

FIELDSTONE OWNERS ASSOCIATION
Board of Directors Meeting
Meeting Agenda
June 3, 2023 at 1:00pm

- **PHYSICAL MEETING LOCATION:** Fieldstone Pool/BBQ Area
- **ZOOM DETAILS:**
<https://us02web.zoom.us/j/89805061505?pwd=R3REb1p3UFJBVm0zOTFVUIBDTkNldz09>
Meeting ID: 898 0506 1505 Passcode: 333038
One tap mobile
+16699006833,,89805061505#,,,,*333038#
Dial by phone: +1 669 900 6833 Meeting ID: 898 0506 1505 Passcode: 333038

AGENDA

- **Meeting Called to Order**
- **Board Attendance**
- **Minutes**
 - a. The board will consider approving the 4/29/23 board meeting minutes
 - b. The board will consider approving the 5/9/23 executive session meeting minutes
 - c. The board will consider approving the 5/18/23 executive session meeting minutes

OPEN FORUM

- This is an opportunity for owners to comment or ask questions.

BOARD ACTIONS

- Board will consider approval of the following bills/invoices:

a.	3/29/23	Calaveras Co Env Health: Public Pool Permit	\$390.00
b.	3/12/23	Baydaline & Jacobsen: Legal Fees CAM	1,140.00
c.	4/02/23	Calaveras Junk Removal:	120.00
d.	5/12/23	Calaveras Co Env Health: Minor Pool Remodel Permit (Replacement of Drain Covers)	128.00
e.	5/01/23	Elisa Garin Postage Stamps	12.60
f.		Reimburse Abigail Padou for 233 landscaping previously approved by the board not to exceed \$1,350	1,110.34
g.		Reimburse Cathy Stroup for 5/20/23 social event.	92.71
h.		Repair to interior rain damage at Unit 193	2,800.00
i.		Replacement of damaged downspout drain lines at Unit 220	500.00
j.		Replacement of 2 pool drain screens as required by law	XX
<u>Monthly Bills:</u>			
k.	5/01/23	Murphys Sanitary Ck#127	60.00
l.	5/12/23	PGE	61.41
m.	5/17/23	Farmers Insurance ck #129	2,818.24
n.		UPUD: Auto Payment (Payment w/in Approved Limits)	104.66

o. 5/17/23

Avila Landscaping ck#128

1,950.00

- The board will consider paying Josh Robinson \$20/hour for approximately 1.5 hours/week to clean the pool/BBQ area and bathrooms.
- The board will consider the landscape diagram for Unit 220.
- The board will consider planting 3 hostas at Unit 323.
- The board will consider replacing 8 green plastic chairs for approximately \$30 each with tax and shipping.
- The board will consider \$100 for a second social event in July.
- The board will consider the following motion for a landscape agreement to propose to Avila and other local landscapers if Avila declines:

The Landscaper shall, at the direction of the board, perform such tasks as are necessary to properly maintain the landscaping at Fieldstone. Examples of such tasks include planting, pruning, weeding, leaf removal, plant removal, irrigation maintenance, and application of herbicides and fertilizers. A more detailed list of examples is attached [Jeff's list will be attached].

Fieldstone shall pay **\$50 per hour per person, plus materials** for such tasks. Landscaper shall submit a time sheet and invoice on a monthly basis for payment.

Landscaper agrees to work approximately 6 hours per week at Fieldstone, on a mutually agreed schedule (for example, 2 workers every Tuesday from 9am-12pm). The weekly hours worked during the dormant season may be less.

The board shall designate a person who will give weekly or monthly instructions to the Landscaper regarding the tasks to be completed.

- The board will consider appointing the following people to the following committees:

Social Committee

Scarlett Hart
Peggy Sparrow
Marilyn Porras
Jennifer Tarap
Pilar Julian
Cathy Stroup

Landscape Committee

Marilyn Porras
Jennifer Tarap
Denise Summersett
Don Padou

Pool Committee

Scarlett Hart
John Corona
Abigail Padou

- The board will consider the current Delinquent Assessment Collection Policy, where the address was updated (attached).
- The board will consider the proposed Pool and BBQ Area rules, with any amendments suggested during the 28-day notice and comment period. The proposed rules are attached.
- The board will consider the revised \$2,400 quote from A1 Tree Service (attached), which includes a list of all units that will have tree work done.
- The board will consider authorizing Abigail to develop and post instructions next to the BBQ for using the BBQ.

STATUS REPORTS/DISCUSSION ITEMS

- a. President's report, including summary of 5/9/23 and 5/18/23 executive sessions.
 - b. Treasurer's report.
 - c. Revised 2023 Budget.
 - d. Estimate for Sidewalk and Driveway Repairs – Abigail
 - e. Removal of tree roots at Unit 220 – Denise
 - f. Cal-Pro warranty claim update. Cal-Pro scheduled for 6/20/23 to begin review of all homes – Denise
 - g. Sale of leftover irrigation materials – Jeff
 - h. Finding a new pool service – Denise and Abigail
 - i. Finding a new bookkeeper – Elisa
 - j. Investment Policy Statement – Elisa and Abigail
 - k. Updating Fieldstone contact info on website; uploading plant guide; changing mailing address with Calaveras County Enviro Health and Farmers Insurance – Abigail
 - l. Next board meeting date
- Adjournment.

FIELDSTONE OWNERS' ASSOCIATION

Delinquent Assessment Collection Policy

1. Regular assessments are due in monthly installments, in advance, on the first (1st) day of each month and delinquent is not received, in full, by the Association's bank withing fifteen (15) days after the due date thereof. Special assessments, Reimbursement assessments, are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received, in full, by the Association's bank withing fifteen (15) days after the due date thereof. A late charge of ten dollars (\$10.00) or ten (10%), whichever is greater, of the delinquent assessment shall be due on any such delinquent assessment.
2. The Association may also recover interest on all such amounts commencing thirty (30) days after the assessment becomes due at the rate of twelve percent (12%) per annum.
3. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid thirty (30) days after the original due date, a Notice of Intent to Lien will be prepared and sent to the owner(s). The notice will, among other things, state current charges owed by the owner(s), and any additional information required by Civil Code Section 5740 or comparable superseding statute.
4. If all such amounts have not been received sixty (60) days after the original due date thereof, or thirty (30) days after the mailing of the Notice of Intent to Lien, whichever is later, a Notice of Delinquent Assessment (Lien) will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount secured by the lien.
5. If all such amounts have not been received, in full, within thirty (30) days after the recordation of such lien, the Association may, without further advance notice to the owner(s), proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner(s).
6. The Association may recover all reasonable costs incurred in collecting any delinquent assessment, including reasonable attorney's fees.
7. The Board may, for good cause based upon the Board's sole discretion, agree to a payment plan which permits payment of delinquent assessment(s), late charges, and interest and collection costs.
8. All payments received by the Association, regardless of the amount paid, will be directed to the oldest outstanding assessment first, until such time as all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.
9. The Association shall charge a "returned check charge" of twenty-five dollars (\$25.00) for all checks returned as "non-negotiable", "insufficient funds" or any other reason.
10. All above referenced notices will be mailed to the owner(s) at the last mailing address provided in writing to the Association by such owner(s).
11. The mailing address for overnight payment of assessments is: Fieldstone Owners Association, 344 Fieldstone Drive, Murphys, CA 95247. A different address for delivery of assessments and related payments may be designated by the Board or its agent from time-to-time.
12. The Board of Directors of the Association may revise this policy, either or on a case-by-case basis, if it finds good cause to do so.

(05/30/2023)

**Pool and BBQ Area rules
2023**

~~Pool and Barbecue Area Rules~~

Introduction:

The use of the Fieldstone pool and pool areas is a privilege for those who own or rent units within ~~the~~ Fieldstone Owners Association properties. Living in a community association carries with it certain responsibilities including following the rules and regulations set forth by the Board of Directors. The Fieldstone Pool and ~~Pool Common~~BBQ Area rules have been approved by the Fieldstone Board. If all who are entitled to use the pool abide by the rules, each of us in our community can enjoy our facility safely. Pool privileges may be revoked for rule violations.

Please read these ~~Pool~~ Rules carefully. Be sure your family, guests and tenants fully understand and follow them. If you have questions, please contact the Fieldstone Board of Directors (~~contact information on Bulletin Board and on our website,~~ www.fieldstonemurphys.com.) at fieldstoneoa@gmail.com.

No Lifeguard is on Duty. Lifeguard services are not provided at any time. Anyone using the recreational facilities shall do so at their own risk, responsibility and liability. It is recommended that individuals do not use the facilities alone. The 'buddy' system is recommended for all swimmers at all times.

~~Reporting. A resident may write a description of the violation to Board of Directors via mail or email. The complainant must provide the reporting party's name, name or address of the rule offender, the date, time, rule violated, and location. Any Fieldstone representative may report the violation to the Board of Directors.~~

Hours:

Pool and BBQ area hours: 8:00 AM to 9:00 PM.

Lanyard Hooks:

Users of the Pool and BBQ Area are expected to hang their lanyard on the hook corresponding to their unit. This applies to owners, residents, tenants and guests.

Cleanliness:

Users of the Pool and BBQ Area are responsible for keeping it neat and clean. Trash is not collected from the bathrooms or BBQ Area. Do not leave dirty diapers or other messes ~~other mess~~ in the bathrooms or BBQ Area. Dispose of your trash at your own home.

BBQ Area:

~~The BBQ area can accommodate up to 8 Guests.~~ The BBQ area is available on a first come first service served basis, but everyone is expected to share the facilities and accommodate each other. Residents cannot reserve the Pool or the BBQ Area. ~~Residents~~Users of the BBQ and BBQ area are asked to clean up after themselves ~~the BBQ area~~ and remove their trash ~~after use~~.

~~3. All BBQ items, cooking supplies, food items and trash must be removed by visiting resident or their guest.~~

Pool Use Rules

~~1. Resident Pool Passes: All households will be given a Resident Pool Passes for their household. In addition each Resident household will be given 4 Daily Guest passes. Each guest must have their Guest pass in their possession to enter the Pool/BBQ Area. Each Resident is responsible for their Guests complying with all the applicable rules and requirements at all times.~~

1. No Diving into the pool.
2. Persons s under the age of 14 must be accompanied by an adult 18 years or older.
3. The pool gate is for entry and exit only and may not be “propped” open. Climbing over the fence to enter or exit the pool area is strictly prohibited.
4. No running, pushing or “horseplay” in the pool area.
5. Only gear/sports equipment specifically for pools is allowed in the Pool Area; no Frisbees, bicycles, skates, skate boards, roller blades, scooters, or other gear not designed for pools are allowed.
6. No pets of any kind.
7. No smoking in the Pool ~~Patio Area~~ and BBQ Area.
8. Never throw foreign objects or substances into the pool.
9. Never play with safety equipment which has been provided for emergency use only.
10. Remove your own trash when leaving the Pool and BBQ area ~~Patio Area (trash bags are provided.)~~.
11. No glass containers of any type or sharp objects allowed except in designated areas.
12. Only ~~a CD player/MP3~~ music with ear buds or ear phones ~~are is~~ allowed in ~~Pool Patio Area~~ the Pool and BBQ area.
13. Intoxicated persons are prohibited from using or being in close proximity to the pool.
14. Open swim time is from 8 AM to 9 PM.

A-1 LAND MANAGEMENT, INC. TREE SERVICE

Lic. #951857

P.O. Box 130 • Angels Camp, CA 95222
Phone (209) 736-6786 • Fax (209) 736-1484
www.A-1treeserviceinc.com

ESTIMATE/INVOICE

DATE:

04-28-2023

WORK LOCATION:

Fieldstone
277 Fieldstone
Murphys, CA 95247

BILLING LOCATION:

C/o Denise
Page 1 of 2
(209) 985-9178

DESCRIPTION OF WORK:

- Home # 281 - 289
(3) trees prune from home & round over, remove cable
- Home # 293
(3) Trees in gravel area, clean-up all (3) trees
- Home # 323
(1) Tree, prune from home: round over.
- Home # 343
(4) trees, prune from home & round over
- Home # 361
(4) trees, prune from home & round over.
- Home # 186
(1) Redwood, trim above fence only
- Home # 146
(3) trees, prune from home & round over
- Home # 105
(2) trees, prune from home & round over
- Home # 193
(2) Trees, trim as before

Customer acknowledges that they are the owner of said property and agree to have the above work performed on the same property. Customer agrees with dollar amount due.

ALL PAYMENTS DUE UPON COMPLETION, after which a 2% per month late payment may apply.

AMOUNT DUE: \$

WORK MAY BE RESCHEDULED DUE TO INCLEMENT WEATHER.
This estimate is good for 30 days from original date of estimate.

X _____
Signature

Thank you for your business!

A-1 LAND MANAGEMENT, INC.

TREE SERVICE

Lic. #951857

ESTIMATE/INVOICE

P.O. Box 130 • Angels Camp, CA 95222
 Phone (209) 736-6786 • Fax (209) 736-1484
 www.A-1treeserviceinc.com

DATE:

04-28-2023

WORK LOCATION:

BILLING LOCATION:

Fieldstone
 277 Fieldstone
 Murphys, CA 95247

% Denise
 Page 2 of 2
 (209) 985-9178

DESCRIPTION OF WORK:

Home # 237
 (2) Trees in front, prune from home : round over.

Home # 221
 (2) Liquid Ambers: (1) Crape Myrtle, trim as before

Home # 228
 (2) Trees in front of home, prune both trees round over.

Home # 260
 (2) trees right of home, (1) tree left of home, prune from home : round over.

Home # 269
 Prune tree from over driveway.

Home # 249
 Prune tree from over driveway, prune from home round over.

Home # 167
 (3) Trees, prune from home : round over.
 Chip : remove all limb debris.

Customer acknowledges that they are the owner of said property and agree to have the above work performed on the same property. Customer agrees with dollar amount due.

ALL PAYMENTS DUE UPON COMPLETION, after which a 2% per month late payment may apply.

AMOUNT DUE: \$ 2,400⁰⁰/₁₀₀

WORK MAY BE RESCHEDULED DUE TO INCLEMENT WEATHER.
 This estimate is good for 30 days from original date of estimate.

Thank you for your business!

X _____
 Signature