# SOUTH COAST HOMEOWNERS ASSOCIATION

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## **UPCOMING SOUTH COAST HOA MEETING**

Saturday – April 26 – 10 AM Encina Royale Clubhouse – 250 Moreton Bay Lane, Goleta

Beth A. Grimm, Attorney (aka The California Condo Guru), who has been coming to Goleta to speak to us each Spring for more than 10 years, will share with us her insights on what the new laws and cases mean to association boards in their daily practices. She has a reputation in trouble-shooting solutions and offering real life advice in plain English to help managers, boards, and owners cope with complicated, challenging, and ever changing laws and cases that affect homeowners associations in California. Don't Miss This One!

Now that you know what new things have been added into the reorganized Davis-Stirling Act and what subjects are touched upon by the new cases identified at the legal update this year, how exactly do you integrate them into real life and give them practical application on a day to day basis?

**Board Conflicts** - Do you think boards need these new restrictions? What ever happened to good old honesty, morals, and good sense? What happens if more than a majority of board members have a personal or financial interest in a matter before the board?

**Transfer of Common Area Property**:-Facing requests for specific parking assignments, especially with regard to assigning exclusive use spaces when requested for a disability, can get dicey. Does the new law give boards better direction? Some think so. Some aren't sure. Why is that?

Clarity in Membership List Inspection - What information must boards disclose to members, especially disgruntled members with a grudge who want to criticize a measure of send out damning information about a candidate, or realtor members who want to solicit neighborhood

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listings? What can and should a board do to protect the privacy of owners who do not want their addresses or phone numbers distributed, or - the email addressed that they give HOAs to save receiving tons of paper in the mail?

The Right of Boards To "Fiddle" With Documents - Is there a way to let your owners and the "public" out there (like realtors, lenders, insurers and buyers) know that you are hip to the new Davis Stirling Act without altering existing governing documents? Is it important? This is about finding good cutting up existing documents alternatives to changing code numbers for rules, policies, CC&Rs and Bylaws, like use of "Resolutions" and "Smart Conversion Charts". Can you record a "Resolution"? Are the recorders' offices receptive?

Setting Election Rules and Handing Important Elections in Light of the New Cases - What practical changes should you consider to avoid running afoul of the *Wittenberg* case, thinking incentives vs information vs advocacy. And in light of the Friars Village case, may you add a relationship qualification to the rules? What about adding "good standing" qualifications that aren't in the Bylaws or CC&Rs? When can adding qualifications backfire?

The Threat to Collections Due to the Huntington and the Diamond Cases. What can boards expect in the future with regard to "no cost" collections? Are they working? What is causing hang-ups? Just how complicated are they? Will there really be such a thing? Do practices need to be changed? What about contracts with no cost collections providers? What should you look for?

There is so much to talk about in practical application of new laws and cases. Let's make this a real interactive program so you can go home feeling like you really learned something useful!

# SOUTH COAST HOMEOWNERS ASSOCIATION A BRIEF 25 YEAR HISTORY AND SUMMARY

By: Michael J. Gartzke, CPA, Co-Founder, South Coast HOA

In late 1988, four local association professionals met in Goleta to explore the feasibility of providing education to Association board members in the Santa Barbara community. We well remember that brown bag lunch! Attorney Jim Smith volunteered to draft a letter to area homeowner associations that we found from a mailing list purchased from the California Secretary of State and discussing current issues pertinent to the operations and management of associations in our community. A post card was included with the letter to be returned if the association's board was interested in attending a meeting. 38(!) post cards were returned and our first meeting was held January 26, 1989 at the Goleta Public Library with the VP of the Bank of Montecito discussing safe, hi-yielding, investments for association reserve funds.

Since that time, our volunteer run organization has grown. In the beginning years, meetings are held 4-6 times per year in Goleta-Santa Barbara and occasionally in Santa Maria. Newsletters were published periodically. Shortly after our formation, the Goleta Water District imposed water rationing due to drought and increased rates (sound familiar?). Associations were going to be charged a commercial rate of four times the rate of residential for their common area/landscape meters. South Coast got the word out and numerous board

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members attended hearings that the district held and eventually rates were rolled back and even refunds were provided for the excess payments.

During the '90s, we became aware of the numerous legislative changes being made in Sacramento. For several years, we engaged a legislative monitor to report on these activities and even did a bit of grass roots lobbying. We attempted to engage our local state representatives such as Brooks Firestone, Jack O'Connell and Pedro Nava to help them (and Sacramento) understand the concept of common interest developments and how proposed legislation would impact (positively or negatively) area associations.

Also in our formative years, we conducted several surveys among members and achieved a high rate of response. We published the results in the newsletters for all to be informed. Also Members were encouraged to take advantage of the opportunity to interact and network at our quarterly meetings.

We've done several all-day board training sessions (and are overdue for another one). We currently provide four programs per year and enlist local experts as well as association professionals from throughout the state. These professionals have been willing to come to our area and become involved when we ask them.

Over the past twenty years, we have distributed the *Condominium Bluebook* to members annually. This is a valuable reference for California law and is updated annually by the author. We have distributed numerous other publications over the years to members as part of your annual dues.

Since 2005, we have a website on the internet <a href="www.southcoasthoa.org">www.southcoasthoa.org</a>. The site contains reference materials, outlines distributed at meetings along with an archive of prior year newsletters and links to other HOA organizations and relevant materials. Our newsletter sponsors' contact information can be found on the site. The materials on the site are free.

All of the services provided to South Coast HOA are done by volunteers. Your dues cover the out-of-pocket costs of maintaining the organization. Even our speakers do not charge us to travel and present at the meetings. Needless to say, many hours have been contributed by many people to create the successful organization that we have today.

In January 2014, South Coast HOA membership stands at 206 – 145 Associations, 8 Individuals and 53 Professional and Vendor Members. The challenge is to make more associations aware of South Coast HOA and the educational opportunities for board members as well as professional vendor members. At a very nominal cost of \$5/month (\$60 per year), board members have the ability to attend meetings (many at no additional charge) and to receive current newsletters, publications and an occasional email if there is a need. Annual membership renewals have been at an even lower cost. Our website has a membership application.

Mike Gartzke, in researching the archive materials of South Coast HOA, found the first page of Jim Smith's 1988 letter to local associations (the second page is lost in the archive or to history!). He also found a newspaper article from early 1989 in which he was interviewed by a reporter from the Goleta Sun. These documents follow. In reading that interview from 25 years ago, many of the issues that were important and current *are still* important and current today

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and will probably be more so 25 years from now. A more recent newspaper article on South Coast appeared in 2006. A copy of that article is on our website under the "Resources" tab.

Finally, our thanks go to all the volunteer board members who have attended our meetings over these past 25 years. Board members come from every walk of life imaginable with the common bond of holding a leadership position in their homeowners association. Our unwavering and continued goal is to provide you the volunteer with the resources to help you properly discharge your duties. Thank you for your service to our communities and we look forward to the next 25 years!!!

# LETTER TO AREA HOMEOWNER ASSOCIATIONS WOULD YOU LIKE TO ATTEND AN EDUCATIONAL MEETING?

October 25, 1988

#### **Dear Board Members:**

In August of 1988, Ed Attlesey, insurance agent for State Farm Insurance dealing in insurance for homeowners associations, James H. Smith, attorney at law with the law firm of Eckert, Smith & Tyler practicing in Condominium/P.U. D. Law and Mike Gartzke, CPA, providing accounting services to condominium associations, met to discuss the need for an organization made up of homeowner associations.

The purpose of the organization would be to provide a forum for homeowner association directors and managers to meet, discuss problems and solutions experienced by their association, exchange information of concern to homeowner associations, arrange for speakers to address the organization regarding topics of interest and provide a referral list of professionals specializing in the unique needs of associations.

To better understand why we feel there is and will be an ever increasing need for such an organization, one need only look at a recent report prepared for California Department of Real Estate. The report stated:

- 1. Improper budgeting has resulted in Special Assessments forcing owners to sell their units.
- 2. In 1987, 44% percent of the associations involved in the study were threatened with law suits and 5% percent were sued.
- 3. In 1987, 25% percent of the Board Members were personally threatened with suits and 5% percent were sued.
- 4. 23% percent of the homeowner associations involved in the study could not fill Board seats.
- 5. 33% percent of the associations have failed to do the reserve study required by law.

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- 6. 21% percent of the associations reported 5% percent of the Association fees 90 days past due.
- 7. Based upon one accepted formula for calculating reserves, 70% percent of the associations studied have inadequate reserves.
- 8. 45% percent of the associations have had to lien units for association fees.

Page 2 has been misplaced but needless to say, we enclosed a postcard of which 38 were returned and from that we started South Coast Homeowners Association. Who knew that we would still be doing this 25 years later?

#### **GOLETA SUN ARTICLE**

**Editor's Note:** After our first meeting, we were approached by a reporter from the Goleta Sun, a weekly newspaper from that era to discuss the need for our organization and board education, certainly some things have changed in the past 25 years. But there are still many things that are still the same after all these years and that's a bit spooky!

Five Goleta business people are looking for homeowners associations which would like to save themselves a lot of headaches and a lot of money.

The basic purpose of the South Coast Homeowners Association will be to educate homeowners groups and put them in contact with one another, said Michael J. Gartzke, a Goleta accountant.

Gartzke is one of five people working to form the new group, which hopes to represent "upwards of 2,000" South Coast homeowners. Recently the five met with representatives of about 15 Goleta-area homeowners associations. Gartzke expects a similar meeting in March or April.

The local certified public accountant said the homeowner group representatives were enthusiastic about establishing an educational organization.

They proposed a number of study areas, including changes in the law; the responsibilities of homeowner association directors; handling reserves; and how to find good contractors.

Some proposed that the new association publish lists of qualified local contractors which will include comments on their work. Others suggested the group sponsor forums in which people would share problem-solving ideas.

"I find that a lot of the (homeowners') associations work in sort of a vacuum; they have no idea who else is out there having to deal with the same problems they are having to deal with," said Gartzke.

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His group's initial thrust is "to get to know one another" so groups can compare notes on ways of dealing with problems. "These organizations, for the most part, are fairly new animals," said Gartzke. "Many of them are less than 10 years old. So many of them, as their projects get older, are running into problems that they had not prepared for."

For example, he said, many homeowner groups don't save for expensive emergencies from the beginning. When something happens, they try emergency measures. "They have been charging the same assessments since the beginning because they have been adequate; then their assessments, all of a sudden, aren't adequate anymore."

The South Coast group hopes to help avoid the need for "choices that aren't very attractive" by selling the idea of making assessments high enough to take care of unanticipated future needs. It also wants to help member groups avoid pitfalls that other homeowner groups have fallen into. However, it will not be a lobbying organization," Gartzke said.

Working with Gartzke on the project are insurance man Ed Attlesey, lawyer James Smith, Sandra Foehl of the Cannon Green Owners Association, and condo owner Carl Brockhorst.

The idea of an association of South Coast homeowner groups came out of meetings last year in which Gartzke, Attlesey and Smith concluded that despite a growing number of common issues and problems, there was very little communication between condominium and housing development homeowners' associations.

Gartzke said homeowners associations are becoming increasingly important financial entities and are facing ever more complex legal and financial problems. "There are many, many more issues to consider" than there were a few years ago, he said.

In a statement issued last year, the three said that a report for the California Department of Real Estate supports the need for their organization. They say the report indicated, among other things, that improper budgeting by homeowner groups has resulted in special assessments that have forced some owners to sell. The report also alleged that about 50 percent of the associations studied were threatened with lawsuits, 25 percent of their directors were named in suits, 33 percent lacked the legally required financial reserve, and 23 percent had trouble filling board seats.

# REVIEW OF COURT DECISIONS IMPACTING COMMUNITY ASSOCIATIONS IN 2013

## Loewenthal, Hillshafer & Carter, LLP

Wittenberg v. Beachwalk Homeowners Association (2013) 217 Cal. App. 4<sup>th</sup> 654.

#### Facts:

The Association held an election to amend its CCRs and the plaintiffs filed a lawsuit to void the result of the election on the ground that the Association's board violated Civil Code Section 1363.03 (a)(1) and (a)(2) concerning use of "association media" to campaign for the amendment but refused to give equal access to members who opposed the amendment. The amendment was designed to eliminate a 2/3 approval requirement in the CCRs to make alterations, additions or improvements to the common areas of the development which cost more than \$1,000.00. The Board was sued because it allegedly had removed one swimming pool without a vote of the membership.

Realizing that the burden of a 2/3 vote of the membership was very onerous, the Board advocated an amendment that provided the Board with much greater flexibility and discretion in making expenditures for capital improvements to the common areas. The Board sent out ballots and encouraged the members to vote for the amendment. Accompanying the letter and ballots was a one-page attachment which was also prepared by the Board which was essentially a "pros and cons" of the amendment. The "cons" section of the attachment was derived from open forum comments of members at meetings. However, the Board specifically declined to include any written opposition material. In addition, the Board refused to let the opposition use the Association clubhouse for free to hold a "town meeting" to discuss the amendment and the board up for election.

Two elections conducted by the Association at substantial expense failed to garner the requisite 75% supermajority to adopt the amendment. During these elections the Board continued to use the Association's newsletter to lobby for positive votes but opposing views were not invited to submit any materials. In response to one such article in favor of the amendment, a member asked to write a response to be published in the newsletter. The Board refused because only directors were permitted to publish articles. The Board posted materials in favor of the amendment on the Association website and in display cases but did not allow non-board members to post opposing materials. The Board also advised the membership that it would continue to seek to have the amendment passed by sending out ballots (at \$5,000 per election) until the 51% threshold was reached.

The Association never reached the 75% approval, but did reach the majority threshold which would allow it to file a Petition To Reduce Voting Percentage in the Superior Court as allowed by Civil Code Section 1356. The Plaintiffs filed this lawsuit to invalidate the election and prevent the approval of the amendment through the Petition process.

At trial, the court ruled that the provisions of Section 1363.03 requiring equal access to association media made a distinction between access to candidates and members advocacy and the "Association" and ruled that there was no violation of the statute requiring equal access.

## **Appellate Decision:**

Not surprisingly, the appellate court reversed the trial court's decision and ruled that the trial court erred in finding that the Association did not have to provide equal access to Association media when the Association's board was the one advocating for a position such as on the proposed amendment. The appellate court found that Section 1363.03 (a)(1) cannot be interpreted to allow Board members, who are also Association members, to advocate for a particular point of view in an election, without giving equal access to members with opposing views. The appellate court also found that the Association violated Section 1363.03 (a)(2) in denying free access to use Association common areas, including the clubhouse and a greenbelt, to hold meetings at which the amendment was to be discussed by opponents to the amendment.

## Significance:

Associations and their Boards have to be very careful to avoid preventing opposing views to be expressed through Association media sources on any issue that is being put to the vote of the membership, including changes to governing documents, special assessments or elections of directors. In addition, it clarifies that Boards can be characterized as advocates that can trigger the right to use Association media by opponents. This case is a classic example of a Board being so heavy handed in trying to both coerce the membership to approve the action and prevent the opposition from having a voice that the court could not come to any other conclusion.

Friars Village Homeowners Association v. Charles I. Hansing (2013) 220 Cal. App. 4<sup>th</sup> 405.

#### Facts:

The Association's Board of Directors adopted an operating rule as part of its election policy which prevents a person from running for the Board if the prospective candidate is related by blood or marriage to any current Board member or to any current candidate for such office. Mr. Hansing sought to nominate himself to run for the Board during a period of time when his wife, was currently serving on the Board. Mr. Hansing challenged the legality of this rule on the basis that it violated Civil Code Section 1363.03, which guarantees the right of every member to nominate himself or herself to run for the Board. After his self-nomination was rejected, he filed suit to have the rule declared invalid.

The Board's rationale for the rule was to prevent possible wrongdoing by two directors from the same household and to prevent a situation in which two members would constitute a substantial voting block within the nine member board.

In a court trial, a judgment was issued in favor of the Association that the rule was properly adopted, was valid and may be enforced.

## **Appellate Decision**:

On appeal, the court went through an analysis of numerous appellate decision which discussed that individual expectations in a common interest development setting had to be tempered by the fact that possibility that the Association would pass a rule or policy that an individual may disagree with. The issues on appeal were: (1) was the election rule preventing related persons running for the board or serving on the board at the same time reasonable; and (2) was it inconsistent with the Association's governing documents and current law. The court discussed the relative deference given to Board decisions and the need for the purpose of the rule to be rationally related to the protection, preservation and proper operation of the property and purposes of the Association set forth in the Association's governing documents.

The appellate court ruled that the election rule prohibiting relatives from running or serving on the Board to be a valid and enforceable operating rule setting the qualifications of a director pursuant to Section 1363.03. The court held that the rule was rationally related to the protection, preservation and proper operation of the Association and that it was not unfair or discriminatory. The court stated: "the record supports a conclusion that the relationship rule was a legitimate response to business concerns among Association members that allowing a voting bloc on the Board would not be in the best interests of the Association. The Board's policy decision to enact the relationship rule constitutes a reasonable attempt to balance the respective interests, and is consistent with the nature of the specific requirements in the governing documents and other rules.... Such requirements legitimately promote the ability of the Board members to impartially conduct the business affairs of the development."

## Significance:

This decision is significant because it does not give blind credence to the provision in Section 1363.03 concerning the right to self-nominate in lieu of a broader analysis of the rule in light of the best interests of the Association and whether it is discriminatory or unfair. Consequently, this seems to be another in a string of appellate decisions which analyzes Association rules and issues pragmatically and equitably rather than narrowly interpreting a code section without important context.

# Arlyne M. Diamond v. Superior Court (2013) 217 Cal. App. 4<sup>th</sup> 1172

#### Facts:

In 2006, the members of the Casa Del Valle Homeowners Association passed a special assessment to pay for a roofing replacement project in the sum of \$9,750 per unit. Diamond was unable to pay the lump sum special assessments and attempted to negotiate a payment plan with the Association. Diamond believed that she had reached an agreement with the Board president for a payment plan which involved payment of \$1000 down and \$100 per month until her financial situation improved. She also believed that this agreement was to be memorialized in a promissory note that she would execute. After making the down payment and five monthly payments of \$100, she received a "pre-lien" letter from the Association's

attorney, alleging that the total amount due was over \$10,000 and threatening to record an assessment lien if not paid within 30 days. The letter contained the various notice provisions relative to member rights to engage in dispute resolution and to review association records. Diamond responded to the pre-lien letter with a letter to the attorney explaining about the payment plan agreed to by the Association's president and stated that she was in compliance with the agreement. The Association then proceeded to record the assessment lien and provided her with a copy of the recorded lien. The cover letter enclosing the recorded lien indicated that the Board had approved a 12 month payment plan that consisted of monthly payments of \$989.17 and the maintenance of the lien until the balance was paid in full.

Diamond hired an attorney who wrote the Association's attorney and requested that the parties meet and confer and if unsuccessful, engage in alternative dispute resolution. The Board rejected both the meet and confer and ADR requested, stating that the Board had already met and conferred and she wasn't entitled to both. The Board also returned three \$100 checks which Diamond had submitted after the lien was recorded. Thereafter, the Board met in executive session and approved commencement of a foreclosure proceeding through a judicial foreclosure.

Diamond file a motion for summary judgment and motion to expunge the lien based on the Association's multiple failures to strictly follow the procedures and notice provisions set forth in Civil Code Section 1367.1 which are mandated prerequisites to recording a lien and pursuing foreclosure. The trial court denied these motions on the basis that Diamond failed to meet her burden to produce evidence that the Association is barred by Civil Code Section 1367.1 and 1367.4 and that the Association had "substantially complied" with the statutory requirements.

## **Appellate Decision:**

Diamond appealed the denial of the motions. The appellate court went through a painstaking analysis of the statutory requirements of Section 1367.1 and the legislative history in determining that the Association had failed to strictly comply with the statutory notice and related requirements and in ruling that "substantial compliance" was not adequate when a member could lose her home to foreclosure, based on the clear statutory language and legislative history. The court found multiple technical failures by the Association to strictly comply with the statutory notice requirements in the pre-lien letter, a failure to properly document in Association minutes the decision to foreclose and the failure to personally serve the notice of intent to foreclose on Diamond, each of which made the assessment lien invalid. The appellate court ordered the trial court to grant the summary judgment in Diamond's favor and expunge the lien.

## Significance:

This case is significant because it establishes that every "i" needs to be dotted and every "t" needs to be crossed in complying with the statutory requirements related to collections and lien foreclosures. One technical mistake related to the procedures in the statute will result in the lien being invalid and forcing the Association to start over and potentially, being responsible for the attorney's fees and costs of the member who successfully challenges the collection process. This strongly underscores that a highly regimented and professional approach to collection activities must be maintained by Associations, management companies, attorneys and foreclosure trustees to be able to document clearly that every statutory requirement was

met, right down to inclusion of the execute session action approving foreclosure in the minutes of the next regular board meeting.

## Liberty Mutual Insurance Company v. Brookfield Crystal Cove LLC 219 Cal. App. 4<sup>th</sup> 98.

#### Facts:

Eric Hart purchased a newly constructed home from the defendant developer. A pipe in the fire sprinkler system burst, causing significant damage. Hart's property insurer, Liberty Mutual, paid his relocation expenses while Hart was out of the home during repairs. Liberty Mutual sued the defendant developer in subrogation to recover those relocation expenses. The defendant argued and the trial court agreed, that the claim was time-barred under the Right to Repair Act (Civil Code Section 895 et seq.) because the case was filed more than four years after the purchase. Under the Right to Repair Act, a plaintiff's burden is to demonstrate a defective condition exists, without any requirement of physical property damage caused by the defect. This act was put into play to address a Supreme Court decision that precluded claims against contractors and subcontractors based on a negligence theory for defective construction in the absence of property damage caused by the negligent construction. (Aas)

## **Appellate Decision:**

Liberty Mutual appealed the trial court's decision on the basis that there is no language in the Right to Repair Act making it the exclusive remedy for construction defects when there is actual property damage caused by the defective condition. The appellate court agreed, ruling that the shorter statutes of limitation in the Right to Repair Act do not apply to claims for actual property damage arising from a construction defect and instead, the general statutes of limitation for latent defects (10 years) and patent defects (4 years from discovery) and for property damage (3 years after damage) applied.

# Significance:

Developers, contractors and subcontractors have attempted to argue that all aspects of construction defect litigation are controlled by the Right to Repair Act, including the narrow and restrictive statutes of limitation for various types of defective construction. This case brings back into play defective construction claims which are undiscovered and manifest property damage after the short limitations in the Right to Repair Act have run.

Fowler v. M & C Association Management Services, Inc. (2013) 220 Cal. App. 4<sup>th</sup> 1152.

#### Facts:

Fowler was the lead plaintiff in a potential class action lawsuit against a management company for charging "transfer fees" in order to update homeowner records. The plaintiff claimed that unless the management company filed a notice of the transfer fee with the Office of the County Recorder pursuant to Civil Code Section 1098. That section requires the recording a notice of certain types of transfer fees before such fees can be collected.

## Appellate Decision:

The Court of Appeals ruled that transfer fees charged by management companies were exempt from this requirement due to an exemption in Section 1098 for any "transaction authorized by the Davis-Stirling Common Interest Development Act." The basis for the decision was an expansion of the principles in the prior decisions of Berryman v. Merit Property Management, Inc. and Brown v. Professional Community Management, Inc. which dealt with whether fees charged by management companies to Associations per the management contract could be passed through to members in sales transactions without proof that the amount charged by management the actual amount it cost the manager to perform. In those decisions the courts found that the management company's fee was a contractual issue with the Association and not subject to the actual cost requirement of Civil Code Section 1366.1.

## Significance:

The trend continues at the appellate court level of not micro-managing the contractual relationship between associations and management companies and treating management companies as a mere extension of the Board that is subject to the restraints and limitations of the laws applicable to associations. This decision recognizes that Boards are entitled to enter contracts with managers to perform certain association functions and that commercial transaction is entitled to deference by the courts.

## 2014 LAW AND LEGISLATIVE UPDATE MEETING MATERIALS

Our February law and legislative update meeting held at the Glen Annie Golf Club appears to have been well received and enjoyed by the attendees. Over 70 attended the event which featured delicious appetizers and desserts from the restaurant, trade show booths from our sponsors and a two-hour educational program. Those who arrived before dark commented on the scenic views from the restaurant and clubhouse which sits in the foothills above Goleta. Members had numerous networking opportunities and the three fireplaces were popular venues for gathering.

Most of the meeting materials have been scanned and placed on our website. Our legal experts graciously consented to allow their copyrighted materials to be placed there for your information and reference. You can access their materials along with materials from previous meetings on our website - <a href="http://www.southcoasthoa.org/resources.html">http://www.southcoasthoa.org/resources.html</a>

## 2014 COMDOMINIUM BLUEBOOKS

We still have copies of the 2014 Condominium Bluebooks. This handy reference has been distributed by us for 20 years as part of your membership. New this year is all the code number changes of the Davis-Stirling Act. A cross-reference table is available for those who memorized certain code section numbers because they were used frequently. Books are \$19 each postpaid and orders can be sent to our PO Box address on page 1.

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Timothy Cline Insurance Agency Tim Cline, CIRMS

725 Arizona Ave #100 Santa Monica, CA 90401 805-299-0899 Bill Terry Insurance Agency Barbara Terry

3887 State Street #201 Santa Barbara, CA 93105 805-563-0400 Baxter Insurance Services Dan Baxter

225 East Carrillo #201 Santa Barbara, CA 93101 805-963-4048

# **CONTRACTORS**

Acme Detection Gary Fuller

1081 E, Mountain Dr Santa Barbara, CA 93108 805-565-LEAK (5325) Blake Fuentes Painting, Inc.

79 S. Kellogg Avenue Goleta, CA 93117 805-962-6101 United Paving Justin Rodriguez ('13)

3463 State Street #522 Santa Barbara, CA 93105 805-563-4922

# LANDSCAPE CONTRACTORS

Kitson Landscape Management, Inc.

Sarah Kitson & Mike Waggoner 5787 Thornwood Drive Goleta, CA 93117 805-681-7010 TriValley Landscapes Colin Anderson

35 W. Main Street, Suite B #152 Ventura, CA 93001 805-535-0119

# **ORGANIZATIONS**

Community Associations Institute (CAI) Channel Islands Chapter

P. O. Box 3575 Ventura, CA 93006 805-658-1438 www.cai-channelislands.org **Executive Council of Homeowners - ECHO** 

1602 The Alameda #101 San Jose, CA 95126 408-297-3246 www.echo-ca.org