

THE GLEN OF PACIFIC GROVE HOMEOWNERS ASSOCIATION  
BOARD OF DIRECTORS MEETING

November 3, 1997  
69 Glen Lake Drive  
Pacific Grove, CA  
5:00 PM

MINUTES

- 1.0 CALL TO ORDER 5:05PM
  
- 2.0 ROLL CALL  
Mark Risley Present  
Jack Rutherford Present  
Diane Hardcastle Present  
Glen Grossman Present  
Joseph Chaffers MCC, Manager Present  
Also present: Wolfgang Haas, Charlotte Mosel and Mike Dinkel
  
- 3.0 AGENDA REVIEW, RESIDENT REQUESTS, CONSENT CALENDAR APPROVAL  
With additional items under New Business: 7.01 Elect Director,  
7.02 Elect Officers, 7.03 Fill Committee Positions, 7.04 Wolfgang  
Haas Request, and 7.05 Tree Removal.
  
- 4.0 APPROVAL OF PREVIOUS MEETING MINUTES  
4.01 Minutes - September 29, 1997 and  
June 30, 1997  
Approved as reported.
  
- 5.0 REPORTS  
5.01 Delinquency Reports (9/30/97)  
Approved as reported.  
  
5.02 Financial Reports (9/30/97)  
Approved as reported.  
  
5.03 Bank Statements (9/30/97)  
Approved as reported.  
  
5.04 MCC Billing Report (9/30/97)  
Approved as reported.

000001

6.0 UNFINISHED BUSINESS

6.01 Lake

Jack Rutherford reported that he is working with Bay Pool to come up with 3 Fountain Heads. Diane Hardcastle reported that the Misquitto Abatement people have come out and are working on Misquitto killing.

6.02 Roof Repair & Flashing Bids  
MCC to call Lambert to get started.

6.03 Terratech Report & Repairs  
MCC to contact Terratech.

6.04 CC&R's - Regarding Parking  
Mark Risley & Jack Rutherford to report back to the Board of Directors with recommendations.

6.05 Bob Stevens & Bindel Bros.  
MCC to find out when work will begin.

6.06 Paint  
Diane Hardcastle reported that she called Saleh Painting and they came out to check the problem. Diane Hardcastle will call again to have paint problem repaired.

6.07 Worms in Tree  
This item was tabled to next meeting.

6.08 Parking & Exterior Violations  
This item was tabled to next meeting. MCC to send second letter on butterflies on the exterior of unit.

7.0 NEW BUSINESS

7.01 Elect Director

Wolfgang Haas declined Board appointment. Chuck Adams was nominated and seconded - Chuck Adams was approved 4-0.

7.02 Elect Officers

Jack Rutherford - President  
Diane Hardcastle - Vice President  
Glen Grossman - Secretary-Treasurer  
Mark Risley - Director  
Chuck Adams - Director

7.03 Fill Committee Positions

This item was tabled to next meeting.

- Newsletter - Mark Risley
- Gardening - Carol Rutherford - To confirm
- Architectural Review - Wolfgang Haas and Diane Hardcastle
- Rules & Enforcement -
- Welcoming -

7.04 Wolfgang Haas Request

Request was approved (see attached). Diane Hardcastle to post meetings.

7.05 Tree Removal

Jack Rutherford received 2 bids for tree removal.  
Topes Tree Service \$1,500.00, Weston Tree Service \$5,250.00.  
The Board approved Topes Tree Service. Jack Rutherford to supervise funds to come from Reserves.

7.06 Storage Unit for Supplies

Board approved the purchase of such a unit. Cost to not exceed \$500.00. Jack Rutherford to check out units.

8.0 CORRESPONDENCE

8.01 General Correspondence

No correspondence was presented at this meeting.

8.02 Board Correspondence

No correspondence was presented at this meeting.

9.0 ADJOURNMENT

9.01 Set Next Meeting Date, Time and Place

The next meeting will be held on Monday, December 1, 1997 at 5:00PM at the residence of Jack Rutherford, 36 Glen Lake Drive.

9.02 Adjourn

There being no further business to come before the Board, motion was made, seconded and carried to adjourn the meeting at 6:50PM.

# HOMEOWNER ASSOCIATION SERVICES

## BOARD OF DIRECTORS AGREEMENT AND RESOLUTION

The undersigned being duly appointed as the members of the Board of Directors of the within named Homeowner's Association ("Association") hereby certify that: (1) on the date indicated below a meeting of the Board of Directors of the Association was called to order; (2) a quorum of all voting members was present; (3) all members received and reviewed the BANK Disclosure of Information on Personal and Business Banking Services, Deposit Account Agreement and Disclosure, Disclosure of Funds Availability, Electronic Funds Transfer Agreement, Bank's Current Interest Rate Guide, Disclosure and Information On Time Deposit Accounts and Bank's Signature Card; (4) the members of the Board of Directors and the Association are empowered by the Association Articles of Incorporation and by-laws to enter into this Resolution and Agreement; (5) the Association is a  for profit corporation/ non-profit corporation/ unincorporated association in good standing under the laws of the State of California and (6) the following resolutions have been duly entered into the record book and minutes of the Association.

**1. Resolved That:** The Association hereby approves the opening of the deposit accounts itemized on the face of this Card whether such accounts are opened upon delivery of this card to Bank or at some future date. The Association hereby ratifies and confirms the acts of its officers, agents or employees in heretofore opening the account(s) with the Bank together with any acts performed in relation thereto.

**2. Resolved That:** The accounts described on the face of this Card will be maintained and subject to all applicable laws and the Bank's present and future rules, regulations, practices and charges, including without limitation those disclosed in the Disclosures and Agreements referenced in the introductory paragraph of this resolution.

**3. Resolved That:** The Taxpayer Identification Number to be entered in the Bank's records for the Association account(s) is that shown on the face of this Card; (1) the number provided is the correct Taxpayer Identification Number of the Association, and (2) that the Association is not subject to back-up withholding, or that the Association has not been notified that the Association is subject to back-up withholding as a result of a failure to report all interest or dividends, or the IRS has notified the Association that it is no longer subject to back-up withholding.

NOTE: Cross out and delete item 2 if the association has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends.

**4. Resolved That:** The persons or combination of persons whose names and signatures appear on the face of this Card are authorized to endorse, on behalf of the Association, any checks or other items payable to the Association or its order, to deposit such checks and other items into the account with or without such endorsement, to negotiate any such checks or other items for cash without depositing them into the account and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer. Except as otherwise provided in the Deposit Agreement and Disclosure for the account, the Bank may permit withdrawals when authorized by any or all of the persons so authorized subject to any special requirements indicated on the face of this Card. Authorized signers to this/these account(s) may be added or deleted upon the written authorization of any two (2) authorized signers other than the signers being added or deleted. Receipt of such instructions by Bank is deemed conclusive.

**5. Resolved That:** Bank is responsible only for the use of ordinary care in the receipt of and action upon instructions received from the Association or Association's management company or other representative, which the Bank, in its reasonable judgement, believes is acting in such capacity. The Association hereby indemnifies and holds Bank harmless for any and all acts of its officers, agents or employees in heretofore opening the account with the Bank together with any acts performed in relation thereto; and further certifies that the Association will bear sole responsibility for examining and reconciling all statements and records of Association account maintained with Bank. Said reconciliation to be completed within thirty days of receipt of Association's statement from Bank. Association agrees to indemnify and hold harmless and defend Bank from and against any and all actions, claims, demands, liability, loss, damages, or expenses of any nature including interest, costs, and attorney fees which may arise out of or occur in connection with any action taken pursuant to this agreement.

**6. Resolved That:** The Bank may provide special handling services, including but not limited to courier services, lock box service, and cash management services either to Association or the agent of Association. Association agrees to pay all costs and fees of such services.

**7. Resolved That:** The Association has appointed the individual/entity identified on the face of this Card as its agent and has authorized said agent to perform all banking services on its behalf, including but not limited to those itemized in paragraphs 4 and 5. Agent is further authorized to execute applicable agreements on associations behalf.

**8. Resolved That:** This Resolution and Agreement will remain in full force and effect, and the Bank may rely on same without further inquiring into the validity or authority of any of the parties designated herein, until such time as Bank receives written revocation of this Agreement and Resolution or the authority of any parties herein. Such revocation to be addressed certified U.S. Mail, return receipt requested to Bank, Homeowner's Association Department, 2320 Blanding Avenue, Alameda, CA 94501. Further, such revocation in no way will effect the obligations of the Association to Bank incurred pursuant to the terms of this Agreement and Resolution prior to receipt by Bank of such notice of revocation.

**9. Resolved That:** The Secretary of this Homeowner's Association is hereby authorized and directed to execute, acknowledge and deliver this signature card and agreement to Bank and that the certification of the Secretary as to the signatures appearing herein will be binding on the Association.

Signature: [Signature]  
 Name: Jack Rutherford  
 Title: PPES  
 Date: 11-1-97

Signature: [Signature]  
 Name: Diane Hargrave  
 Title: Vice-President  
 Date: 12-1-97

Signature: [Signature]  
 Name: Fred Grossman  
 Title: Treasurer

Signature: [Signature]  
 Name: Charles H. Adams  
 Title: Board Member/Director  
 Date: 12-1-97

Signature: [Signature]  
 Name: MARK RISLEY  
 Title: DIRECTOR  
 Date: 12/2/97

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

# HOMEOWNER ASSOCIATION SERVICES

## BOARD OF DIRECTORS AGREEMENT AND RESOLUTION

The undersigned being duly appointed as the members of the Board of Directors of the within named Homeowner's Association ("Association") hereby certify that: (1) on the date indicated below a meeting of the Board of Directors of the Association was called to order; (2) a quorum of all voting members was present; (3) all members received and reviewed the BANK Disclosure of Information on Personal and Business Banking Services, Deposit Account Agreement and Disclosure, Disclosure of Funds Availability, Electronic Funds Transfer Agreement, Bank's Current Interest Rate Guide, Disclosure and Information On Time Deposit Accounts and Bank's Signature Card; (4) the members of the Board of Directors and the Association are empowered by the Association Articles of Incorporation and by-laws to enter into this Resolution and Agreement; (5) the Association is a  for profit corporation/ non-profit corporation/ unincorporated association in good standing under the laws of the State of California and (6) the following resolutions have been duly entered into the record book and minutes of the Association.

**1. Resolved That:** The Association hereby approves the opening of the deposit accounts itemized on the face of this Card whether such accounts are opened upon delivery of this card to Bank or at some future date. The Association hereby ratifies and confirms the acts of its officers, agents or employees in heretofore opening the account(s) with the Bank together with any acts performed in relation thereto.

**2. Resolved That:** The accounts described on the face of this Card will be maintained and subject to all applicable laws and the Bank's present and future rules, regulations, practices and charges, including without limitation those disclosed in the Disclosures and Agreements referenced in the introductory paragraph of this resolution.

**3. Resolved That:** The Taxpayer Identification Number to be entered in the Bank's records for the Association account(s) is that shown on the face of this Card: (1) the number provided is the correct Taxpayer Identification Number of the Association, and (2) that the Association is not subject to back-up withholding, or that the Association has not been notified that the Association is subject to back-up withholding as a result of a failure to report all interest or dividends, or the IRS has notified the Association that it is no longer subject to back-up withholding.

NOTE: Cross out and delete item 2 if the association has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends.

**4. Resolved That:** The persons or combination of persons whose names and signatures appear on the face of this Card are authorized to endorse, on behalf of the Association, any checks or other items payable to the Association or its order, to deposit such checks and other items into the account with or without such endorsement, to negotiate any such checks or other items for cash without depositing them into the account and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer. Except as otherwise provided in the Deposit Agreement and Disclosure for the account, the Bank may permit withdrawals when authorized by any or all of the persons so authorized subject to any special requirements indicated on the face of this Card. Authorized signers to this/these account(s) may be added or deleted upon the written authorization of any two (2) authorized signers other than the signers being added or deleted. Receipt of such instructions by Bank is deemed conclusive.

**5. Resolved That:** Bank is responsible only for the use of ordinary care in the receipt of and action upon instructions received from the Association or Association's management company or other representative, which the Bank, in its reasonable judgement, believes is acting in such capacity. The Association hereby indemnifies and holds Bank harmless for any and all acts of its officers, agents or employees in heretofore opening the account with the Bank together with any acts performed in relation thereto; and further certifies that the Association will bear sole responsibility for examining and reconciling all statements and records of Association account maintained with Bank. Said reconciliation to be completed within thirty days of receipt of Association's statement from Bank. Association agrees to indemnify and hold harmless and defend Bank from and against any and all actions, claims, demands, liability, loss, damages, or expenses of any nature including interest, costs, and attorney fees which may arise out of or occur in connection with any action taken pursuant to this agreement.

**6. Resolved That:** The Bank may provide special handling services, including but not limited to courier services, lock box service, and cash management services either to Association or the agent of Association. Association agrees to pay all costs and fees of such services.

**7. Resolved That:** The Association has appointed the individual/entity identified on the face of this Card as its agent and has authorized said agent to perform all banking services on its behalf, including but not limited to those itemized in paragraphs 4 and 5. Agent is further authorized to execute applicable agreements on associations behalf.

**8. Resolved That:** This Resolution and Agreement will remain in full force and effect, and the Bank may rely on same without further inquiring into the validity or authority of any of the parties designated herein, until such time as Bank receives written revocation of this Agreement and Resolution or the authority of any parties herein. Such revocation to be addressed certified U.S. Mail, return receipt requested to Bank, Homeowner's Association Department, 2320 Blanding Avenue, Alameda, CA 94501. Further, such revocation in no way will effect the obligations of the Association to Bank incurred pursuant to the terms of this Agreement and Resolution prior to receipt by Bank of such notice of revocation.

**9. Resolved That:** The Secretary of this Homeowner's Association is hereby authorized and directed to execute, acknowledge and deliver this signature card and agreement to Bank and that the certification of the Secretary as to the signatures appearing herein will be binding on the Association.

Signature: *Jack Rutherford*  
 Name: JACK RUTHERFORD  
 Title: PRES.  
 Date: 11-1-97

Signature: *Charles A. Adams*  
 Name: Charles A. Adams  
 Title: Director  
 Date: 12-1-97

Signature: *Diane Hardcastle*  
 Name: Diane Hardcastle  
 Title: D.P.  
 Date: 12-1-97

Signature: *Mark Ribley*  
 Name: MARK RIBLEY  
 Title: DIRECTOR  
 Date: 12/2/97

Signature: *Alan Grossman*  
 Name: Alan GROSSMAN  
 Title: Sec. Treas  
 Date: 12-1-97

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### SECRETARY'S CERTIFICATION

I certify that I am the Secretary of the above named Homeowner's Association. The foregoing Resolution is a copy of resolutions adopted by the Board of Directors of the within named Homeowners Association on 12-1-97. The signature card signed by said officers of this Homeowner's Association is the signature card contemplated by the resolutions. All of the signatures appearing for the authorized signers on this signature card referenced by said resolutions are those of the persons authorized to withdraw funds in accordance with said resolutions until such authority is revoked by giving written notice to the Bank signed by the authorized officers of this Homeowner's Association and these resolutions are still in full force and effect and are unmodified.

Witness my hand and seal of the organization.

*Alan Grossman* *Alan Grossman*  
 Signature: \_\_\_\_\_ Name: \_\_\_\_\_