMING AND TRADING OF SHRUBS, TREES AND VINES WILL BE DONE ON A REQUIRACE ASSESTO MAINTAIN A NEAT APPEARANCE AND SHAPE, AND TO PROMOTE HEALTHY GROWTH. WORK WILL INCLUDE REMOVAL OF DEAD, DISEASED AND i disórientén bránchés. Existing staking offirhes wil jede chécked regularly and chánged as nieded to fermit healthy hadnk growth. And to prevent damage.
 - « PAEXTRA Pruning de trees above (20) is not rekpormed by contractor. Contractor can provide names of arborists.
- 10: TERTILIZER: Videre Applied As necessary (a minimum de 4 daes avear) to maritar healthy growth. Application will be DETERMIND BY TO DE AND CONDUTION OF PLANTS AND TIME OF STAK, IANT PREASISTING COUDT TONS THAT ARE DETRIMENTAL TO PLANT OR STAKE ARENOTTHE RESPONSIBILITY OF THE CONTRACTOR
 - JI. INSECTS DISEASE WEEDS WILL BE CONTROLLED ON TREES, SHRUBS, GROUND COVERS, AND IN LAWNS. CONTROL OF THESE WILL BE acconflished through integrated pest management (ipm). Any pre-existing condutions that are detrimental to plant growth are. NOT THE RESPONSIBILITY OF THE CONTRACTOR. The specified was a second of the second
 - 11x1EXTRA-Trefespraynous not performed by contractor. Contractor can provide names of companies who can-

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which is a fact of the many or with

- 12/WORKING DAY SCHEDULE REGULAR WORKING SCHEDULEIS MONDAY THROUGH FRIDAY FROM 7:00 A.M. TO 3:30 P.M. CONTRACTOR RECOGNIZES AND PAYS EMPLOYEES THE FOLLOWING HOLYDAYS:
- PRESIDENT'S DAY, MEMORIAL DAY, 4th of July, Labor Day, Veteran's Day, Thanks civing, Christmas & New Year's No pro-kating of hill for lost time is allowed due to rain
- 13. EXCLUSIONS. The contractor wall not here sponsible for vandalism, there, adverse natural conditions, or any thing REVOND THE CONTROL OF THE CONTRACTOR CONTRACTOR CANNOT GUARANTEE THE HEALTH OR LIFE OF ALL PLANTS BEYOND THE FORAXS OF eľantino. The owner will not be responsible for any equipment belonging to the contractor that is stolen or vandálízed, on site:
- 14. WORK STOPPACE. THE CONTRACTOR SHALL HAVE THE RIGHT TO STOP WORK IT ANY PAYMENT SHALL NOT BE MADE TO CONTRACTOR. UNDER THIS AGREEMENT. THE CONTRACTOR MAY KEEP THE 10B IDLE UNTIL ALL PAYMENTS DUE HAVE BEEN RECEIVED. SUCH ACTION BY THE CONTRACTOR SHALL NOTY IN ANY MANNER, BE DEEMED A BREACH OF THIS CONTRACT BY THE CONTRACTOR.
- 15. INSUKANCE-INSUKANCE SHALL INCLUDE COVERAGE FOR WORKERS COMPENSATION IN ACCORDANCE WITH CALLEGRINA LAW AND COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, WITH LIMITS OF NOT LESS THAN \$2,000,000 FOR A SINGLE OCCURRENCE, \$4,000,000 IN THE AGGREGATE. CERTURGATES OF INSURANCE SHALL BE FURNISHED UPON REQUEST.
- 16. LEGAL FEES Any controversy or claim arising out of or relating to this agreement on the breach thire of will be settled BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND IUDOMENT UPON THE AWARD RENDERED BY THE ARBITRATIOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE NON-PREVAILING PARTY TO THE ARBITRATION AGREES TO PAY TO THE PREVAILING PARTY ALL COSTS AND EXPENSES OF THE ARBITRATION INCURRED BY THE PREVAILING PARTY, INCLUDING, BUT NOT LIMITED. TO, REASONABLE ATTORNEY'S FEES FOR ALL LEGAL COUNSEL, DEPOSITIONS, WITNESS FEES, TRAVEL AND LODGING AND OTHER EXPENSE INCURRED IN CONNECTION WITH THE ARBITRATION, AND IF THE PREVAILING PARTY SHALL RECOVER JUDGMENT IN ANY ACTION OR PROCEEDING; THE COSTS, EXPENSES, AND ATTORNEY'S FEES SHALL HE INCLUDED AS PART OF THE JUDGMENT.
- 17. DEFAULT NOTICE IN the event that tems or conditions are to be corrected or remedied owner agrees to provide CONTRACTOR WITH ADEQUATE NOTIFICATION (30 DAYS) OF SAID TIEMS, OWNER FURTHER AGREES TO ALLOW CONTRACTOR ADEQUATE TIME (30days) to remedy those fiems or conditions.

6. HARDSCARED AREAS SHALL BE CLEANED OF DEBRIS ON A REGULAR BASISY

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- GROUND COVER AND SEASONAL COLOR MAINTENANCE WILL BETRLORED WHERE HEEDED (TREES SHRUES) SIDEWALKS ETC.). BEDS WILL BELVEEDED AND CREATED ON A REGULAR BASIS TO MAINTAIN A MAT AND PRESENTABLE APPEAU ANCE!
- 8. MOWINGLAWNS-tomaintain a deatand citean appearance and to promote deaths erowni. The grass shall be ended to AROUND ALL TREES, SPRINKLERS, FENCES, LIGHTS, ETC. AFTER MONTHOUND EDGING, THE CLIPPINGS SHALL HE CLEANED FROM THE HARDSCAPE. LAWNS WILL HE DETHATCHED ON AN ANNUAL BASIS DIPPODING ON TYPE OF GRASS.
- 2. TREES, SHRUBS AND VINES PROVING, TRIMMING AND TRAINING OF SHRUBS, TREES AND VINES WILL HE DONE ON A REGULAR BASIS TO MAINTAIN A NEAT APPEAR ANCE AND SHAPE, AND TO PROMOTE HEALTHY GROWTH. WORK WILL INCLUDE REMOVAL OR DEAD, DISEASED AND DISORUNTED BRANCHES. EXISTING STAKING OF TRUES WILDER CHECKED REGULARIX AND CHANGED AS MEEDED TO PERMIT HEATTHY TRUNK OR OW HE AND TO PREVENT DAMAGE.
 - JAEXTRA Prujuno de trese above (20) is not reprokued by contractor. Contractor can ercycle names or arborists
- 10: TERTILIZER- Videns applied as decessary (a mandom of a diaes a year) to grant any healthick ergy in Application with his DETERMINED BY TO THE CONDITION OF PLANTS AND TIME OF THAT WAS IN THE PERSON OF THE PROPERTY OF THE PROPERTY OF THE PERSON OF THE ARENCETTE RESPONSIBILITY OF THE CONTRACTOR
 - IT INSECTS: DISEASE, WEEDS— will be controlled on these, shrubs, ground covers, and indamns. Control of these will be ACCOMPLISHED THROUGH INTEGRATED PEST MANAGEMENT (IPM). ANY PRE-EXISTING CONDITIONS THAT ARE DETRIMENTAL TO CONTINUE OF THE PROPERTY OF THE PRO NOT THE BEST ON SINGLE OF THE CONTRACTOR. or worders was a confi
 - I LILIEXTIKA TREESERAVINOIS NOT PERFORMED BY CONTRACTOR CONTRACTOR CAMPROVIDE NAMES OF COMPANIES WHO GAY. PERFORM THIS SERVICE.

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- 12/WORKING DAY SCHEDULE-REGULAR WORKING SCHEDULE IS MONDAY THROUGH FRIDAY FROM 7:00 A M. TO 3:30 P.M. CONTRACTOR RECOGNIZES AND PAYS EMPLOYEES THE FOLLOWING HOLYDAYS:
- President's Day, Memoriau Day, 4th of July, Labor Day, Veteran's Day, Thanks Giving, Christings & New Year's. NO PRO-RAUTIO OF HELL FOR LOST TIME IS AN LOWED DUF TO RAIN المراجع المعادية المعادية
- 13. EXCLUSIONS. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR VANDALISM, THEFT, ADVERSE NATURAL CONDITIONS, OR ANY THING. BEYOND THE CONTROL OF THE CONTRACTOR. CONTRACTOR CANNOT GUARANTHE THE HEALTH OR LIFE OF ALL PLANTS BEYOND THE SUBAYS OF ELANDNO THE OWNER WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT BELONGING TO THE CONTRACTOR THAT IS STOLEN OR VANDALIZED ON SITE: Take of the post of the least of the control of the
- 14. WORK STOPPAGE. THE CONTRACTOR SHALL HAVE THE RIGHT TO STOP WORK IF ANY PAYMENT SHALL NOT BE MADE TO CONTRACTOR. UNDER THIS AGREEMENT. THE CONTRACTOR MAY KEEP THE 10B IDLE UNTIL ALL PAYMENTS DUE HAVE BEEN RECEIVED. SUCH ACTION BY THE CONTRACTOR SHALL NOT, IN ANY MANNER, BE DEEMED A BREACH OF THIS CONTRACT BY THE CONTRACTOR.
- 15. INSURANCE INSURANCE SHALL INCLUDE COVERAGE FOR WORKERS COMPENSATION IN ACCORDANCE WITH CALLEGRAIA LAW AND COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, WITH LIMITS OF NOT LESS THAN \$2,000,000 FOR A SINGLE OCCURRENCE, \$4,000,000 IN THE AGGREGATE. CERTEICATES OF INSURANCE SHALL BE FURNISHED UPON REQUEST:
- 16. LEGAL FEES-Any Controversy or claim arising out of or relating to this agreement or the breach thireof will be settled BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE NON-PREVAILING PARTY TO THE ARBITRATION AGREES TO PAY TO THE PREVAILING PARTY ALL COSTS AND EXPENSES OF THE ARBITRATION INCURRED BY THE PREVAILING PARTY; INCLUDING, BUT NOT LIMITED, TO, REASONABLE ATTORNEY'S FEES FOR ALL LEGAL COUNSEL, DEPOSITIONS, WITNESS FEES, TRAVEL AND LODGING AND OTHER EXPENSIL INCURRED IN CONNECTION WITH THE ARBITRATION, AND IF THE PREVAILING PARTY SHALL RECOVER JUDGMENT IN ANY ACTION OR PROCEEDING, THE COSTS, EXPENSES, AND ATTORNEY'S FEES SHALL BE INCLUDED AS PART OF THE JUDGMENT.
- 17. DEFAULT NOTICE IN THE EVENT THAT ITEMS OR CONDITIONS ARE TO BE CORRECTED OR REMEDIED OWNER AGREES TO PROVIDE CONTRACTOR WITH ADEQUATE NOTIFICATION (30 DAYS) OF SAID ITEMS. OWNER FURTHER AGREES TO ALLOW CONTRACTOR ADEQUATE TIME (30DAYS) TO REMEDY THOSE ITEMS OR CONDITIONS.

TRI VALLEY LANDSCAPES, LC

354K Maiust anne 144152 Ventura, CA 95001 Cell 805.535-0119

MAINTENANCE SERVICE CONTRACT

This agreement is by and between Trivalley Landscapes hereafter called "Confractor" and owner or owner sauthorized heresentative:

PROJECT NAME: West Campus Point Homeowners: Association

PROJECT REPRESENTATIVE: DAVERUSSO

CONTRACTOR AGREES TO PROVIDE ALL LABOR, SUPERVISION, TOOLS AND EQUIPMENT NECESSARY TO MAINTAIN THE LANDSCAPED AREAS AND SPAIN MAINTAIN THE LANDSCAPED AREAS WITH THE FOLLOWING SPECIFICATIONS AND CONDITIONS:

- 1. <u>CENERAL</u>: The owner will continuously provide and pay for unities sugger, fower, on site trash container, and provide a storage area, contractor provides and diviner pays for additional plant materials and annual color. Contractor shall survish, perthizer and chemicals for which and insect control at <u>no cost</u>. Contractor also cuarantees all new plants for 90 days.
- 2. <u>SITE INSPECTION</u> Inspections of the grounds covered by this agreement shall be made by contractor and owner. This stiem inspection will be documented by a written report.
- 3. WATER-OWNER WILL PROVIDE AND ENSURE CONTINUOUS FLOW FOR THE FOLLOWING:
 - 3A AUTOMATIC TRRIGATION WILL BUY ON A SCHEDULED BASIS TO PROMOTE HEALTHY GROWTH. THE CONTRACTOR WILL BE ADJUSTING AUTOMATIC CONTROLLER HASED ON CHANGES IN SEASONAL RAINFALL AND TEMPERATURE.
 - 3B.MANUAL TRRIGATION WILL BE APPLIED BY THE CONTRACTOR TO PROMOTE HEALTHY GROWTH USING THE SAME CRITERIA ABOVE.
 - 3c.HAND WATERING OF LANDSCAPED AREAS NOT COVERED BY EITHER MANUAL OR AUTOMATIC SPRINKLER SYSTEMS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 4. BIANNUAL SYSTEM CHECK ALL BRIGATION SYSTEMS WILL BE CHECKED BIANNUALLY TO ENSURE PROPER AND EFFICIENT WATERING
- 5. IRRIGATION REPAIR CONTRACTOR IS RESPONSIBLE TO REPAIR IRRIGATION LATERAL SYSTEMS (ANY IRRIGATION PART AFTER THE VALVE)

5A.EXTRA: Mainline, valves, wiring, controller work, system upgranes or improvements will be billed on a time and material basis as an extra cost. If the cost of such repairs or improvements is under \$250.00, a verbal approval is required to complete the work. However, if the repairs or improvements exceed \$250.00, a Work Order request will be sent to the owner with an estimated cost and must be approved and signed before commencing work.

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35 W. Main Street Suite II #152 Vantura, CA 93001 P. 805.535.011911CH 980562 collin@trivalleylandscapes.com

Date: September 23, 2015

Project Address: West Campus Point, Goleta

This proposal is for the landseape maintenance at West Campus Point.

- 1 On-site gardener Shours/day 5days/week and 1 on-site gardener shours/day 4days/week for a total of 72hours/week
- · Wexepair sprinklers and lateral infigation lines at no cost.
- · Biannual irrigation inspection at no cost.
- · We fertilize 4times a year with general fertilizer at no cost.
- We can spray pesticides as need ab no cost
- · Monthly site inspection with HOA landscape committee
- Mowing lawns, trimming of shrubs, and light free frimming up to 15ft done as need as to type of plant and time of year.
- · Weekly clean up and blowing of hardscape, sidewalks and driveways.
- Trailer can be provide onsite for green waste
- · We supply a storage shed for on-site equipment. It can be painted to match HOA color.
- 3% discount on monthly billing

Total monthly cost \$6,235.00



35 W. Main Street Suite B.#152 Ventura, CA 93001 P. 805.535.0119 LIC# 980562 colin@trivalleylandscapes.com

Date: September 23, 2015

Project Address: West Campus Point, Goleta

This proposal is for the landscape maintenance at West Campus Point

- 1 On-site gardener 8hours/day-5days/week and 1 on-site/gardener 8hours/day 4days/week for a total of 72hours/week
- · Westepair sprinklers and lateral irrigation lines at no cost.
- Biannual irrigation inspection at no cost.
- We fertilize 4times a year with general fertilizer at no cost.
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- Trailer can be provide onsite for green waste
- We supply a storage shed for on-site equipment. It can be painted to match HOA color.
- 3% discount on monthly billing

Total monthly cost \$6,235.00

18. TERM OF THIS CONTRACT IS (1) YEAR FROM THE DATE BELOV	n' This contract is not automatically reveved, owner must be ruew contract and have the option of renewing or not revewing. This
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19 PAYMENTS - CONTRACTOR SHALL PROVIDE LANDSCAPE MA	ivienance service in conformity with this agreement, for the price of S
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Owner's Signatures

CONTRACTOR'S SIGNATURE

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PLOWBOY LANDSCAPES, INC.

805.643.4966

MAINTENANCE PROPOSAL

Date: Sept. 28, 2016

To: West Campus Point

Attn: <u>Dave Russo</u>

Re: Maintenance Proposal for West Campus Point.

Plow boy Landscapes, Inc. has changed and improved its Maintenance Program for you!

- We are like an "in house" maintenance landscape service. Only better! The only difference is you have us; a professional, managing your property.
- ❖ No extra charges!
- Plowboy includes all irrigation labor and parts in its base contract. If you upgrade a system, or if there is a mainline repair (mainline, valves, controller, wire); you only pay the wholesale part's cost directly to the vendor. The labor is included.
- Any fertilizers, chemicals, sprays, etc. are in the base contract. Tree spraying not included.
- All landscape improvement or upgrades are included. Labor is in the base contract. Materials paid by the owner to wholesale supplier.
- This means we will be applying mulch, plant plants, put in new sprinklers at no added cost. Owner to pay for wholesale materials. With no markup by Plowboy!!

** Let's start up our relationship! **

Here is our proposal for your property: West Campus Point Please choose one:

2 Full Time Gardeners (80 hours per week)2 Full Time Gardeners Plus 3 Days (104 hours per week)2 Full Time Gardeners Plus 4 Days (112 hours per week)

\$8,078.00/Month \$10,501.00/Month \$11,309.00/Month

Thank you,

Barry Petersen (805) 368-4475 barry@plowboylandscapes.com



PLOWBOY LANDSCAPES, INC.

805.643.4966

LANDSCAPE MAINTENANCE PROGRAM

Plowboy Landscapes, Inc. provides both landscape construction and landscape maintenance services. Our maintenance service actually combines some construction work as part of our contract. We specialize in taking over jobs which need renovation, or are in poor condition, or are dissatisfactory for some reason. The following is a description of our services:

- Plowboy employs a full time on-site employee, with their own equipment. We do not have crews going from site to site, mowing and blowing.
- 2. We are more interested in landscape horticulture, technology, design, and gardening—than simply "cleaning-up", although we do that too.
- 3. Our employees are on-site to perform any duties the customer may require, including some that are not gardening. We only ask that we have enough time to complete our regular gardening work.
- 4. Management is the key to good landscape maintenance. Therefore, we have a supervisor visit every site, every day. The supervisor instructs and directs the on-site employees.
- 5. Plowboy has a system of work orders and monthly inspections for each job site, by which we control our work. Owners or managers and gardeners, receive a written report each month.
- 6. Our contract is meant to be 'all-inclusive', without regular extra costs. All chemicals, landscape maintenance materials, and normal sprinkler repairs are included in the base price. You only pay extra for 'irrigation mainline and electrical repairs, and tree work over 20' high.
- 7. Plowboy will extend irrigation, renovate planters, plant new trees and shrubs, and do other projects at no additional labor costs. You only pay the wholesale cost of these new materials.
- 8. We like to do new planting projects on our jobs. If a site is not being improved, it is deteriorating.
- We have a practical conservationist approach to our work. Landscaping should be centered around renewable, self-sustaining approaches to our environment. We are in search of the sustainable landscape.
- 10. Our services include:

Water Management
Reduced Chemical Use
Green Waste Management
Plant Selection
Integrated Pest Management (with beneficial insects)
Bacteriological Control

Plowboy Landscape, Inc. has been in business since 1976, and we plan to be here quite awhile longer. We are searching for long term maintenance customers. We put a lot of time and money into upgrading our landscape projects and we desire a continuing relationship with all our customers. We will work out the problems, for problems - always appear. To help with our work, we link a landscape architect to each job (at no extra cost to the owner).



Draft 10-18-2016

West Campus Point Maintenance Guidelines

General divisions of responsibility. The homeowners and the Home Owners' Association (HOA) have complementary responsibilities. In general, all *interior* maintenance is each homeowner's responsibility. In general, all *exterior* maintenance is the HOA's responsibility.

Homeowners should maintain the interior of their unit so that it is a safe environment. The HOA has responsibility to maintenance of the exterior of units and the common areas, but homeowners should be proactive in reporting safety and maintenance issues to the management company or a HOA board member to convey to the management company. Examples are perimeter road or bollard lights out, downed tree branches, sidewalks or auto auto-asphalt issues, leaking water pipes.

General Safety

- 1. Smoke and Carbon Monoxide Alarms. When built, WCP had hard wired smoke alarms in the upstairs. Many of those have ceased functioning. As an important safety measure, homeowners should make sure there are working smoke alarms and carbon monoxide alarms on both floors. A good mnemonic is to change the batteries on the spring and fall time change Sundays. It is a good idea to make sure there is no dust on sensors.
- 2. **Fire Extinguisher**. Homeowners are required to have a working fire extinguisher in your unit. A multipurpose fire extinguisher is optimal. Consider having one on each floor. The pressure gauge should be checked monthly.
- 3. Standing water in courtyard, patios, and decks. Please make sure there is no standing water in and around your unit where mosquitoes can breed. Check your deck, courtyard, patios and areas around your unit for standing water. Mosquito eggs can hatch in less than a week, and they can lay them in surprisingly small amounts of water. Be on the lookout for standing water, even in small quantities. Children's toys and buckets that have not been emptied in several days can potentially be breeding areas for mosquitos. When watering houseplants and outdoor plants, please empty the catch containers after the water drips through. Even a tabletop fountain can breed mosquitoes unless the motor is turned on to agitate the water every few days.
- 4. **Power Outages and Plumbing**. During a power outage at WCP, the waste water pump does not function. Please do NOT flush toilets or produce other waste water (washing machine, dishwasher, shower/tub).
- 4. Rodents and other wildlife. Large populations of mice and rats surge after winters of plentiful rain. Again, make sure your window and vent screens are in place since small rodents can walk up the stucco wall. Rodents nest in thick underbrush, so homeowners should keep an

eye on any thick vines, such as on the carport trellis. Rodents, snakes, and black widow spiders love woodpiles. Raccoons range through WCP. They can be aggressive so steer clear of them. Please make sure you do not leave food outside for wildlife to forage on and make sure that your garbage and recycle bins are firmly closed.

Exterior of the unit:

If there is a maintenance issue or concern, please contact the management company.

- 1. Stucco Walls. A special area of concern is the units' stucco walls, which are covered with a special waterproof sealcoat. Do NOT drive nails, screws, or other items into the wall to hang plants or decorative items, since they can undermine the integrity of the waterproofing.
- 2. Metal telephone/cable cover. On the outside wall, in front of the unit or on the side, is the covered entry for telephone and cable wires. The HOA is responsible for maintaining these. Best to check this at intervals to make sure the metal cover is still in place, to prevent the entry of pests and water if it is left uncovered. If the cover is missing, contact the management company to have it replaced.
- 3. Carport trellises, lattices, and door framing on front gate and garage. Check to make sure these items, which the HOA maintains, are in good repair. If you see evidence of dry rot or termites, please contact the management company.
- 4. Exterior Light Fixtures and light bulbs. The HOA maintains the exterior light fixtures by the front gate, courtyard, patios, and deck. Homeowners are responsible for the light bulbs. It is a good idea to use light bulbs rated for outdoor use. Maintenance tip: Treat the base of the bulb with a contact lubricant (or petroleum jelly) before screwing in the bulb to make its removal easier. Untreated bulb bases can corrode and be impossible to remove without breaking the bulb. It is a good idea to check the light bulb by the front entrance at least twice a year, since the bulb is open to the weather.
- 5. Skylight above tub. The skylight is part of the roofing system maintained by the HOA. If the skylight is cracked or filthy in the outside, contact the management company about your concern. Cleaning the inside of the skylight is a homeowner responsibility.
- **6.** Courtyard terracotta tiles. The tiles are a homeowner responsibility. Homeowners are encouraged to seal the tiles, which are porous, with a product specifically designed for the purpose. **Note**: sealed tiles can be slippery when wet.
- 7. Deck. The deck walls and surface, including the drain are maintained by the HOA. Please help maintain the deck by a) sweeping often; b) moving plant pots and planter boxes every 2-3 months to allow the deck underneath to dry and prevent staining; c) making sure patio furniture has coasters or slides to protect the deck surface. The leak remediation project renovated decks so that they sloped and water would flow toward the drain. It is a good idea to check the deck drain weekly (or even more frequently in the

- rainy season) to prevent its being blocked by leaves, soil, or other debris. Standing water on the deck indicates there is a problem. The Tufflex waterproofing on the deck has a warranty until 2019. The light color of the Tufflex unfortunately makes dirt quite visible, but the deck can be cleaned with soapy water and a hand brush, but sweeping or ordinary hosing down does not work well to clean it.
- 8. Water Pipes and Shut-off Valve. The interior water pipes are the homeowners' responsibility. The water shut off valve is located in the carport. If your water pressure is low, the water valve might need replacing. The valve is a homeowner responsibility.
- 9. Gas Lines and Shut-off Valve. Homeowners are responsible for making sure the gas lines to the house are in good working order. The interior pipes of the gas and the connectors to the appliances (stove, furnace, dryer, water heater, fireplace) are the homeowners' responsibility. The gas turn-off valve for your unit is beside the chimney at the front of the unit. Do not touch this valve except in an emergency, such as an earthquake. A tool for turn off is in each cluster's utility shed. Do not turn the gas back on yourself. Call the gas company and schedule a free appointment to check your gas appliances and connections.
- 10. Windows and Screens. Homeowners are responsible for both interior and exterior maintenance of the unit's windows, their frames, and screens. It is a good idea to clean your windows and screens regularly. Torn or missing screens should be replaced. (A Santa Barbara company has a mobile screen service that will measure and make screens on-site.)
- 11. Vent screens. Check your vent screens found on your unit's exterior wall where the dryer and bathroom exhaust fan vent. If a screen falls off or develops a hole, birds might nest inside the vent duct. Under the Migratory Bird Protection Act, swallows are protected, and if they are nesting in the vents, you cannot legally drive them away until the chicks fledge. Small gauge vent screens (insect screens) will help prevent intrusion of swarming termites.
- 12. Sewer line. The sewer line under each unit is the homeowner's responsibility to keep clean. There are two one-way cleanouts—one at the back of the unit behind the kitchen and the other in the carport. The one behind the kitchen can become buried by as much as six inches of dirt and leaves, so it can be hard to locate. It is in the ground, about 20 inches over from the kitchen window toward the nearest corner (study patio side) and about 12 inches out, measuring from the middle of it.
- 13. Doors and Front Gate. Homeowners are responsible for both the interior and exterior maintenance of the unit's doors, hinges, locks, and door frames with the *exception* of the front gate (i.e., the front entrance to the courtyard from the outside of your unit), which is maintained by the HOA.
- **14. Garage Door**. The garage door and automatic opening mechanism are the responsibility of homeowners. **Maintenance tip**: put graphite or WD 40 into exterior locks and spray

- outdoor hinges and garage door mechanism at regular intervals to ensure smooth operation.
- 15. Landscape Patio Grounds. All ground area inside the patio walls should be kept clear of weeds, invasive plants (such as bamboo, ivy, honeysuckle) and debris. The HOA management company may notify you of an unkempt area that needs to be attended to. If it is not done in a timely fashion, the HOA will clean up the area at the homeowners' expense.
- 16. Landscape Carport and Fireplace Strip Maintenance. The default for maintenance of the fireplace and carport strips is the HOA landscape company. However, homeowners are permitted maintain the narrow carport strip and a strip in front of the fireplace wall with approved plantings. If you wish to take on this responsibility, sign up with the management company. If you opt to maintain either or both areas, you must do it consistently, keeping the area(s) trimmed away from walls and not intruding on walkways. Homeowners are prohibited from planting in the common area, per the Covenants, Conditions, and Restrictions (CC&Rs) which all homeowners are bound by.
- 17. Landscaping around the units. The hedges and other plantings around units are part of the common area, not the homeowners' private property. Homeowners are prohibited from removing hedges and other plants, which are common property of the HOA. If there is a maintenance issue with the lawn, trees, hedges or other plantings in the common area, contact the management company to report the issue. The HOA has a Landscape Maintenance Committee that coordinates with our landscapers. There are monthly walk-arounds with both companies, and homeowners are welcome to join them but not to divert the plan for the day's inspection. Contacting the management company in advance of a walk-around about a landscape issue of homeowner interest will ensure that it is brought to the attention of the Landscape Maintenance Committee and the landscapers.

Homeowner Responsibility - Interior of units.

Homeowners are responsible for *all* interior maintenance of your unit (appliances, furnace, non-solar water heater, utilities, floor, ceiling, walls, light fixtures and electrical outlets, gas, plumbing, cable, telephone, painting), with the exceptions of the solar system including the solar tank and fumigation for termite infestations, which are the responsibility of the HOA.

1. **Insurance.** Homeowners are responsible for damage and loss to their personal property and interior damage to their unit in the event of fire, flood, earthquake, or other major event. Homeowners are also responsible for repair to the interior of the unit, so homeowners are strongly encouraged to consult with an insurance agent about adequate coverage. If you rent your unit, your insurance coverage is likely to change, so check with your insurance agent. Homeowners might consider insurance against a special assessment due to damage

- or loss to common areas at WCP. Contact your insurance agent to make sure your coverage is adequate and reflects the status of your unit as owner-occupied or rented.
- 2. **Toilets and sewer pipes. Homeowners** are responsible for your toilets and sewer pipes inside the unit. Our toilets are designed to conserve water and occasionally there is not enough pressure to produce an adequate flushing action. Flushing more often will help keep drains clear. **Do not flush paper products except toilet paper**. Feminine products, paper towels, baby wipes and the like are designed to remain intact rather than dissolve in water. Flushing these products in the downstairs toilet is particularly problematic because the sewer pipe is lateral and not aided at all by gravity.
- 3. **Sinks.** It is a good idea to check the P trap fittings (nuts around drain pipes) regularly to ensure that they are tight and leak free. Exercise the shut off valves **annually** to help prevent them from freezing up because of mineral deposits. If you discard cooking grease or fat in the sink, it can congeal and can clog your wastewater pipes.
- 4. **Bath Tub and Showers.** Consider after using your tub or shower each time, checking for water that has collected on the floor outside the ends of the tub. Over time this moisture can seep into the wooden sub-floor and cause rot, which is expensive to repair. It is a good idea to check grout on tiled areas and repair any damaged areas with DAP or Poly Seam Seal to prevent water damage.
- 5. Washing Machine Hoses. Make sure your washing machine hoses are in good repair and in proper position. You must use reinforced "no burst" metal hoses, required by our HOA insurers. Hoses can burst at any time under pressure, even when the washer is not running. Do not run your washing machine or dishwasher when you are not in the unit. You are urged to have the valves in the off position except when doing laundry. Major (expensive) plumbing disasters have occurred at WCP when owners have been away and the hoses have burst, with water intrusion into adjacent units.
- 6. **Washing Machine Overflow.** Excess soap use in a washing machine may clog the drain and cause and overflow into the kitchen light. Check the water supply hoses periodically for wear. It is recommended that the shutoffs be used when the washer is not in use to avoid any possibility of the supply hose rupturing and causing water damage.
- 7. Clothes Dryer. Clear the lint filter before each use. Lint build-up produces inefficient drying but it is a safety hazard over time, since it can catch fire. Check the vent for build-up of lint at the exit to the outdoors. A vent without a wire mesh covering at the exit can allow birds to build nests or allow rodent intrusion. Make sure the dryer is sufficiently far away from the wall so as not to pinch the gas connection line to the machine or the tubing for the vent. If you smell gas, call the emergency number of the gas company immediately.
- 8. Storage in Laundry Area. It is not a good idea to store flammable materials in the laundry area.
- 9. **Gas Water Heaters.** The **gas water heater** is the homeowners' responsibility. Water heaters are warrantied for a certain length of time. Check your warranty to see when your water heater is due for replacement. There have been several burst water heaters at WCP,

- sometimes when homeowners are away, causing significant damage. Homeowners are liable for the damage. Homeowners are urged to install a "Jimmy pan" under the water heater with sensors to alert the homeowner that the tank is leaking.
- 10. Solar water heater and system are the responsibility of the HOA. There is a yearly inspection of the solar system. Solar water tanks are replaced as an HOA expense. Some homeowners have de-commissioned their solar water tanks.
- 11. **Termites and Dry Rot**. Homeowners should be alert to the fine droppings of termites and look for termite damage around wooden window and door frames. All units were fumigated for termites following the leak remediation project in 2013, with a short term warranty. If you see evidence of termites in your unit and have shared walls with neighbors, alert them to a potential infestation. Also alert the management company. If there is a severe infestation, the units will be tented at as a maintenance expense of the HOA. Dry rot or termites in the trellis above the car port and the back patio(s) and the carport lattices are also HOA responsibility. Contact the management company immediately if you see signs of termites on those areas.
- 12. **Utility Room.** The door from the utility room to the courtyard has a vented door, in compliance with safety regulations since the gas water heater requires venting. Do not cover or block the venting system. The door from the utility room to the garage is designed to prevent fumes from vehicles from entering the unit. It is a good idea to make sure the seal around the door is tight and replace them immediately if they are not. You should not store books, papers, or valuables directly on the floor of the utility room in case of flooding from leaking water heaters. A number of homeowners over the years have had damage to books and papers stored on the floor.
- 13. **Furnace.** Homeowners are responsible for furnace maintenance. It is a good idea to change replaceable filters annually, or if you have washable filters, wash them annually. It is important to keep the furnace vent in the study of the study clear from obstructions. **Note:** The gas company will inspect your furnace for free on an annual basis to make sure it is in proper working order. Call in advance to book an appointment in the early fall.
- 14. **Airflow Ducts.** Of the two ducts running from the furnace, the one that splits and runs into the ceiling serves only the three vents in the main (master) suite (bathroom, vanity, bedroom). The rest of the house is served by the other duct that runs sideways to the soffit (dropped-lowered ceiling) reaching into the study. The airflow can be balanced through the ducts with the metal damper lever on each duct. The damper is open when the lever is in the "up" position, parallel to the duct. Close the damper by turning it down 90 degrees (a quarter turn) so it points straight down across the duct. Consider leaving wide open the duct that serves most of the house and closing the master suite's duct about halfway.
- 15. **Airflow Vents.** The airflow can be balanced throughout the house by closing the louvers on heater vents.

- 16. **Heat Registers.** Remove and clean the heat registers once a year to help prevent buildup of dirt and lint. To help direct heat toward the floor, there are plastic magnetic heat deflectors that can be purchased.
- 17. **Floor Registers.** If your unit has a third bedroom with a floor register for the heater, it is a good idea to vacuum the grill regularly to avoid a dust fire.
- 18. **Thermostat.** Consider replacing the thermostat on a timer with a programmable electronic one.
- 19. Circuit Breakers. The circuit breaker box is in the utility room behind the door to the study. It is a good idea to exercise the circuit breakers every six months; flip each switch back and forth so it won't stick. The areas the breakers control are labeled; the switch controlling the courtyard electrical outlets can often click to the off position. It is a good idea check to make sure the covers on that outlet are secure against water intrusion.
- 20. Fire Place and Chimney. Make sure the flue is open before lighting a fire. Only use natural wood, with the exception of eucalyptus wood which is very oil and burns very hot. Pressed logs contain chemicals that can damage the chimney. Have your chimney swept regularly by a professional. A dirty chimney on the inside can cause a chimney fire. Dirty chimneys allow deposits of soot on the outside of the unit, making it unsightly and potentially damaging the stucco. Consider installing a wire-mesh barrier at the chimney exit, to prevent live embers from blowing out from your fire; it also protects your unit from embers blowing down your chimney in a large scale fire affecting the complex.
- 21. **Hearth area.** The hearth area is covered with tile over wooden construction, which is hollow. Putting heavy weight on the hearth (such as multiple people standing on it) can cause it to collapse, injuring people and damaging the tilework. At least one WCP unit has had this occur.



PLUMBING AND MAINTENANCE

Customer West Campus Point Owners Association c/o Bartlein and Co. 3944 State Street Santa Barbara, CA 93105 Job Address 900 West Campus Lane

Proposal

	Date		Proposal #
	10/25/2016		8762
P.O. No.			WP-1014

Qty	Description	Cost	Total
	BBQ AREA Replace (2) double grills according to the attached quote. Includes installation of new foundation bolts drilled into exdisting footings (old bolts are too rusted to reuse). Haul away old BBQ's.		
2	Pilot Rock P-1000/S charcoal grill Concrete fasteners (4) 10% gross markup MATERIALS TOTAL:	513.00 21.00 59.33	1,026.00T 42.00T 118.66T 1,186.66
	Shipping	302.00	302.00
2	Assembly and Installation Labor	300.00	600.00
	Dump Fee	10.00	10.00
	Customer Signature:		

This proposal is based on a visual inspection and therefore repair of concealed damage or structural deficiencies is not included. This proposal expires in (30) days. Workers compensation and liability insurance policy certificates available upon request.

Subtotal	\$2,098.66
Sales Tax (8.0%)	\$94.93
Total	\$2,193.59

Pilot Rock

RJThomas Mfg. Co., Inc.

customerservice@rjthomas.com

Cherokee, IA 51012-0946

Phone: 1-800-762-5002

Fax: 712-225-5796

PO Box 946

Review Cart: 96775EM-2 **ESTIMATED QUOTE AMOUNT:**

\$1,328.00

Number of items: 2

Customer Information

ORGANIZATION TYPE

Construction Company

FIRST NAME

Don Kifer

LAST NAME

TITLE

President

ORGANIZATION NAME

Beachside Associates

ADDRESS 1

1411 Firestone Road

ADDRESS 2

CITY

Santa Barbara

STATE

CA

ZIPCODE

93117

PHONE .

8056837745

FAX

EMAIL

don@beachsideassociates.com

SHIP TO ZIPCODE

93117

IS THIS A RESIDENTIAL

No

ADDRESS?

DO YOU REQUIRE A

LIFTGATE FOR LTL

SHIPMENT?

No

Configurable Items

Type / Model #	Item Price	Qty	Total
P-1000/S Series Charcoal Grill	\$513.00	2	\$1,026.00
P-1000/S-S4-B7			
• S4 Shelf 12"x36" Bolt On (\$50.00)			
B7 Surface Mount (\$0.00)			

RFQ Notes

RJ Thomas Mfg. Oct 25 2016 8:18AM:

Delivery: will ship (30) days After

Receiving Order (ARO) by truck freight.

Includes liftgate service to unload to

the ground. Someone at the

Estimated Quote Amount: \$1,328.00

Number of items:

2

Total Items Cost:

\$1,026.00

Sales Tax:

\$0.00

Pilot Rock: Park, Camp, Street Site Equipment, Grills, Fire Pits, Picnic Tables, Benches

Page 2 of 2

destination must inspect and sign for

Shipping Cost:

\$302.00

the freight.

Final Cost:

\$1,328.00

This is the horrible step ladder. To me it isn't a ladder nor is it stairs it just looks like the treads are so narrow the child's foot is going to slip and they are going to knock their teeth out or split their chin.

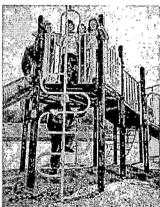


Rung Ladder #6 33

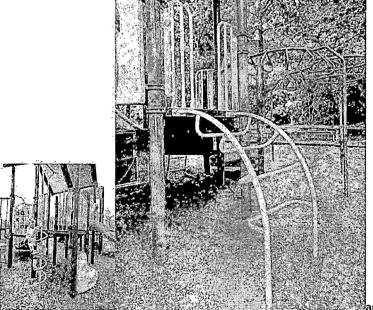








curly climber

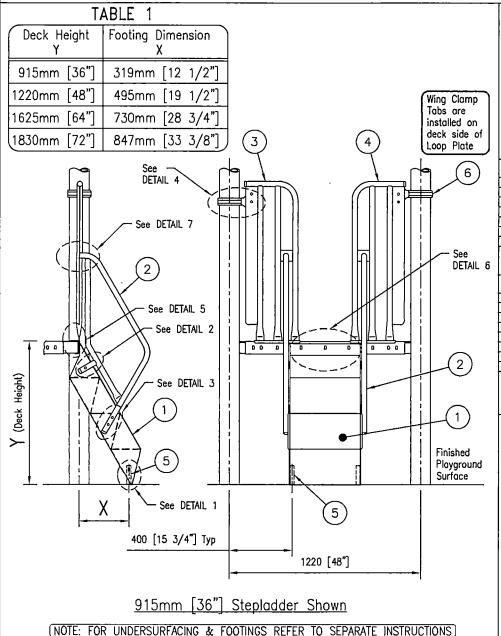


arch climber



STEPLADDERS

200111760 KB300001E-S1 Sheet 1 of 2



	915MM [36"] STEPLADDER	200007032
	1220MM [48"] STEPLADDER	200007033
	1625MM [64"] STEPLADDER	200007034
	1830MM [72"] STEPLADDER	200111780
	STEPLADDER 915/36" KB (SMALL HOLE)	200200407
	STEPLADDER 1220/48" KB (SMALL HOLE)	200200281
	STEPLADDER 1625/64" KB (SMALL HOLE)	200200408
	STEPLADDER 1830/72" KB (SMALL HOLE)	200200409
ı		

ltem	Code	Description	Qty.
1A		STEPLADDER UNIV. 60 DEG. (TDV)	
1B		STEPLADDER UNIV. 6D DEG. (TDV) SMALL HOLES	ק' ו
2		RAIL F/STEPLADDER	2
3		LOOP SAFETY W/TAB LFT. F/KB	1
_ 4	_	LOOP SAFETY W/TAB RGT, F/KB	1
. 5		TUBE ANCHOR	2
6		KB WING CLAMP ASSEMBLY	2

Ì	HDWR	PKG	60	DEG.	STEPLADDERS	KB	HW7790-1
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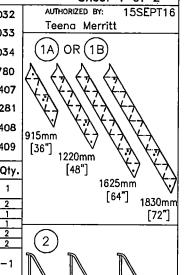
				1 JI //
ltem	Code	Description	Qty.	
7	200002018	SCREW MACH BUTTONHEAD MIO X 1.5D X 25MM	11	
8	200002150	SCREW MACH BUTTONHEAD M10 X 1,5 X 55MM	4	1
9	200002133	BOLT M8 X 1.25 MALE 27.5MM	4	/
10	200002145	BOLT MB X 1.25 FEMALE 10.3 X 30MM	4	915mm
11	200001945	NUT LOCK HEX NYLON INSERTED M10 X 1.5	13	[36"]
12	200002D79	WASHER FLAT M11 23 X 12 X 1.6MM	24	ا [20]
13	200008483	WASHER BOWED M11 23,5 X 11,7 X 1,57MM	В	1
14	200002113	WASHER FLAT M12 (5D.8 X 14.3 X 1.6) SS	4	1

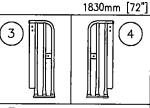
Application

- Can be sole means of access to structure for 2 to 12 year old age group

Installation Instructions

- 1. Prepare footings. Refer to TABLE 1 for footing dimensions.
- 2. Assemble tube anchors to the lower end of the stepladder assembly as shown in DETAIL 1.
- 3. Assemble the handrails to the sides of the stepladder. (See DETAIL 2 to assemble the short stub rail and DETAIL 3 for the lower end of the handrails.)
- 4. Loosely attach wing clamps to the posts (refer to front of manual for clamp installation instruction).
- 5. Attach safety loops to deck top (refer to DETAIL 5).
- 6. Attach the loop plates to the wing clamp tabs as shown in DETAIL 4. Note high side/low side position of clamps. Wing clamp tabs are installed on deck side of safety loops.
- 7. Move the stepladder into position in front of the deck. Attach the stepladder to the deck edge (refer to DETAIL 6).
- 8. Fasten the handrails to the enclosures (refer to DETAIL 7).
- 9. Tighten all hardware and install clamp drive pins.
- 10. Complete footings and install resilient surfacing.

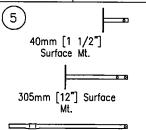




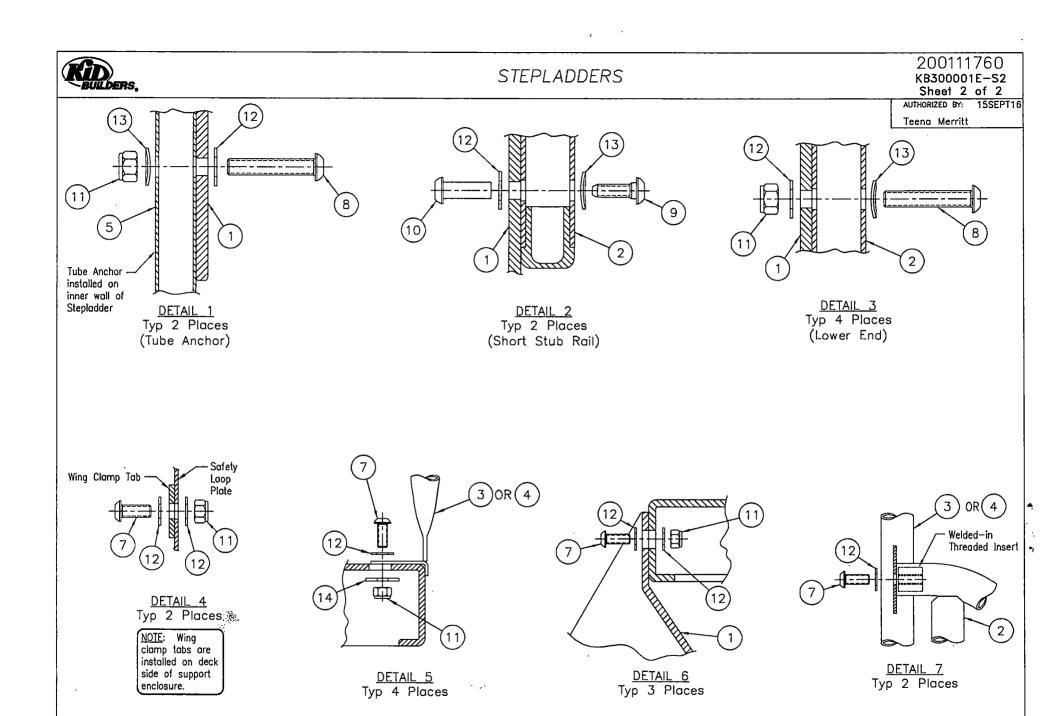
1220mm

[48"]

1625mm [64"]



Inground Mount



Mountain Construction 679327 1081 E. Mountain Drive Santa Barbara CA 93108



West Campus Point 3944 State Street, Suite 200 Santa Barbara CA 93105

 Estimate #
 0000267

 Estimate Date
 December 17, 2016

 Estimate Total (USD)
 \$3:000/00

Task	Time Entry Notes	Rate	Hours	Line Total
Bid Amount	Changing 7 pool lights to 60 watt LED lights. This will involve pulling out old wire and disassembling the old fixtures. We will then change out the rain tight single gain 2x4 box and replace with new fixture. We will rewire all lights with new wires. This will take two electricians approximately 1.5 days so 12 hours at \$150/hr is \$1800 in labor plus material which we will have to agree upon when fixtures are chosen. Material not included.	150.00	12	1,800.00
Bid Amount	Replacing Bo Peep lights that have been broken for about a year and a half. These are currently mogul bases with two 2 led bulbs and 1 fluorescent. In order to fix the broken ones and make them all match we need to retrofit each with an edison based socket in order to use a retrofit LED. This does not include re-pulling wires between fixtures if needed. We will need to completely dismantle every fixture and take down the mogul base. Upon doing this, all lights will match and function appropriately. This will take 2 electricians at \$75/hr a full eight hour day. So approximately \$1200 in labor plus material which we will have to agree upon.	150.00		1,200.00

	BUILD SERVED HER THE PROPERTY OF THE PARTY O
Estimate Total (USD)	\$3:000:00
	金融的基份证明的"4分"。

Notes

Material is not included.

WEST CAMPUS POINT

Anticipated Reserve Expenditures for 2017

Landscape refurbishment	\$80,000	
Solar storage tanks	43,200	
Asphalt patch & re-sealing of perimeter road	38,100	
Resurface pool deck	31,000	
LRP repair reserve	20,000	
Irrigation repairs	16,000	
Replace sewer system pump #2	9,000	
Painting light fixtures throughout property	8,500	
Unit entry fixtures	7,800	П
Sewer & water pipe repairs	6,100	
New pool skimmers	6,000	
Play area inspection/upgrades	5,100	
Replace sewer system panel	5,000	
Concrete repairs to walks	4,000	
Fumigation of utility sheds	3,400	
LRP Annual inspection	2,700	
Fumigation of pool house	1,700	
Recommissioned tank/pump	1,700	
Windows & doors caulk maintenance	1,600	