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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SACRAMENTO

10 ASHLEY TANGERAAS,

11 Plaintiff,

12 v.

13 NEPENTHE HOMEOWNERS
ASSOCIATION, a California nonprofit
14 mutual benefit corporation, MARKUS
DASCHER, CHERYL NELSON,
15 JACQUELYN GREBITUS, WILLIAM
HENLE and DOES 1 through 50, inclusive,

16 Defendants.
17

Case No.

COMPLAINT FOR DECLARATORY
RELIEF, INJUNCTIVE RELIEF,
BREACH OF FIDUCIARY DUTY AND
COMPEL INSPECTION OF BOOKS
AND RECORDS

18
19 Plaintiff Ashley Tangeraas alleges:

20 ALLEGATIONS ON ALL CAUSES OF ACTION

21 1. Plaintiff Ashley Tangeraas, is and at all times herein mentioned was, an individual
22 residing in Sacramento County, California. Plaintiff is and at all times herein mentioned was, the
23 owner of the real property located at 1317 Vanderbilt Way, Sacramento, Sacramento County,
24 California (hereinafter the "Property"). Plaintiff is currently residing in the Property as her primary
25 residence and is a member in good standing of the Nepenthe Homeowners Association.

26 2. Defendant Nepenthe Homeowners Association is a California nonprofit mutual
27 benefit corporation and organized and existing under the laws of the State of California with its
28 principal place of business in the City of Sacramento, County of Sacramento, State of California

1 (the "Association" or "defendant"). The Association is the governing body for a common interest
2 development located in the area of Sacramento, which is commonly known as "Nepenthe."

3 3. Plaintiff is informed and believes and thereon alleges that defendant Markus Dascher
4 and at all times mentioned herein the President of the Association and was a member of the Board
5 of Directors of the Association.

6 4. Plaintiff is informed and believes and thereon alleges that defendant Cheryl Nelson
7 and at all times mentioned herein was a member of the Board of Directors of the Association.

8 5. Plaintiff is informed and believes and thereon alleges that defendant Jacquelyn
9 Grebitus and at all times mentioned herein was a member of the Board of Directors of the
10 Association.

11 6. Plaintiff is informed and believes and thereon alleges that defendant William Henle
12 and at all times mentioned herein was a member of the Board of Directors of the Association.

13 7. The Sacramento County Superior Court is the proper venue to enforce the restrictive
14 covenants in the above-captioned matter because it is the county and judicial district in which the
15 property subject to the restrictive covenants, as set forth here below, is located.

16 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
17 of defendants sued herein under Code of Civil Procedure section 474 as Does 1 through 50 are
18 unknown to plaintiff, who therefore sues defendants by such fictitious names. Plaintiff will seek
19 leave of court to amend its pleadings to set forth the true names and capacities of such fictitiously
20 named defendants when their identities become known to plaintiff.

21 9. Plaintiff is informed and believes and on such information and belief alleges that
22 each of the fictitiously named defendants is responsible in some manner for the events and
23 happenings herein referred to and proximately caused the injury and damages to plaintiff as herein
24 alleged.

25 10. Plaintiff is informed and believes and thereon alleges that at all times herein
26 mentioned, each of the defendants herein was the agent, servant, representative, and employee of
27 each of the remaining defendants and was acting within the scope and purpose of such agency,
28 service, and employment.

1 11. The subject Property is subject to the terms and conditions of various “Governing
2 Documents,” as defined in Civil Code section 4150, which include, inter alia, the Third Amended
3 and Restated Declaration of Covenants, Conditions & Restrictions of Nepenthe Association for
4 defendant (“CC&Rs”), which was recorded on June 27, 2019, as Document Number 201906270604
5 in the Official Records of the County of Sacramento.

6 12. The purpose of the CC&Rs is to provide certain uniform standards and regulations
7 as to all property located within the Nepenthe community and to subject certain conditions,
8 covenants, and restrictions on which all of properties situated within the boundaries of the
9 community shall be held, developed and conveyed.

10 13. The Association has adopted and is governed by a set of bylaws, entitled Third
11 Amended and Restated Bylaws of Nepenthe Association (hereinafter the “Bylaws”).

12 14. The "Governing Documents" are a collective term that means and refers to the
13 CC&Rs, the Association's Articles, Bylaws, Association Rules and the policies and resolutions
14 adopted by the Board and distributed to the owners. The aforementioned Governing Documents
15 were executed, recorded, and adopted in order to induce the purchase of homes in the community;
16 to enhance and protect the value, desirability and attractiveness of the Association; to provide for
17 sensitive land planning and harmonious and appealing landscaping, structures, and improvements;
18 and to motivate owners to preserve these qualities throughout the community.

19 15. Civil Code section 5975 states that “the covenants and restrictions in the Declaration
20 shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and
21 bind all owners of separate interests in the development.” Therefore, defendants are required to
22 follow the covenants, conditions, and restrictions set forth in the CC&Rs.

23 16. Christina George (“George”) has served as Grounds Committee member, Chair and
24 Board Liaison as well as Nepenthe Treasurer, President and Member-At-Large from June 2017 to
25 present. As President in 2020-2021, Carson Landscape (“Carson”) was hired December 2020.
26 George has been the main point of contact for Carson in coordinating landscape improvements and
27 maintenance from June 2020 to the present.

28 17. The Nepenthe Board of Directors (the “Board”) governs how homeowner

1 assessments, or dues, are budgeted and spent. The operating budget pays for routine expenses such
2 as management staff, routine landscape maintenance and utilities whereas reserve funds pay for
3 items such as roof replacements and repairs. Reserves are a savings account where a portion of the
4 dues is contributed toward various categories such as roofing and landscaping.

5 18. Under George’s control of the Grounds Committee, landscape reserve spending grew
6 from \$522,597 in 2020, \$992,247 in 2021, \$1,042,763 in 2022 and \$1,700,682 in 2023 exceeding
7 allocations by 28.8% and 31.1% for 2022 and 2023, respectively. This pattern of overspending
8 landscape reserve allocations directly correlates with George’s control. The fiscal health of
9 Nepenthe’s operations and reserve accounts have significantly deteriorated from being rated
10 “excellent” at 92.7% funded in 2020 to “fair” at 48.5%.

11 19. Nepenthe Bylaws section 6.7 only allows non-officers to sign contracts under
12 “express resolution” by the Board. In researching the Association website’s meeting minutes as
13 well as other governing documents, George does not have the authority to sign contracts even if
14 approved in Executive Session. There are no formal resolutions delegating authority to George sign
15 contracts. George has signed approximately \$393,830 in landscaping contracts.

16 20. Pursuant to California Corporations Code section 7222 (a), with or without cause,
17 the membership may recall the entire board or individual directors, subject to cumulative voting
18 limitations. This applies to both membership-elected and board-appointed directors.

19 21. Article III, section 3.3, of the Bylaws establishes a procedure for calling for a special
20 meeting of the owners consisting of more than 5% of the owners specifying the general nature of
21 the business proposed to be transacted. Pursuant to California Corporations Code section 7510 (e),
22 a special meeting is demanded by petition of the membership signed by at least 5% of the members.

23 FIRST CAUSE OF ACTION

24 (Declaratory Relief)

25 22. Plaintiff realleges and incorporates by reference paragraphs 1 through 21 above.

26 23. On or about December 6, 2023, plaintiff submitted a 26-page Nepenthe HOA Board
27 Member Christina George Recall Petition (hereinafter the “Recall Petition”) representing five
28 percent or more of the Association membership, requesting that the Board of Directors set up a

1 meeting for the valid purpose of conducting a recall election of George and if successful the election
2 of a new board of director. The Recall Petition was given to the Association’s President Markus
3 Dascher. A true and correct copy of the Recall Petition is attached hereto as Exhibit A.

4 24. On December 18, 2023, the Board held the special board meeting regarding the Recall
5 Petition in compliance with California Corporations Code section 75109(c). Brad Epstein, attorney
6 for the Association, spent time discussing directors’ signing authority relative to California
7 Corporations Code and the Association’s Bylaws. Mr. Epstein advised the Board to proceed with
8 the recall election stating, “99.9% of associations ... do it otherwise the theory is that if the Board
9 doesn’t go ahead and proceed with the recall election, then an owner can or the owner can go to court
10 and get the court to go ahead and proceed and so that gets expensive.” When asked if the Recall
11 Petition was valid, Brad Epstein responded “yes indeed.” The Board moved to accept the Recall
12 Petition and proceed with the recall election setting a date of May 3, 2024, which was approved by
13 all directors, and proposed Inspectors of Election were selected. A true and correct copy of the
14 Minutes from the Board meeting is attached as Exhibit B.

15 25. On December 27, 2023, the Board held a special meeting to discuss the Recall
16 Petition. The agenda was stated that the Board of Directors will revisit issues related to the Recall
17 Petition that was submitted to the Board on December 6, 2023, and approved on December 18, 2023.
18 Association President Dascher began the meeting explaining that the Board took action on the Recall
19 Petition at the December 18, 2023, meeting with the “understanding that proceeding with a recall
20 was proforma”. After further consultation with the Association’s attorney, Brad Epstein, the Board
21 learned that they had “options” to consider. Director Henle said the recall was not in the best interest
22 of Nepenthe and as a director “our fiduciary responsibility is to act in the best interest of the
23 community”. Director Grebitus seconded the motion and it was then approve by Directors Dascher
24 and Henle, whereby the recall election was officially rescinded. A true and correct copy of the
25 Minutes from the Board meeting is attached as Exhibit C.

26 26. Defendants are in breach of the provisions in the Governing Documents in that they
27 have failed and refused to hold the recall election pursuant to the complete Recall Petition. Plaintiff
28 has given written notices to defendants of these violations, but defendants have failed and refused

1 to take any action to cease these violations until recently.

2 27. From December 27, 2023, to the present plaintiff and her counsel has attempted to
3 negotiate with defendant to hold the recall election pursuant to the Recall Petition. Defendant
4 refused to hold the recall election from December 27, 2024, until May 22, 2024, when it agreed to
5 hold the recall election, but only sent a partial Recall Petition and set the date for the election on
6 September 18, 2024. From December 27, 2023, to the present, defendants continue to stonewall
7 plaintiff and the recall election.

8 28. On January 29, 2024, and February 9, 2024, plaintiff demanded mediation pursuant
9 to the CC&Rs and Civil Code. On January 29, 2024, plaintiff informed defendant that if the
10 Association does not conduct the recall election, then it will demand mediation, proceed to litigate
11 this dispute and seek attorneys' fees and costs.

12 29. On February 13, 2024, the Board refused to conduct the recall election and would
13 decide on its participation in alternative dispute resolution ("ADR") on March 6, 2024. The Board
14 stated that it would not send out the ballots or conduct the election.

15 30. On March 8, 2024, the Board refused to mediate this dispute. Plaintiff began drafting
16 the Complaint and declaration in this matter.

17 31. On April 9, 2024, plaintiff asked if defendant's counsel, Bradley Epstein, would
18 accept service of the Summons and Complaint. Defendant's counsel failed to respond.

19 32. On April 19, 2024, defendant obtained new counsel, Darren Bevan of Baydaline &
20 Jacobsen, replacing Brad Epstein. On April 25, 2024, plaintiff's counsel spoke with defendant's new
21 counsel, Darren Bevan, regarding the pending lawsuit and case. The parties discussed settlement
22 of this matter and payment of plaintiff's attorneys' fees in the amount of \$15,000 that plaintiff
23 incurred in her attempt to hold the recall election. Defendant stated that it agreed to hold the recall
24 election and would send out the Recall Notice in the first week of June 2024.

25 33. Defendant's counsel stated that he would discuss the settlement offer with the Board
26 in an attempt to avoid the lawsuit and would inform plaintiff.

27 34. Defendant continued to stonewall plaintiff and failed to respond to the settlement
28 proposal. On May 6, 2024, plaintiff's counsel contacted defendant's counsel to inquire about the

1 settlement and was informed that a decision would be made by the end of the week, however, there
2 was no response from defendant.

3 35. On May 17, 2024, plaintiff's counsel contacted defendant's counsel to inquire about
4 the settlement and was informed that defendant would not pay any of plaintiff's attorneys' fees since
5 the matter was moot as defendant agreed to hold the recall election, five months after defendant
6 refused to hold the recall election. At this point, plaintiff was forced to incur approximately \$15,000
7 in attorneys' fees in enforcing her rights under the Governing Documents from December 6, 2023,
8 to May 17, 2024. Defendant's counsel stated that he would take the issue of the payment of
9 plaintiff's attorneys' fees back to the Board to discuss settlement. Defendant has failed and refused
10 to pay any of plaintiff's attorneys' fees in enforcing the Governing Documents and Civil Code.

11 36. On May 22, 2024, defendant sent an email to all members of the Association entitled
12 Notice of Recall, which had an attachment, a portion of plaintiff's Recall Petition, only seven pages,
13 along with an attachment entitled "My Responses to the Recall Allegations - Christina George." A
14 true and correct copy of the email is attached as Exhibit D. The Board claimed that it has "recently"
15 received the Recall Petition, even though it received it five months earlier on December 6, 2023.
16 The Board stated that "To avoid any appearance of unfairness in the process, an outside firm has
17 been engaged to conduct the election", however, the Board also stated that in the email that "While
18 the Board asserts that the charges made on the recall petition against Director George are incorrect,
19 the Board wishes to curtail the increasing costs by limiting additional legal expenses." Defendant
20 then stated that it has incurred \$20,752.19 "costs directly associated with the recall election to date",
21 including claims of costs back in February through April 2023, and December 2023 and January
22 2024. The Board claims that costs in February, March and April 2023, are somehow related to
23 the recall when the Recall Petition was submitted by plaintiff to the Board on December 6, 2023,
24 some nine months after April 2023. It appears that the Board is attempting to influence the election
25 by the statements in the email. The Board does not include the attorneys' fees and costs that it
26 incurred from February 1, 2014, to the present. Plaintiff has requested the amount that the
27 Association has paid for the attorneys' fees from February 1, 2024, to the present, however, the
28 Board has refused to provide the information and documents related to the attorneys' fees. The

1 Association and plaintiff would not have incurred any of these attorneys' fees and costs had it
2 complied with the law and allowed the recall election to proceed. All of the attorneys' fees by the
3 Association and plaintiff incurred were as a result of the Board's wrongful rejection of the Recall
4 Petition and refusal to hold the recall election. Defendant has failed and refused to circulate the full
5 26-page Recall Petition to all members of the Association.

6 37. An actual controversy has arisen and now exists between plaintiff and defendant
7 concerning their respective rights and duties in that plaintiff contends that she is entitled to have the
8 Association conduct a recall election and that the full 26 page Recall Notice be circulated to all
9 members of the Association.

10 38. Alternative dispute resolution was offered to defendant prior to the filing of the
11 lawsuit, but defendant refused to participate in the alternative dispute resolution.

12 39. Plaintiff seeks a declaration and an order as to the validity of the Recall Petition and
13 requiring defendant Association to distribute the entire 26-page Recall Petition to all members of the
14 Association, prepare and distribute ballots to hold the recall election and a new election to replace
15 the director. Plaintiff desires a judicial determination of her right and duties, and a declaration that
16 the Association must conduct the recall election and circulate the full 26-page Recall Petition to all
17 members of the Association.

18 40. A judicial declaration is necessary and appropriate at this time under the
19 circumstances in order that plaintiffs may ascertain her rights and duties under the CC&Rs, Bylaws
20 and Corporation Code.

21 41. Plaintiff requests the Court to direct defendant to comply with the provisions of the
22 CC&Rs, Bylaws and Corporation Code. As a further proximate result of defendant's breach of the
23 CC&Rs, Bylaws and Corporation Code, plaintiff has been required to incur, and will continue to
24 incur, attorneys' fees and costs in connection with the enforcement of the CC&Rs, Bylaws and
25 Corporation Code and defendant's violation thereof, all of which shall be established in an amount
26 according to proof at trial. Plaintiff is entitled to recover her fees and costs pursuant to Civil Code
27 section 5975(c) and the Bylaws.

28 WHEREFORE, plaintiff prays for judgment as hereinafter set forth.

SECOND CAUSE OF ACTION

(Injunctive Relief)

42. Plaintiff realleges and incorporates by reference paragraphs 1 through 41 above.

43. On or about December 6, 2023, plaintiff submitted the Recall Petition representing five percent or more of the Association membership, requesting that the Board of Directors set up a meeting for the valid purpose of conducting a recall election of one of the board or directors and if successful the election of a new board of director.

44. On December 18, 2023, the Board held the special board meeting regarding the Recall Petition in compliance with California Corporations Code section 75109(c). The Board moved to accept the Recall Petition and proceed with the recall election setting a date of May 3, 2024, which was approved by all directors, and proposed Inspectors of Election were selected.

45. On December 27, 2023, the Board held a special meeting to discuss the Recall Petition. The agenda was stated that the Board of Directors will revisit issues related to the Recall Petition that was submitted to the Board on December 6, 2023. Director Nelson then moved to rescind the decision to accept the Recall Petition and move it back to me as the petitioner. Director Grebitus seconded the motion and it was then approve by Directors Dascher and Henle, whereby the recall election was officially rescinded.

46. The Board refused to have the recall election on the same day as the general election at the annual meeting in May 2024.

47. On March 8, 2024, plaintiff was notified the Board was not willing to participate in any form of alternative dispute resolution.

48. On April 25, 2024, defendant stated that it agreed to hold the recall election and would send out the Recall Notice in the first week of June 2024. Defendant stated that it would consider the payment of plaintiff's attorneys' fees she incurred in enforcing the Governing Documents and Recall Notice.

49. Plaintiff has no adequate remedy at law to compel defendant to comply with the CC&Rs, Bylaws and Corporation Code nor can plaintiff be compensated adequately for the injuries by an award of damages, in that it will be impossible for plaintiff to determine the precise amount

1 of damages and plaintiff cannot force defendant to conduct the recall election.

2 50. Plaintiff requests the Court to issue a mandatory injunction and direct defendant to
3 comply with the provisions of the CC&Rs, Bylaws and Corporation Code to prepare and distribute
4 the full 26 page Recall Notice and ballots to hold the recall election and if successful, a new election
5 to replace the director.

6 51. As a further proximate result of defendant's breach of the CC&Rs, Bylaws and
7 Corporation Code, plaintiff has been required to incur, and will continue to incur, attorneys' fees and
8 costs in connection with the enforcement of the CC&Rs, Bylaws and Corporation Code and
9 defendant's violation thereof, all of which shall be established in an amount according to proof at
10 trial. Plaintiff is entitled to recover her fees and costs pursuant to Civil Code section 5975(c) and the
11 Bylaws.

12 WHEREFORE, plaintiff prays for judgment as hereinafter set forth.

13 THIRD CAUSE OF ACTION

14 (Breach of Fiduciary Duty Against Defendants Markus Dascher,
15 Cheryl Nelson, Jacquelyn Grebitus and William Henle)

16 52. Plaintiff realleges and incorporates by reference paragraphs 1 through 51 above.

17 53. Defendants Markus Dascher, Cheryl Nelson, Jacquelyn Grebitus and William Henle
18 are, and at all times herein mentioned are members of the board of directors of the Association.

19 54. Defendants Markus Dascher, Cheryl Nelson, Jacquelyn Grebitus and William Henle
20 violated their fiduciary duties to plaintiff and the other members of the Association when on
21 December 27, 2023, the Board held a special meeting to rescind the recall election and the approval
22 of the Recall Petition. Defendants wrongfully rescinded the approval of Recall Petition and election
23 against the Association's attorney's advice, causing a delay in the recall election.

24 55. As a direct and proximate result of defendants' actions and violation of their fiduciary
25 duties by wrongfully rejecting the Recall Petition and failing to hold the recall election as set forth
26 in the Governing Documents as set forth herein, plaintiff has been damaged in the sum to be proven
27 at trial. Plaintiff has been forced to seek the election based upon the Recall Petition since December
28 27, 2023, incurring attorneys' fees and costs. The five month delay in holding the recall election has

1 | caused plaintiff and the Association’s member to incur attorneys’ fees and costs since December 27,
2 | 2023, to the present. Defendant failed to send out the entire 26-page Recall Petition to all members.
3 | Defendants breached their fiduciary duties to plaintiff and the members of the Association and
4 | violated the relationship of trust and confidence, thereby causing plaintiff financial loss. Defendant
5 | then stated that it has incurred \$20,752.19 “costs directly associated with the recall election to date”,
6 | including claims of costs back in February through April 2023, and December 2023 and January
7 | 2024. Defendant has failed and refused to circulate the full 26 page Recall Petition to all members
8 | of the Association. The Association and plaintiff would not have incurred any of these attorneys’
9 | fees and costs had these defendants Markus Dascher, Cheryl Nelson, Jacquelyn Grebitus and
10 | William Henle complied with the law and allowed the recall election to proceed. All of the
11 | attorneys’ fees by the Association and plaintiff incurred were as a result of the Board’s wrongful
12 | rejection of the Recall Petition and refusal to hold the recall election and defendants Markus
13 | Dascher, Cheryl Nelson, Jacquelyn Grebitus and William Henle should reimburse the Association
14 | for the attorneys’ fees and costs incurred by their wrongful actions.

15 | 56. In doing the acts alleged herein, defendants Markus Dascher, Cheryl Nelson,
16 | Jacquelyn Grebitus and William Henle acted with oppression, fraud and malice and plaintiff is
17 | entitled to punitive damages.

18 | WHEREFORE, plaintiff prays for judgment as hereinafter set forth.

19 | **FOURTH CAUSE OF ACTION**

20 | **(Compel Inspection of Books and Records Against Defendant Nepenthe)**

21 | 57. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 42
22 | above.

23 | 58. In April 2024 and subsequently, plaintiff demanded the accounting records, invoices
24 | and payments from the Association for attorneys’ fees and costs incurred from February 2023 to the
25 | present. Plaintiff has the right to inspect the accounting records, invoices and payments from the
26 | Association for attorneys’ fees pursuant to the Civil Code and Bylaws. The Bylaws, Article X,
27 | Section 10.1, allow the owners to inspect and copy the Association’s records. Civil Code section
28 | 5200 allows the owners to inspect invoices, signed contracts and work orders. The Association must

1 produce the records within ten business days following a written request. Plaintiff would allow
2 redacted billing statements and invoices of any attorney client privilege. Defendant refused to
3 produce any of the billing statements and invoices based upon the attorney client privilege.
4 Defendant could redact privileged information and produce the records, however, it has refused to
5 do so.

6 59. Plaintiff's purpose in demanding inspection of the books and records in April and
7 May 2024 of the Association is reasonably related to her interest as a member and the expense of
8 wrongfully rejecting the Recall Petition and refusal to hold the recall election. Defendant claimed
9 in its email dated May 22, 2024, that it incurred attorneys' fees and costs in the amount of
10 \$20,752.19 between February 2023 and January 31, 2024, for costs directly associated with the recall
11 election. Plaintiff has requested the invoices, statements and payments for the amount that the
12 Association has paid for the attorneys' fees from February 1, 2024, to the present, however, the
13 Board has refused to provide the information and documents related to the attorneys' fees. The
14 Association and plaintiff would not have incurred any of these attorneys' fees and costs had it
15 complied with the law and allowed the recall election to proceed in December 2023. All of the
16 attorneys' fees by defendant and plaintiff incurred were as a result of the Board's wrongful rejection
17 of the Recall Petition and refusal to hold the recall election. Defendant's refusal and failure to allow
18 plaintiff to inspect its records is without justification. Pursuant to Civil Code, plaintiff is entitled to
19 file suit to obtain a mandatory injunction, attorneys' fees, costs and penalties.

20 60. A review of the invoices, payments, books and records and investigation of the funds
21 expended by the Association for attorneys' fees and costs are necessary because plaintiff is informed
22 and believes that defendant incurred these costs due to its wrongful decision to reject the Recall
23 Petition and deny the recall election which has caused misappropriation of the Association's funds.

24 WHEREFORE, plaintiff prays for judgment against defendants as hereinafter set forth.

25 RELIEF SOUGHT

26 WHEREFORE, plaintiff prays for judgment against defendants, and each of them as follows:

27 FIRST CAUSE OF ACTION

28 1. Declaring the right and duties of the parties, specifically that the defendant is required

1 to prepare and distribute the entire Recall Notice and ballots to hold the recall election and if
2 successful, a new election to replace the director.

3 2. For a declaration and Order that defendant is required to prepare and distribute ballots
4 to hold the recall election and if successful, a new election to replace the director; and,

5 3. For reasonable attorneys' fees incurred.

6 SECOND CAUSE OF ACTION

7 1. For a preliminary and permanent mandatory injunction directing defendants to prepare
8 and distribute the entire Recall Notice and ballots and to hold the recall election and if successful,
9 a new election to replace the director.

10 2. For judgment requiring defendants to prepare and distribute ballots to hold the recall
11 election and if successful, a new election to replace the director.

12 3. For an Order directing defendants to comply with all other provisions of the
13 Governing Documents;

14 4. For plaintiff's attorney's fees incurred herein pursuant to Civil Code section 5975,
15 Corporation Code and Bylaws. For an Order directing defendants to comply with all provisions set
16 forth in the Judgment, including the payment of any attorney's fees and costs awarded in the
17 judgment, within 30 days of service of any notice of the Judgment entered herein; and,

18 THIRD CAUSE OF ACTION

19 1. For actual damages in a sum to be proven at trial;

20 2. For incidental damages in a sum to be proven at trial;

21 3. For punitive damages in a sum to be proven at trial; and,

22 4. For attorneys' fees.

23 FOURTH CAUSE OF ACTION

24 1. That a mandatory injunction ordering defendant to allow inspection and the making
25 of extracts of the records and books relating to the invoices, statements and payments of the
26 Association's attorneys' fees and costs;

27 2. The court order an audit of defendant's records and books;

28 3. Penalties pursuant to Civil Code section 5205; and,

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4. For attorneys' fees.

ON ALL CAUSES OF ACTION

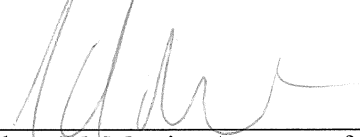
1. For costs of suit incurred herein;

2. For attorneys' fees; and,

3. For such other and further relief as the court may deem proper.

Dated: June 20, 2024

LAW OFFICES OF ROBERT M. MERRITT



Robert M. Merritt, Attorneys for Plaintiff
Ashley Tangeraas

1 VERIFICATION

2 I, Ashley Tangeraas, am the plaintiff in this action. I have read the foregoing Complaint and
3 know the contents thereof. The same is true of my own knowledge, except as to those matters which
4 are therein stated on information and belief, and as to those matters, I believe it to be true.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct and executed at Sacramento, California.

7 Dated: June 20, 2024

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10 Ashley Tangeraas

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EXHIBIT A

Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.

PURPOSE: Remove Christina George, as director of the Nepenthe Board and if successful, elect a new candidate

VIOLATIONS OF BYLAWS and DIRECTOR MISCONDUCT for the removal of Director Christina George are as follows:

1. **Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association.
2. **Breach of Fiduciary Duty:** Abused and ignored fiduciary responsibilities and her duty of prudent business management.

ATTACHMENTS:

- NOTICE OF VIOLATION OF BYLAWS AND DIRECTOR MISCONDUCT
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1. Lawrence Bell	<i>Lawrence Bell</i>	720 Elmhurst
2. Pamela Dunn	<i>Pamela Dunn</i>	716 Elmhurst
3. Bill White	<i>Bill White</i>	718 Elmhurst
4. Mark Schaeck	<i>Mark Schaeck</i>	1623 University
5. Bev Morris	<i>Bev Morris</i>	201 Doubartan
6. PAULA CONDORS	<i>Paula Condors</i>	14 Adelphi Ct.
7. AMY MICKEL	<i>Amy Mickel</i>	12 Adelphi Ct
8. Barbara Bevan	<i>Barbara Bevan</i>	1299 Vanderbilt Ct.
9. PETER FECKOEFER	<i>Peter Feckofer</i>	1099 Paulwartow ct
10. Ruth O'Day	<i>Ruth O'Day</i>	1112 DENBARDON CIR

26 TOTAL PAGES | 1

Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.

PURPOSE: Remove Christina George, as director of the Nepenthe Board and if successful, elect a new candidate

VIOLATIONS OF BYLAWS and DIRECTOR MISCONDUCT for the removal of Director Christina George are as follows:

1. **Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association.
2. **Breach of Fiduciary Duty:** Abused and ignored fiduciary responsibilities and her duty of prudent business management.

ATTACHMENTS:

- NOTICE OF VIOLATION OF BYLAWS AND DIRECTOR MISCONDUCT
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1. Tom Quigley		2300 Amer. Rev. Dr.
2. Mike McNeil		17 COLBY CT
3. Margaret Dwyer		2316 AMERICAN ST. BOSTON MA 02116
4. M WACHTER		14 COLBY CT
5. Ron Holehouse		1109 Commons
6. Chris Welby		1107 Commons
7. Mike Welby		1101 Commons
8. David Lohenberg		1111 Commons
9. Paul Sheehan		31 Adelphi Ct.
10. Connie Fowler		1037 Commons

Nepenthe Board of Directors

Special Meeting Request to Remove Director of the Nepenthe Board

The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect replacement directors in the event the recall is successful.




PURPOSE: Remove Christina George, Member at Large as director of the Nepenthe Board

VIOLATIONS of bylaws and GENERAL MISCONDUCT for removal are as follows:

1. **Self-Dealing:** Prioritized landscape renovations and voted for approving proposals directly benefiting her personal home as an "interested director" as well as those of fellow directors without recusing self from voting.
2. **Fiscal Mismanagement:** Excessive dues increase and degradation of reserves through poor fiscal management and excessive spending for landscape renovations.
3. **Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association as well as entering into a contract exceeding one year.

ATTACHMENTS:

- Statement of Reasons
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

	Owner Name	Signature	Address
1.	Zohy Clark		1314 Vandercort Hwy
2.	Dennis White	Dennis White	1411 Coronado Dr.
3.	Valentina Lopez		3 Adelphi Court
4.	Courtney DeW		119 Vandercort Hwy 95825
5.			
6.			
7.			
8.			
9.			
10.			

Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.

PURPOSE: Remove Christina George, as director of the Nepenthe Board and if successful, elect a new candidate

VIOLATIONS OF BYLAWS and DIRECTOR MISCONDUCT for the removal of Director Christina George are as follows:

1. **Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association.
2. **Breach of Fiduciary Duty:** Abused and ignored fiduciary responsibilities and her duty of prudent business management.

ATTACHMENTS:

- NOTICE OF VIOLATION OF BYLAWS AND DIRECTOR MISCONDUCT
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1.	<i>EDUARDO FEIL</i>	<i>5 Adelphi Ct</i>
2.	<i>Valentina Lopez</i>	<i>3 Adelphi Ct.</i>
3.		
4.		
5.		
6.		
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4

Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.



PURPOSE: Remove Christina George, as director of the Nepenthe Board and if successful, elect a new candidate

VIOLATIONS OF BYLAWS and DIRECTOR MISCONDUCT for the removal of Director Christina George are as follows:

1. **Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association.
2. **Breach of Fiduciary Duty:** Abused and ignored fiduciary responsibilities and her duty of prudent business management.

ATTACHMENTS:

- NOTICE OF VIOLATION OF BYLAWS AND DIRECTOR MISCONDUCT
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1. Nancy Curley		809 Dunbarton Cir
2. Ron Snyler		713 Dunbarton Cir
3.		
4.		
5.		
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5

Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.











PURPOSE: Remove Christina George, as director of the Nepenthe Board and if successful, elect a new candidate

VIOLATIONS OF BYLAWS and DIRECTOR MISCONDUCT for the removal of Director Christina George are as follows:

1. **Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association.
2. **Breach of Fiduciary Duty:** Abused and ignored fiduciary responsibilities and her duty of prudent business management.

ATTACHMENTS:

- NOTICE OF VIOLATION OF BYLAWS AND DIRECTOR MISCONDUCT
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1. Ashley Tangerans		1317 Vanderbilt Way
2. Patricia Meraz		1293 Vanderbilt Way
3. Dorothea C. Mull		1312 Vanderbilt Way
4. Beky Cottle		1318 Vanderbilt Way
5. DeAnn Blotta		605 Elmhurst Ct
6. MAUREEN White		1411 Cornas Drive Ct
7. Jeanne F. Cortez		118 Huntington Cir.
8. Rick Mahan		1269 Vanderbilt Way
9. CHRIS SHEPHARD		1158 Vandevotte Way
10. Courtney Delfino		1119 VANDERBILT WAY

6

Certification attesting to the validity of the signatures

All Owners signing said request is an Owner in Good Standing on the date the request was signed.

Ashley G. Tangeraas

Ashley Tangeraas, Sponsor

12/6/23

Date

Delivered to:

Markus Duschner

Name

12/6/23

Date

TO THE BOARD OF DIRECTORS NEPENTHE HOMEOWNERS ASSOCIATION
FORMAL NOTICE OF VIOLATIONS OF BYLAWS AND DIRECTOR MISCONDUCT
DIRECTOR CHRISTINA GEORGE

FACTS:

1. On or about August 2, 2023, Director Christina George, as Member at Large and on behalf of the Association, signed contracts for tree trimming services with The Grove and renovations with Carson (see attachments).
2. Christina George is a Director of Nepenthe Corporation.
3. Christina is the Member (or Owner) at Large of the Association.
4. The Member at Large, unlike the other Directors, is not an Officer of the Association and therefore cannot sign contracts.

LAW and RULES:

Article VI, Section 6.6, of the Bylaws sets out the duties of the Officers of the Association. Subsection (e) provides that the Member at large is not an officer of the Association and has no duties. It states: "Member at Large, A member of the Board who is not an officer shall be designated at Large. "A Director of the Nepenthe Corporation may not act alone. Directors can only take action as a board.

1. Nepenthe is both a Corporation and an Association. Directors set policy. Officers are responsible for operations and administration of the Association in accord with their duties as set out in the Bylaws.
2. When a homeowner is elected to the board, he/she automatically becomes a fiduciary and must follow the business judgment rule. The actions of a director must be in good faith and taken with prudent care. (Cal. Corp. Code Section 7231(a).)
3. Fiduciary responsibility requires a director or officer to act in the best interest of the members of the association.

VIOLATION OF BYLAWS:

Christina George has demonstrated a consistent disregard of the Bylaws of the Association by signing contracts on behalf of the Association. She has no authority to sign an agreement on behalf of Nepenthe. As a Director, she has to act in concert with the Board and cannot act alone. She is not an Officer and has no administrative duties under the Bylaws. While the Board may delegate authority to association staff it may not delegate authority to "execute contracts". (Nepenthe Bylaws Article VI, Section 6.8) It cannot delegate authority to the Member at Large to sign contracts.

B

BREACH OF FIDUCIARY DUTY:

Christina George abused and ignored fiduciary responsibilities and her duty of prudent business management. Promoted costly renovations to save money on landscape maintenance costs and water but failed to provide any formal reports proving such savings. Rising landscape maintenance costs discredit any such claims as nearly a third of Nepenthe being recently renovated.

- Landscape renovations directly benefited Ms. George's personal home as well as those of other directors disproportionately to Nepenthe homeowners. Voted on her own project without recusing herself from voting presenting a clear conflict of interest and self-dealing which is a clear breach of fiduciary duty.
- Advised the Grounds Committee at the October 2023 meeting that money exists for renovations. Estimates for the end of October show that landscape reserves were overbudget by approximately 13.9%.
- Shrub removal is not necessary for siding replacement or painting. Zone 3 was successfully completed without shrub removal but is now being promoted as necessary for the siding replacement despite homeowners' concern about landscape spending demonstrating Ms. George's obsession with cosmetic renovations.
 - Recent contract for \$200,256 is mostly unnecessary and includes many projects not directly interfering with paint and siding work.
- Continually adding bark instead of ground cover to our community ensures an annuity-like revenue to our landscape maintenance vendor at the expense of Nepenthe homeowner reserve funds.
- Cites the Grounds Vision Document references to turf removal as the rationale for cosmetic renovations. Storm damaged sites of bare dirt were recently replaced with turf and ivy.
- Continues to promote renovation projects despite exhausting reserve allocations for 2023.
- As a member of the Board, she voted to approve huge dues increase for 2024 attributing the historic increase to "inflation" without considering removing the \$1.5 million allocated in the 2024 Reserve Study for landscape which could potentially save homeowners an estimated \$40 per month* in their dues thereby creating an unnecessary hardship to those on a fixed income and threatening home values.
 - Although inflation did cause increases to mostly operating expenses, chronic landscape overspending year after year continues to threaten reserves from being 92.5% funded in 2021 to 48.5% for 2024.
- Homeowners falsely relied on Ms. George's Candidate Statement that claimed "financial responsibility" and "financial focus" to reach targeted goals, yet landscape spending has greatly exceeded reserve allocations during her tenure as Grounds Chair and President of the Board and Grounds Liaison.
 - On track to exceed 2023 landscape allocation by more than 31.7%.
 - Overspent allocation by 15% for 2021 and 29% for 2022

- Claims that landscape renovations will save maintenance and water costs, but when questioned why landscape costs keep increasing, she responded that “we actually have to spend some money to get to that point” and how can she do that if the Board is “handcuffed in spending.” ([YouTube](#), 1hr:30min) Despite an approximate third of the neighborhood being renovated, she said the recent renovations were relatively small projects and there haven’t been any “major” projects but that was what *they* were “hoping” to do and that was “in the process”, likely referring to the nearly \$1.6 million allocation in the 2024 Reserve Study.
Campaign postcard named her three top priorities as “control expenses with clear and transparent financial reports.”
- Did not delegate her responsibility to Finance or Grounds Committee to track landscape expenditures as it quickly became apparent landscape spending was on track to overspend its allocation.
- Claims she “didn’t get to use that money” to complete the \$721,000 Irrigation Valve Balancing Project, but had no problem spending these funds for mostly cosmetic renovations.
- Continually reminds homeowners the 2024 landscape allocation is less than the prior Board’s allocation when defending herself from homeowners criticizing her landscape overspending.
 - Irrelevant “virtue signaling” as Board continually overspends its annual allocation. 2024’s allocation is only 3.6% less than 2023.
- Cosmetic renovations are cloaked as urgent landscape repairs. Failed to provide a proposal isolated to address a singular \$2,000 drainage problem as it became a \$63,140** cosmetic renovation proposal.

Footnotes:

*2024 Browning Reserve Study

$\$562,008 \times 50\% = \$281,004$ year reserve contributions toward landscaping

$\$281,504 \div 12 = \$23,417$ per month

$\$23,417 \div 590 = \39.68 per month for each homeowner

** January 04, 2023 Open Session Packet

References:

Board packets, reserve studies, newsletters, and meeting recordings.

10



CHRISTINA GEORGE



Hello neighbors, I have been a Nepenthe homeowner since 1982. I was elected to the Board in 2017 and was appointed Treasurer and liaison to the Finance Committee. In May 2019, I became Board President and liaison to the Grounds Committee serving until 2021. I was appointed Chair of the Grounds Committee in July 2022.

I'm running once again for the Board because I want to protect our lifestyle and value of our homes. Financial responsibility is the most crucial issue in Board decisions. We need close scrutiny and financial focus to reach targeted goals to maintain the condition of grounds, sidings and common assets.

As current Chair of the Grounds committee, I took the initiative to increase the committee's scrutiny of our landscape work and monitor costs. We now track landscape work, from the proposals through invoicing and payment. Our committee also developed a triage system to help us decide which projects to recommend to the Board for immediate action. This added information helps the Board make better decisions about caring for our community.

My previous work experience in international sales and business development provided me with excellent organizational skills and the ability to assess contracts and stay within budgets. The need to work with senior management, government officials and engineers, who all had competing objectives, taught me how to bring people together to achieve a common purpose.

My top three priorities for Nepenthe during the next two years are informed by my desire to protect and enhance the value of this unique and beautiful community:

- Achieve operational excellence by controlling expenses as much as is reasonable and possible, working with Management to obtain clear and transparent financial reports.
- Continue to modernize and simplify grounds maintenance and minimize water usage, balancing the needs to contain costs with the need for a beautiful environment.
- Work together collaboratively and respectfully with homeowners, committee members, Board directors, and management to ensure the safety and well-being of our community.

If you are looking for someone to be an active member, not afraid to speak up and ask questions and deal in facts not supposition, then look no further and vote for me.



Christina George, Incumbent

I have enjoyed home ownership in Nepenthe since 1982. In 2017 I was elected to the Board and served as Treasurer and liaison to the Finance Committee. In May 2019, I became Board President and liaison to the Grounds Committee, positions I still occupy.

As an Association member, you elect a Board to protect your interests. You purchased here because you like the lifestyle and you feel good about the value Nepenthe holds in the real estate market. Every decision the Board has made during my tenure has been with this simple awareness.

Upon my election to Board President, my leadership skills were immediately tested when our long-term General Manager resigned. I spent much of the next seven months in the dual position of Board President and General Manager. Juggling “big picture awareness” with the day-to-day needs of our homeowners is no easy task. As I look back, I feel pride that I was able to navigate through those months successfully and I feel gratitude to the other directors, Linda Cook, Greg Beale, Will Vizzard and our superb office staff, Nirmal Dhesi and Christina Romero, who all went above and beyond the call of duty in their care for Nepenthe.

A month after Bettsi’s return, COVID-19 struck. To say it has been a tumultuous year would be an understatement. In coping with the challenges, we made decisions around the use of the amenities that some members of the Association found fault with, especially the closing of the swimming pools. When making these decisions, there was no playbook for dealing with a pandemic. We relied on the advice of counsel and chose to limit the Association’s exposure to liability. Making decisions that may be unpopular is part of what is required in Board service and, looking back, I would vote the same way. Responsible leadership adds to Nepenthe’s overall value.

As Board President, my priority has always been to act in the best interests of the whole community. It is important to understand that Board decisions cannot be made by responding to various community pressures but must instead be made in light of the fiscal and legal needs of the whole community.

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Financial responsibility is the most crucial issue in Board decisions. We need close scrutiny and financial focus to reach targeted goals such as sound buildings, safe amenities and a beautiful landscape. It is all very well to want to keep dues down but this desire means nothing without grappling with the details of financial management.

Bringing Carson Landscape aboard has been a real value-add to Nepenthe and is the accomplishment I am most proud of as your President. Carson came to us with some very specific recommendations to enhance our beautiful grounds and help control maintenance costs moving forward. This is the first contractor we've worked with that has provided concrete ways for us to achieve the community goals adopted in the Grounds Vision Plan. The Grounds Committee and the Board are currently in the process of deciding how to move forward on these recommendations. This is important work that will require continued, consistent leadership to see it through to completion.

A word about my work experience: for several years, I oversaw opening large UK-managed hotels in the Middle East, a job which honed my organizational skills, my ability to assess contracts and work within a budget. Later I worked for Lockheed Martin in International Sales and Business Development. One of the most exciting but also demanding parts of my work was organizing sales/technological support for international airshows. In this capacity, I worked with various divisions and personnel ranging from salespersons to engineers to military. Fielding these competing interests and areas of expertise helped me understand how to bring disparate parties together for a common purpose.

I feel very fortunate to have lived for over 30 years in this unique community. I hope to continue exploring ways to preserve the value and beauty of the area while monitoring financial expenditures with an eye to meeting our future financial challenges as efficiently as possible.

My top three priorities for Nepenthe during the next two years are informed by my overarching desire to protect and enhance the value of this unique and beautiful community:

1. Achieve operational excellence by controlling expenses as much as is reasonable and possible.
2. Modernize and simplify grounds maintenance by fully implementing the adopted Grounds Vision Document.
3. Continue to uphold the governing documents as they provide the basis for all of us to understand our roles within the Association.

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CHRISTINA GEORGE

for the Nepenthe Board




**VOTE for
proven
leadership**

Committed Collaborative

Effective Responsible Integrity

My top three priorities for Nepenthe for the next two years are:

- Control expenses, with clear and transparent financial reports.
- Modernize grounds maintenance and reduce water usage.
- Work collaboratively and respectfully to ensure the safety and well-being of our community.

If you are looking for someone not afraid to speak up and deal in facts, then vote for **CHRISTINA GEORGE**. 

**Endorsed by: Markus Dascher, Bill Henle, Will Vizzard,
Alan Watters, Susan Timmer, Steve Huffman, Linda Cook**

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Board Candidate Questionnaire

The Nominating Committee is asking each candidate to answer the following questions. The responses will be provided to homeowners in the newsletter and ballot mailer to assist them in evaluating candidates. In addition, each candidate is asked to provide a personal statement. This form will be on the backside of your statement. The committee realizes that there may be some overlap between the two; however, the questionnaire assures that certain basic information is addressed for homeowners.

Your name: **CHRISTINA GEORGE**

Please specify your experience with Nepenthe committees or other Nepenthe activities.

Member Nepenthe Board of Directors 2017-2021 (Served as Treasurer and President)

Grounds Committee (Chair)

Ad hoc Tennis Committee (Chair)

Ad hoc Parking Committee

Are you able and willing to devote 16 to 32 hours a month to association business? YES

Are you willing to sign and abide by the Nepenthe Conflict of Interest Policy? YES

<https://nepenthehoa.com/wp-content/uploads/2023/03/Conflict-of-Interest-Policy.Adopted-2014-01-22.pdf>

Will you be able to attend monthly Board meetings (including Executive Session), as well as to serve as Board liaison to one or more committees? YES

Will you be willing to be listed on the association financial accounts and available to sign checks and authorizations? YES

Will you be willing to accept feedback, inquiries, etc. from homeowners and share that with the Board and Management? YES

What do you view as the three most challenging issues for Nepenthe during the next two years?

1. Controlling expenses as much as is reasonable and possible, working with management to obtain clear and transparent financial reports
2. Maintaining the condition of grounds, siding, roofs and common assets
3. Maintaining long term financial viability

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Time and Materials Budget

Service	Crew Size	Days/Qty.	Total Hours	Labor Rate/Unit Price	Total Price
Landscape Improvement	1	46	1472	\$102.00	154,560.00
All Materials & Green Waste Fee		15		\$1,000.00	346,000
Design and Plan Services					included
Project Management					included
Equipment					included
Time and Materials Budget					\$200,560.00

TERMS: Payment in full is due upon completion of the work. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees and court costs. Any alteration or deviation from the above involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. Our workers are fully covered by workers' compensation and our firm is covered by liability insurance. This proposal may be withdrawn by us if not accepted within 30 days.

Carson Landscape Industries
 Contractor's License No. 470283
 9530 Elder Creek Rd.
 Sacramento, CA 95829-0306
 Tel: 916-856-5400 • Fax: 916-856-3410
 Email: ulopez@carsoul975.com

Nepenthe Association
 1131 Commons Drive
 Sacramento, CA 95825
 Tel: 916-929-8384
 Email: Dusty.favichia@fsresidential.com

By: Oscar Lopez (by DS)

Name: Oscar Lopez

Title: Account Manager

Date: 10/23/2023

By: CHRISTINA GEORGE

Name: Christina George

Title: MEMBER AT LARGE

Date: OCTOBER 26, 2023

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Zone 3 Tree Work Proposal



CARSON LANDSCAPE INDUSTRIES

9530 Elder Creek Road, Sacramento, CA 95829 P.916.231.8733

DATE: 07/10/2023

RE: Tree Work Proposal Zone (3) – from Arborist Report dated 07/03/2023
Nepenthe Association
Sacramento

This Proposal is to provide labor and material as stated below. All tree work is in accordance with ANSI A300 standards and the scope of work referenced in Addendum #1.

Tree Removal and Stump Grinding

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #1 Figure 1-2	Birch	Zone (3) No Tag 303 Dunbarton Cir.	1	Tree Removal 3 Hours Stump Grinding
Item #2 Figure 3-4	Cedar	Zone (3) Tree #809 605 Dunbarton Cir.	1	Tree Removal 24 Hours Stump Grinding
Item #3 Figure 5	Birch	Zone (3) No Tag 709 Dunbarton Cir.	1	Tree Removal 6 Hours Stump Grinding
Item #4 Figure 6	Magnolia	Zone (3) Tree #715 709 Dunbarton Cir.	1	Tree Removal 6 Hours Stump Grinding
Item #5 Figure 7	Birch	Zone (3) Tree #342 817 Dunbarton Cir.	1	Tree Removal 6 Hours Stump Grinding
Item #6 Figure 8-9	Cedar	Zone (3) Tree #788 709 Dunbarton Cir.	1	Tree Removal 24 Hours Stump Grinding
Item #7 Figures 10	Cedar	Zone (3) Tree #709 1007 Dunbarton Cir.	1	Tree Removal 36 Hours Stump Grinding
Tree Removals (105) Hours:				\$12,600.00
Stump Grinding (14) Hours:				\$2,520.00
Wood Green Waste Fee:				\$1,760.00
Permit Fee:				\$350.00
Tree Removal and Stump Grinding Total:				\$17,240.00

Client/Owner: ef

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CARSON LANDSCAPE INDUSTRIES

Pruning Priority Levels	
A	High Priority
B	Moderate Priority
C	Low Priority

Priority Level A – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #9 Figure 12	Cedar	Zone (3) Trees #917,918,919 1395 Commons Dr. & 107 Dunbarton Cir.	3	Reduction Prune of tree canopy 24 Hours
Item #11 Figure 14	Locust	Zone (3) Tree #906 1359 Commons Dr.	1	Large Branch Removal 6 Hours
Item #19 Figure 23	Redwood	Zone (3) No Tag 411 Dunbarton Cir.	1	Trunk Restoration Work 12 Hours
Item #20 Figure 24	Cedar	Zone (3) No Tag 405 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #21 Figure 25	Cedar	Zone (3) No Tag 507 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #22 Figure 26	Cedar	Zone (3) Tree #980 603 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #26 Figure 32	Ash	Zone (3) Tree #1052 1007 Dunbarton Cir.	1	Large Branch Removal 6 Hours
Item #28 Figures 34	Redwood	Zone (3) Tree #693 1109 & 1111 Dunbarton Cir.	1	Reduction Prune of co-dominant tops 12 Hours
Tree Pruning (96) Hours:				\$10,080.00
Wood Green Waste Fee:				\$660.00
Permit Fee:				\$120.00
Subcontractor Crane Service:				\$5,600.00
Level A Tree Pruning Total:				\$16,460.00

Client/Owner: 

18




Priority Level B – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description	
Item #8 Figure 11	Liquidambar	Zone (3) No Tag, Tree #925 1395 Commons Dr.	2	Reduction Prune of tree canopy 24 Hours	
Item #10 Figure 13	Cedar	Zone (3) No Tag 109 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours	
Item #12 Figure 15	Live Oak	Zone (3) Tree #895 1333 Commons Dr.	1	Reduction Prune of tree canopy 12 Hours	
Item #14 Figure 17	Liquidambar	Zone (3) No Tag 301 Dunbarton Cir.	1	Reduction Prune of tree canopy 24 Hours	
Item #17 Figure 21	Cedar	Zone (3) Tree #854 2330 Swarthmore Dr.	1	Reduction Prune of tree canopy 12 Hours	
Item #18 Figure 22	Cedar	Zone (3) Tree #842 409 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours	
Item #25 Figure 29-31	Tulip	Zone (3) Trees #711,717,718,719 Greenbelt along University Ave near 905-1007 Dunbarton Cir.	4	Full Prune 48 Hours	
				Tree Pruning (144) Hours:	\$15,120.00
				Wood Green Waste Fee:	\$960.00
				Permit Fee:	\$120.00
				Level B Tree Pruning Total:	\$16,200.00

Priority Level C – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description	
Item #13 Figures 16	Chinese Elm	Zone (3) Tree #891 1329 Commons Dr.	1	Growth Training & Shaping 6 Hours	
Item #15 Figures 18	Pistache	Zone (3) No Tags 2277 Swarthmore Dr.	2	Reduction Prune of tree canopy 12 Hours	
Item #16 Figures 19-20	Maple	Zone (3) No Tag 401 Dunbarton Cir.	1	Structural Prune 6 Hours	
Item #23 Figure 27	Liquidambar	Zone (3) Tree #816 605 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours	
Item #24 Figure 28	Pistache	Zone (3) Tree #985 601 Dunbarton Cir.	1	Reduction Prune of tree canopy 9 Hours	
Item #27 Figure 33	Red Oak	Zone (3) No Tag 1013 Dunbarton Cir.	1	Reduction & Structural Prune 12 Hours	
				Tree Pruning (105) Hours:	\$5,670.00
				Wood Green Waste Fee:	\$400.00
				Permit Fee:	\$120.00
				Level C Tree Pruning Total:	\$6,190.00

Client/Owner: 

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CARSON LANDSCAPE INDUSTRIES

<u>Service Descriptions</u>	<u>Price</u>
Tree Removals	\$12,600.00
Stump Grinding	\$2,520.00
Level A Tree Pruning	\$10,080.00
Level B Tree Pruning	\$15,120.00
Level C Tree Pruning	\$5,670.00
Wood Green Waste Fee	\$3,780.00
Subcontractor Crane Service	\$5,600.00
Permit Fee	\$720.00
Zone 3 Tree Work Grand Total:	\$56,090.00

NOTES

1. Due to the increased regulatory costs for disposal of wood waste, a Green Waste Recycling Fee applies to all Tree Services, Effective July 1, 2019.
2. Upon approval Addendum #1 is incorporated and an enforceable part of this proposal.
3. This proposal may be withdrawn by us if not accepted within 30 days.

TERMS AND CONDITIONS:

Net due upon 30 days. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees and court costs. Any alteration or deviation from the above involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. The Grove Total Tree Care is not to be held liable for damage to irrigation when grinding stumps. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance.

CONTRACTOR:

The Grove Total Tree Care
 A division of Carson Landscape Industries
 9530 Elder Creek Road, Sacramento, CA 95829
 Contractor's License # 1034968
 Ph: (916) 231-8733 * Fax: (916) 856-5410
 Email: pdubois@thegrovetotaltreecare.com

CLIENT/OWNER:

The Nepenthe Association
 1131 Commons Dr.
 Sacramento, CA 95825
 Phone: (916) 929-8380
 Email: Dusty.favichia@fsresidential.com

By: Paul Dubois (by JC)
 Name: Paul Dubois
 Title: Account Manager/Arborist
 Date: 07/10/2023

By: Christina George
 Name: CHRISTINA GEORGE
 Title: MEMBER AT LARGE
 Date: 8/2/2023

Client/Owner: [Signature]

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Addendum 1

General Terms and Conditions



CARSON LANDSCAPE INDUSTRIES

Scope of Work: All contracted services performed by The Grove are in accordance with the "Practical Specifications for Contract Tree Management," through the American National Standards Institute and all pruning conforms to ANSI A300 guidelines. The Grove conducts all work in compliance with ISA ANSI Z133 Standards, OSHA and all state and local regulations. Contracted tree care work includes removal of all resultant debris and job site cleanup.

Payment & Invoicing: Work will be invoiced in full upon completion. Payment is due 10 days from date of invoice. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees, and court costs.

Change Orders & Additional Work: Any alteration or deviation to this proposal involving extra cost of material and/or labor will only be executed upon written and signed orders for same, and will become an extra charge over the sum mentioned in this contract. The order must describe the scope encompassed by the change order, the amount to be added or subtracted from the contract and the effect the order will have on the schedule of progress payments, if applicable. Failure to obtain a signed Change Order does not preclude the recovery by Contractor of compensation for work performed based upon quasi contract, quantum meruit, restitution or other similar legal or equitable remedies.

Tree & Stump Removal/Grinding: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump is completed 8-12 inches below surface grade at an additional charge to the Client/Owner.

Scheduling of Work: This proposal is null and void if the jobsite conditions materially change from the time of approval of this proposal to the time work starts, such that the job costs are adversely changed. Scheduling of work is dependent on weather conditions and workloads.

Permits, Fees & Assessments: Unless otherwise agreed to in writing by both parties, the owner assumes full responsibility to obtain and pay for all necessary permits, fees, property taxes, and assessments.

Disclaimer: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. Visual inspection is reflected solely in bid provided. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by The Grove is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results.

Liability: The Grove is not responsible for damage done to sprinklers or underground utilities such as, but not limited to, cable, water, gas and electrical. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. The Grove will repair damaged irrigation lines at the Client/Owner's expense and approval. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Commercial General Liability Insurance: Contractor carries commercial general liability insurance written by Golden Eagle Insurance. You may call John O. Bronson Company at 916-480-4158 to verify our coverage.

Worker's Compensation Insurance: Contractor carries worker's compensation insurance for all employees.

Attorney's Fees: In the event that litigation is commenced to interpret or enforce any of the rights or obligations under this Agreement, the prevailing party shall be entitled to recover his attorney's fees and litigation expenses incurred as a result of the litigation. Said attorney's fees and expenses shall be fixed by the court or arbitrator.

Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

Client/Owner: eg

Zone 4 Tree Work Proposal



CARSON LANDSCAPE INDUSTRIES

9530 Elder Creek Road, Sacramento, CA 95829 P.916.231.8733

DATE: 07/11/2023

RE: Tree Work Proposal Zone (4) – from Arborist Report dated 07/03/2023
Nepenthe Association
Sacramento

This Proposal is to provide labor and material as stated below. All tree work is in accordance with ANSI A300 standards and the scope of work referenced in Addendum #1.

Tree Removal and Stump Grinding

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #1 Figure 1	Zelkova	Zone (4) Tree #1215 308 Dunbarton Cir.	1	Tree Removal 3 Hours Stump Grinding
Item #2 Figures 2-3	Locust	Zone (4) Tree #1229 500 Dunbarton Cir.	1	Tree Removal 6 Hours Stump Grinding
Item #3 Figures 4-6	Hackberry	Zone (4) Tree #1154 108 Dunbarton Cir.	1	Tree Removal 24 Hours Stump Grinding
Item #4 Figure 7	Deodar Cedar	Zone (4) Tree #180 706 Dunbarton Cir.	1	Tree Removal 24 Hours Stump Grinding
				Tree Removals (57) Hours: \$6,840.00
				Stump Grinding (8) Hours: \$1,440.00
				Wood Green Waste Fee: \$1,020.00
				Permit Fee: \$360.00
				Tree Removal and Stump Grinding Total: \$9,660.00

Client/Owner: ef



CARSON LANDSCAPE INDUSTRIES

Pruning Priority Levels	
A	High Priority
B	Moderate Priority
C	Low Priority

Priority Level A – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #5 Figure 8	Redwood	Zone (4) No Tag, Tree #1098 1427 Commons Dr.	2	Reduction Prune of co-dominant tops 12 Hours
Item #7 Figure 10	Cedar	Zone (4) Trees #1104,1105 1403/1405 Commons Dr.	2	Reduction Prune of tree canopies 24 Hours
Item #8 Figure 13	Cedar	Zone (4) Trees #1167,1168 100 Dunbarton Cir.	2	Reduction Prune of tree canopies 24 Hours
Item #9 Figure 14	Redwood	Zone (4) No Tag Cabana on Dunbarton Cir.	1	Reduction Prune of co-dominant top 12 Hours
Item #11 Figure 16	Redwood	Zone (4) No Tag 304 Dunbarton Cir.	1	Reduction Prune of co-dominant top 12 Hours
Item #14 Figure 21	Canary Island Pine	Zone (4) No Tag 714 Dunbarton Cir.	1	Reduction Prune of co-dominant top 18 Hours
Item #16 Figure 23	Canary Island Pine	Zone (4) No Tag 1016 Dunbarton Cir.	1	Reduction Prune of co-dominant top 18 Hours
Item #18 Figures 25-26	Deodar Cedar	Zone (4) No Tag 506 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #19 Figure 27	Ash	Zone (4) Tree #1127 1106 Dunbarton Cir.	1	Reduction Prune of tree canopy 24 Hours
Tree Pruning (156) Hours:				\$16,380.00
Wood Green Waste Fee:				\$1,220.00
Permit Fee:				\$120.00
Subcontractor Crane Service:				\$8,400.00
Level A Tree Pruning Total:				\$26,120.00

Client/Owner: cf

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Priority Level B – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #6 Figure 9	Cedar	Zone (4) Tree #1093 1417 Commons Dr.	1	Reduction Prune of tree canopy 12 Hours
Item #12 Figure 17	Deodar Cedar	Zone (4) No Tag 506 Dunbarton Cir.	1	Reduction Prune of tree canopy 12 Hours
Item #13 Figure 20	Cedar	Zone (4) Trees #1252,1255 702 Dunbarton Cir.	2	Reduction Prune of tree canopies 24 Hours
Item #15 Figure 22	Canary Island Pine	Zone (4) Trees #1280,1281 802/804 Dunbarton Cir.	2	Reduction Prune of tree canopies 24 Hours
Item #17 Figure 24	Deodar Cedar	Zone (4) Trees #1296,1294, No Tag 810 Dunbarton Cir.	3	Reduction Prune of tree canopies 24 Hours
				Tree Pruning (96) Hours: \$10,080.00
				Wood Green Waste Fee: \$700.00
				Permit Fee: \$120.00
				Level B Tree Pruning Total: \$10,900.00

Priority Level C – Tree Pruning

Item and Figure #	Tree Species	Location	Qty	Service Description
Item #10 Figure 16	Redwood	Zone (4) Tree #1197 212 Dunbarton Cir.	1	Full Prune 12 Hours
Item #20 Figures 28-29	Red Maple	Zone (4) No Tag 1100 Dunbarton Cir.	1	Reduction Prune of tree canopy 9 Hours
				Tree Pruning (21) Hours: \$2,205.00
				Wood Green Waste Fee: \$160.00
				Permit Fee: \$120.00
				Level C Tree Pruning Total: \$2,485.00

Client/Owner: *CS*



CARSON LANDSCAPE INDUSTRIES

<u>Service Descriptions</u>	<u>Price</u>
Tree Removals	\$6,840.00
Stump Grinding	\$1,440.00
Level A Tree Pruning	\$16,380.00
Level B Tree Pruning	\$10,080.00
Level C Tree Pruning	\$2,205.00
Wood Green Waste Fee	\$3,100.00
Subcontractor Crane Service	\$8,400.00
Permit Fee	\$720.00
Zone 4 Tree Work Grand Total:	\$49,165.00

NOTES

1. Due to the increased regulatory costs for disposal of wood waste, a Green Waste Recycling Fee applies to all Tree Services, Effective July 1, 2019.
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3. This proposal may be withdrawn by us if not accepted within 30 days.

TERMS AND CONDITIONS:

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CONTRACTOR:

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CLIENT/OWNER:

The Nepenthe Association
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 Phone: (916) 929-8380
 Email: Dusty.favichia@fsresidential.com

By: Paul Dubois (by JC)
 Name: Paul Dubois
 Title: Account Manager/Arborist
 Date: 07/11/2023

By: Christina George
 Name: CHRISTINA GEORGE
 Title: MEMBER AT LARGE
 Date: 8/2/2023

Client/Owner: [Signature]

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Addendum 1

General Terms and Conditions



Scope of Work: All contracted services performed by The Grove are in accordance with the "Practical Specifications for Contract Tree Management," through the American National Standards Institute and all pruning conforms to ANSI A300 guidelines. The Grove conducts all work in compliance with ISA ANSI Z133 Standards, OSHA and all state and local regulations. Contracted tree care work includes removal of all resultant debris and job site cleanup.

Payment & Invoicing: Work will be invoiced in full upon completion. Payment is due 10 days from date of invoice. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees, and court costs.

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Disclaimer: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. Visual inspection is reflected solely in bid provided. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by The Grove is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results.

Liability: The Grove is not responsible for damage done to sprinklers or underground utilities such as, but not limited to, cable, water, gas and electrical. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. The Grove will repair damaged irrigation lines at the Client/Owner's expense and approval. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

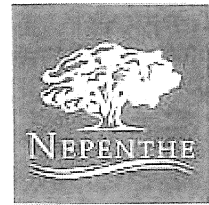
Commercial General Liability Insurance: Contractor carries commercial general liability insurance written by Golden Eagle Insurance. You may call John O. Bronson Company at 916-480-4158 to verify our coverage.

Worker's Compensation Insurance: Contractor carries worker's compensation insurance for all employees.

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Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

Client/Owner: 



NEPENTHE ASSOCIATION

Open Session Nepenthe Board of Directors

December 27, 2023 5:30 PM
Nepenthe Clubhouse
1131 Commons Drive
Sacramento, CA

MINUTES

Directors Present

MARKUS DASCHER TTEE - President
CHERYL NELSON - Vice President
JACQUELYN GREBITUS - Secretary
WILLIAM HENLE TRUSTEE - Treasurer
CHRISTINA GEORGE - Member at Large

Directors Absent

None

Additional Attendees

Dusty Favichia, General Manager, FirstService Residential Management, Inc.
Julienna Michel, Administrative Assistant, FirstService Residential Management, Inc.
Bradley J. Epstein, Partner, Grime Law. Present via Zoom

I. CALL TO ORDER

Board President Markus Dascher announced that following the December 18, 2023, Special Open Board Meeting, the Board has learned of alternative options pertaining to the recently received Recall Petition, that they had not been aware of previously.

II. HOMEOWNER FORUM

The Board Vice President made note of all homeowner comments, questions and statements and will determine if future board action is warranted.

III. EXECUTIVE SESSION ACKNOWLEDGEMENT/ANNOUNCEMENT

IV. NEW BUSINESS

A. 12.18.2023 MINUTES (CORRECTED)

Resolved

The Open Session Minutes dated December 18, 2023, are approved as **corrected**.

Motion: JACQUELYN GREBITUS

Second: MARKUS DASCHER TTEE

AYEs: JACQUELYN GREBITUS, CHERYL NELSON, WILLIAM HENLE TRUSTEE, MARKUS DASCHER TTEE

NAYs: None

Recused: CHRISTINA GEORGE

▶ *Resolved*
The motion passed

B. RECALL PETITION

Resolved

The Board of Directors revisited issues related to the Board Member Recall Election Petition. The Recall Petition was discussed, and the following motion was made:

A motion was made to **rescind** the Board of Director's December 18, 2023, vote to proceed with voting procedures pursuant to the Recall Petition received on December 6, 2023. The motion includes rescinding the vote to approve the date of May 3, 2024, for an open meeting for the purpose of receiving, and if a quorum was established, opening and tabulating the votes for the Recall Petition. This motion confirms the Board's decision to **rescind** their December 18, 2023, approval of the recall petition, and this matter is hereby put back to the petitioners.

Motion: CHERYL NELSON

Second: JACQUELYN GREBITUS

AYEs: JACQUELYN GREBITUS, CHERYL NELSON, WILLIAM HENLE TRUSTEE, MARKUS DASCHER TTEE

NAYs: None

Recused: CHRISTINA GEORGE

▶ *Resolved*
The motion passed

C. OTHER PROPOSED ACTIONS

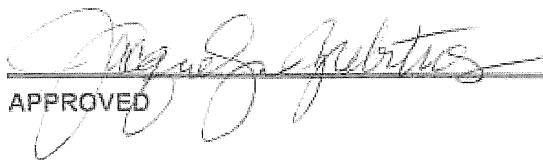
No other actions were proposed or taken pertaining to the Recall Petition.

V. NEXT BOARD MEETING

The Association's next open Board meeting will be held January 3, 2024, at 6:00 pm.

VI. ADJOURN

The meeting adjourned at 6:32 pm.


APPROVED


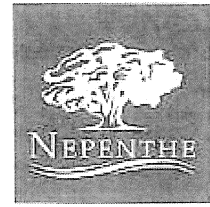

DATE

EXHIBIT C



NEPENTHE ASSOCIATION
Open Session Nepenthe Board of Directors

December 27, 2023 5:30 PM
 Nepenthe Clubhouse
 1131 Commons Drive
 Sacramento, CA

MINUTES

Directors Present

MARKUS DASCHER TTEE - President
 CHERYL NELSON - Vice President
 JACQUELYN GREBITUS - Secretary
 WILLIAM HENLE TRUSTEE - Treasurer
 CHRISTINA GEORGE - Member at Large

Directors Absent

None

Additional Attendees

Dusty Favichia, General Manager, FirstService Residential Management, Inc.
 Julienna Michel, Administrative Assistant, FirstService Residential Management, Inc.
 Bradley J. Epstein, Partner, Grime Law. Present via Zoom

I. CALL TO ORDER

Board President Markus Dascher announced that following the December 18, 2023, Special Open Board Meeting, the Board has learned of alternative options pertaining to the recently received Recall Petition, that they had not been aware of previously.

II. HOMEOWNER FORUM

The Board Vice President made note of all homeowner comments, questions and statements and will determine if future board action is warranted.

III. EXECUTIVE SESSION ACKNOWLEDGEMENT/ANNOUNCEMENT

IV. NEW BUSINESS

A. 12.18.2023 MINUTES (CORRECTED)

Resolved

The Open Session Minutes dated December 18, 2023, are approved as **corrected**.

Motion: JACQUELYN GREBITUS

Second: MARKUS DASCHER TTEE

AYEs: JACQUELYN GREBITUS, CHERYL NELSON, WILLIAM HENLE TRUSTEE, MARKUS DASCHER TTEE

NAYs: None

Recused: CHRISTINA GEORGE

▶ *Resolved*
The motion passed

B. RECALL PETITION

Resolved

The Board of Directors revisited issues related to the Board Member Recall Election Petition. The Recall Petition was discussed, and the following motion was made:

A motion was made to **rescind** the Board of Director's December 18, 2023, vote to proceed with voting procedures pursuant to the Recall Petition received on December 6, 2023. The motion includes rescinding the vote to approve the date of May 3, 2024, for an open meeting for the purpose of receiving, and if a quorum was established, opening and tabulating the votes for the Recall Petition. This motion confirms the Board's decision to **rescind** their December 18, 2023, approval of the recall petition, and this matter is hereby put back to the petitioners.

Motion: CHERYL NELSON

Second: JACQUELYN GREBITUS

AYEs: JACQUELYN GREBITUS, CHERYL NELSON, WILLIAM HENLE TRUSTEE, MARKUS DASCHER TTEE

NAYs: None

Recused: CHRISTINA GEORGE

▶ *Resolved*
The motion passed

C. OTHER PROPOSED ACTIONS

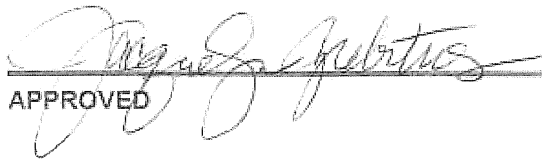
No other actions were proposed or taken pertaining to the Recall Petition.

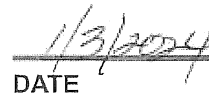
V. NEXT BOARD MEETING

The Association's next open Board meeting will be held January 3, 2024, at 6:00 pm.

VI. ADJOURN

The meeting adjourned at 6:32 pm.


APPROVED


DATE

From: Nepenthe Association <Communications@mc.fsresidential.com>

Date: May 22, 2024 at 6:00:21 PM PDT

To: tangeraas@me.com

Subject: Nepenthe - Notice of Recall

Reply-To: Nicole Marks <Nicole.Marks@fsresidential.com>

Nepenthe Residents,

Recently, the Board of Directors received a petition to recall (remove) one of the members of the Board of Directors, Christina George.

The Nepenthe Board has determined that proceeding with the recall election that has been on hold is in the best financial interest of the community. While the Board asserts that the charges made on the recall petition against Director George are incorrect, the Board wishes to curtail the increasing costs by limiting additional legal expenses.

The Board has made several arrangements for information on this matter:

- A copy of the calendar will be available in the office
- To avoid any appearance of unfairness in the process, an outside firm has been engaged to conduct the election
- Copies of the 6 recall petition statements will be in the clubhouse for any homeowner to review (the allegations are not the same on each petition)
- The list of original signatories and those confirmed as eligible to sign petitions will also be available for review in the clubhouse
- Copy of statement from Christina George

The recall election calendar and process procedure are below. The election ballot will have 2 segments. The first will be on the recall itself. You will vote to either recall or not to recall the Director. In the second section, if the majority votes for the recall, you will vote for a candidate to fill the position.

In accordance with the Association's Bylaws and the Corporations Code, a special meeting has been scheduled for:

Date: September 18, 2024

Time: 6:00 PM

Location: Nepenthe Clubhouse, 1131 Commons Drive, Sacramento, CA 95824

Purpose: To hold a special meeting of the membership to conduct a vote whether or not to recall (remove) Christina George and if the Director is recalled, to elect a member to the Board of Directors.

Inspector of Election: The Board of Directors has contracted with an independent vendor, The Ballot Box, to serve as the Inspector of Election for the purpose of solicitation of candidates and preparation, receipt and tabulation of the ballots for this meeting.

Candidate Solicitation: In the event the Director is recalled, a member will be elected to the Board to serve the remainder of the existing term. Any member interested in serving as a Director is required to register with The Ballot Box with the use of the enclosed form. Applications received after the deadline date will not be accepted.

Candidates must be registered by June 24, 2024, by 12:00 PM

In addition, Management along with the Board have received questions regarding the cost for the recall election. Please see below for costs directly associated with the recall election to date:

February 2023	\$4,498.84
March 2023	\$2,796.92
April 2023	\$810
December 2023	\$8,370
January 2024	\$4,276.43
Total as of April 2024	\$20,752.19

Please note, there will be additional costs associated with the recall (i.e. inspector of election costs and attorney costs)

Recall Calendar:

- 5/24/24 - recall notice with call for candidate application mailing
- 6/24/24 – deadline for candidates’ registration
- 7/9/24 – 60-day notice/pre-ballot notice mailing
- 8/8/24 – ballots mailed
- 9/16/24 – mailed ballot deadline
- 9/18/24 – recall meeting

Please reach out to Management if you have any questions or concerns.

View Attachment(s)

If the above link is not clickable please copy and paste the link below into your browser's address windows

<https://portal.connectresident.com/masscommattachments?data=CfDJ8C%2FECTUPkWdOt6vOK%2Bs3Yj9foLMO6aagbetIW9bsGAeLUwm9mP7eFb4%2BuZN9ZJSXHmGMEhZ24JKzgUWBMW6XxrB4kuk7gCY2kkQdJQtL8XuAmteWw0qiVImInEb7Lu9%2FqDkUZjlarw%2FPkAdOeDKbrc%3D>

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Nepenthe Residents,

Recently, the Board of Directors received a petition to recall (remove) one of the members of the Board of Directors, Christina George.

The Nepenthe Board has determined that proceeding with the recall election that has been on hold is in the best financial interest of the community. While the Board asserts that the charges made on the recall petition against Director George are incorrect, the Board wishes to curtail the increasing costs by limiting additional legal expenses.

The Board has made several arrangements for information on this matter:

- A copy of the calendar will be available in the office
- To avoid any appearance of unfairness in the process, an outside firm has been engaged to conduct the election
- Copies of the 6 recall petition statements will be in the clubhouse for any homeowner to review (the allegations are not the same on each petition)
- The list of original signatories and those confirmed as eligible to sign petitions will also be available for review in the clubhouse
- Copy of statement from Christina George

The recall election calendar and process procedure are below. The election ballot will have 2 segments. The first will be on the impeachment itself. You will vote to either recall or not to recall the Director. In the second section, if the majority votes for the recall, you will vote for a candidate to fill the position.

In accordance with the Association's Bylaws and the Corporations Code, a special meeting has been scheduled for:

Date: September 18, 2024

Time: 6:00 PM

Location: Nepenthe Clubhouse, 1131 Commons Drive, Sacramento, CA 95824

Purpose: To hold a special meeting of the membership to conduct a vote whether or not to recall (remove) Christina George and if the Director is recalled, to elect a member to the Board of Directors.

Inspector of Election: The Board of Directors has contracted with an independent vendor, The Ballot Box, to serve as the Inspector of Election for the purpose of solicitation of candidates and preparation, receipt and tabulation of the ballots for this meeting.

Candidate Solicitation: In the event the Director is recalled, a member will be elected to the Board to serve the remainder of the existing term. Any member interested in serving as a Director is required to register with The Ballot Box with the use of the enclosed form. Applications received after the deadline date will not be accepted.

Candidates must be registered by June 24, 2024, by 12:00 PM

In addition, Management along with the Board have received questions regarding the cost for the recall election. Please see below for costs directly associated with the recall election to date:

February 2023	\$4,498.84
March 2023	\$2,796.92
April 2023	\$810
December 2023	\$8,370
January 2024	\$4,276.43
Total as of April 2024	\$20,752.19
<i>Please note, there will be additional costs associated with the recall (i.e. inspector of election costs and attorney costs)</i>	

Recall Calendar:

- 5/24/24 - recall notice with call for candidate application mailing
- 6/24/24 – deadline for candidates’ registration
- 7/9/24 – 60-day notice/pre-ballot notice mailing
- 8/8/24 – ballots mailed
- 9/16/24 – mailed ballot deadline
- 9/18/24 – recall meeting

Please reach out to Management if you have any questions or concerns.

Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.

PURPOSE: Remove Christina George, as director of the Nepenthe Board and if successful, elect a new candidate

VIOLATIONS OF BYLAWS and DIRECTOR MISCONDUCT for the removal of Director Christina George are as follows:

1. **Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association.
2. **Breach of Fiduciary Duty:** Abused and ignored fiduciary responsibilities and her duty of prudent business management.

ATTACHMENTS:

- NOTICE OF VIOLATION OF BYLAWS AND DIRECTOR MISCONDUCT
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1. Laurence Bell	<i>Laurence Bell</i>	720 Elmhurst
2. Pamela Dunn	<i>Pamela Dunn</i>	716 Elmhurst
3. Bill White	<i>Bill White</i>	718 Elmhurst
4. Mark Schaefer	<i>Mark Schaefer</i>	1623 University
5. Bree Morris	<i>Bree Morris</i>	201 Dunbarton
6. PAULA CONNORS	<i>Paula Connors</i>	14 Adelphi Ct.
7. AMY MICKEL	<i>Amy Mickel</i>	12 Adelphi Ct.
8. Barbara Bevan	<i>Barbara Bevan</i>	1299 Vanderbilt Ct.
9. PETER FELKOFER	<i>Peter Felkoffer</i>	109 Dunbarton Circle
10. Ruth O'Day	<i>Ruth O'Day</i>	1112 Dunbarton Cir

26 TOTAL PAGES 1

Nepenthe HOA Board Member Christina George Recall Petition

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PURPOSE: Remove Christina George, as director of the Nepenthe Board and if successful, elect a new candidate

VIOLATIONS OF BYLAWS and DIRECTOR MISCONDUCT for the removal of Director Christina George are as follows:

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ATTACHMENTS:

- NOTICE OF VIOLATION OF BYLAWS AND DIRECTOR MISCONDUCT
- Grove contracts for Zones 3 and 4 dated August 2, 2023
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Owner Name	Signature	Address
1. Tom Quigley		2300 Amer. Rev. Dr.
2. Mike McCoy		17 COLBY CT.
3. Margaret Johnson		2316 AMERICAN 1422
4. M WACHTER		14 COLBY CT
5. Ron Holehouse		1109 Commons
6. Chris Welby		1107 Commons
7. Mike Welby		1101 Commons
8. David Lohenberg		1111 Commons
9. Paul Sheehan		31 Adelphi Ct.
10. Connie Fowler		1037 Commons

Nepenthe Board of Directors

Special Meeting Request to Remove Director of the Nepenthe Board

The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect replacement directors in the event the recall is successful.




PURPOSE: Remove Christina George, Member at Large as director of the Nepenthe Board

VIOLATIONS of bylaws and GENERAL MISCONDUCT for removal are as follows:

1. **Self-Dealing:** Prioritized landscape renovations and voted for approving proposals directly benefiting her personal home as an "interested director" as well as those of fellow directors without recusing self from voting.
2. **Fiscal Mismanagement:** Excessive dues increase and degradation of reserves through poor fiscal management and excessive spending for landscape renovations.
3. **Violation of Bylaws:** Authorized signers are officers of Nepenthe and Director Christina George, a Member at Large, is not an officer and directly violated bylaws by signing multiple contracts on behalf of the Nepenthe Association as well as entering into a contract exceeding one year.

ATTACHMENTS:

- Statement of Reasons
- Grove contracts for Zones 3 and 4 dated August 2, 2023
- Carson proposal dated October 26, 2023
- Candidate statements and postcards

Owner Name	Signature	Address
1. Zoby Cutler		1318 Vandercort Hwy
2. Denis White	Denis White	1411 Commons Dr.
3. Valentina Lopez		3 Adelphi Court
4. Courtney Delkin		119 VANDERCORT WAY 95825
5.		
6.		
7.		
8.		
9.		
10.		

Nepenthe HOA Board Member Christina George Recall Petition

Under Corporations Code 75109(c), Members may request a special meeting of the membership for the purpose of removing the entire Board or Individual directors and the election of new directors in the event the recall is successful. The undersigned members representing 5% or more of the Association hereby petition that the Board of Directors set the earliest reasonable date for a special membership meeting to removing one or more directors as described below and to elect a replacement director in the event the recall of Director Christina George is successful. The Board has 20 days from receipt of petition to set the date and give notice of the meeting date. If the Board does not meet this deadline, the persons calling the meeting may set the date and give notice (Corp Code 75119(c)). If the Board fails to give notice, the petitioners may give notice of the meeting which notice is not less than 35 nor more than 150 days after receipt of the request. Based on a change in the law effective January 1, 2022 (SB 432), if the recall is successful, the election would be conducted on the same date.

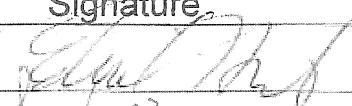
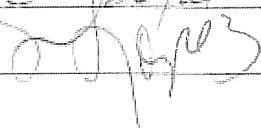
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	Owner Name	Signature	Address
1.	EDUARDO FELIX		5 ADELPHI CT
2.	Valentina Lopez		3 Adelpin Ct.
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Nepenthe HOA Board Member Christina George Recall Petition

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- Candidate statements and postcards

Owner Name	Signature	Address
1. Nancy Curley		809 Dunbarton Cir
2. Ron Saylor		713 Dunbarton Cir
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Nepenthe HOA Board Member Christina George Recall Petition

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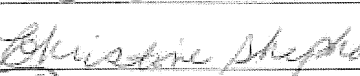


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ATTACHMENTS:

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- Candidate statements and postcards

Owner Name	Signature	Address
1. Ashley Tangeraus		1317 Vanderbilt Way
2. Patricia Meraz		1293 Vanderbilt Way
3. Dorothee C. Mull		1312 Vanderbilt Way
4. Betty Cukkle		1318 Vanderbilt Way
5. DeAnn Bilotta		105 Elmhurst Ct
6. MAUREEN White		1411 Cornas Drive Ct
7. Jeanne F. Carter		118 Humbarton Cir.
8. Rick Mahan		1269 Vanderbilt Way
9. CHRIS SHEPHARD		1158 Vanderbilt Way
10. Courtney DeHaven		1119 VANDERBILT WAY

Certification attesting to the validity of the signatures

All Owners signing said request is an Owner in Good Standing on the date the request was signed.

Ashley Tangeraas

Ashley Tangeraas, Sponsor

12/6/23

Date

Delivered to:

Melanie Dinscher

Name

12/6/23

Date

Recall Petition: Valid Signatures				
1	Laurence Bell	720 Elmhurst	Official Co-Owner	good
2	Bill White	718 Elmhurst	Official Owner	good
3	Mark Schaefer	1623 University	Official Owner	good
4	Beverly Morris	201 Dunbarton	Official Owner	good
5	Paula Connores	14 Adelphi	Official Owner	good
6	Amy Mickel	12 Adelphi	Official Owner	good
7	Barbara Bevan	1299 Vanderbilt	Official Owner	good
8	Peter Pelkofer	1019 Dunbarton	Official Owner	good
9	Richard Oday	1112 Dunbarton	Official Owner	good
10	Thomas Quigley	2300 American River	Official Owner	good
11	Michael Meyers	13 Colby	Official Owner	good
12	Marilyn Glavinovich	2316 American River	Official Owner	good
13	Michael Wachter	14 Colby Ct	Official Owner	good
14	Ron Holehouse	1109 Commons	Official Owner	good
15	Chris Wellins	1107 Commons	Official Owner	good
16	Michael Wellins	1101 Commons	Official Owner	good
17	David Lonbenberg	1111 Commons	Official Owner	good
18	Paul Sheenan	31 Adelphi Ct	Official Owner	good
19	Connie Fowler	1037 Commons DR	Official Owner	good
20	Denis White	1411 Commons	Official Owner	good
21	Edward Geil	5 Adelphi CT	Official Owner	good
22	Valentina Lopez	3 Adelphi Ct	Official Owner	*Signature 1 of 2
23	Nancy Curley	809 Dunbarton	Official Owner	good
24	Ron Saylor	713 Dunbarton	Official Owner	good
25	Ashley Tangerass	1317 Vanderbilt	Official Owner	good
26	Patricia Meraz	1293 Vanderbilt	Official Owner	good
27	Dorothee Mull	1312 Vanderbilt	Official Owner	good
28	Betsy Cuttle	1318 Vanderbilt	Official Owner	*Signature 1 of 2
29	Deann Bilotta	605 Elmhurst	Official Owner	good
30	Jeanne Corfee	118 Dunbarton	Official Owner	good
31	Richard Mahan	1269 Vanderbilt	Official Owner	good
32	Chris Shepard	1158 Vanderbilt	Official Owner	good
33	Courtenay Delfin	1119 Vanderbilt	Official Owner	*Signature 1 of 2

Recall Petition: Invalid Signatures				
1	Pamela Dunn	716 Elmhurst	Unofficial Owner	Invalid - Unofficial Owner
2	Maureen White	1411 Commoms	Resident	Invalid - Unofficial Owner
3	Valentina Lopez	3 Adelphi Ct	Official Owner	*Invalid - 2nd Signature
4	Betsy Cuttle	1318 Vanderbilt	Official Owner	*Invalid - 2nd Signature
5	Courtenay Delfin	1119 Vanderbilt	Official Owner	*Invalid - 2nd Signature

MY RESPONSES TO THE RECALL ALLEGATIONS – CHRISTINA GEORGE

The various recall petitions (there are 2 versions) allege three categories of wrongdoing which I deny. To respond appropriately, I have broken them down into 3 categories and will respond to them in order: 1) No Signature Authority/Violation of Bylaws; 2) Ignored Fiduciary Responsibilities/Excessive Spending; and 3) Self-Dealing. As a matter of background, I have lived in Nepenthe for 42 years, elected to the Board for 3 terms and was President of the Board during my last tenure during the pandemic. I have always taken pride in the fact that I adhere to the principals and rules of organizations I have served. I believe that volunteering is a responsibility of all of us and know sometimes difficult decisions are necessary albeit not always welcomed.

1. NO SIGNATURE AUTHORITY/VIOLATION OF BYLAWS

I have never signed a contract that did not receive Board approval. At no time as a Director do I act alone. **All Board decisions are authorized by a majority vote of the Directors.** The Nepenthe Board consists of 5 elected volunteers. No contracts, no proposals, and no Reserve expenditures occur without the approval of a majority vote of the Board. Once the Board votes, the General Manager implements the decisions.

Perhaps there is confusion about the difference between a contract bid and the process for approving specific projects. Nepenthe has a master contract with Carson Landscape for maintenance and for work 'as needed'. The 'as needed' work is defined by individual proposals which do not require signatures but still must be approved by the majority of the Board before the General Manager issues a work order. Vendor contracts are signed by the President of the Board as was the case with the current Carson contract. Sometimes approved proposals are reviewed and signed by the liaison Director assigned to the corresponding Committee. The Bylaws allow for the Member at Large to perform duties as assigned. Nepenthe historically assigns the right to sign associated documents to liaisons.

Bylaws Section 6.7. Delegation of Officers' Duties

The duties set forth above may be delegated to assistant officers, the Association Manager, or to other authorized agents or employees of the Association so long as the appropriate officer is ultimately responsible for oversight and supervision of such persons.

2. IGNORED FIDUCIARY RESPONSIBILITIES/EXCESSIVE SPENDING

Again, all Board decisions are authorized by a majority vote of the Directors. Failsafe measures in the order processing and vendor payment systems prevent any work or payment without that majority vote. The Board, in our CC&Rs and Bylaws, is charged with preserving, protecting and maintaining this community. Deferred maintenance is more costly in the long run and detrimental to home values. If an item costs a certain amount today, there is no evidence it will be less expensive later. We must continue to pay for our current needs and project our future needs with our Reserve Study. Dues are determined by allocating those costs among all homes.

3. SELF-DEALING

This allegation apparently refers to a pilot landscaping project conducted in 2021 in Zone 6 where I live but was not exclusive to my home. On May 5, 2021, the Board reviewed and approved the proposal by a vote of 4 to 1 in **OPEN** session – records are on the Nepenthe website. The Board has ultimate responsibility for oversight of all projects. No one director may act alone; the Board speaks as one voice.