

# LOS PASEOS HOMEOWNERS ASSOCIATION

March 11, 2026

Call to Order – Greg called the meeting to order at 7:00 pm. In attendance were Richard Doucette, Vice President; Jackie Rose, Treasurer; Gregory Cook, Secretary; Daphne Demaiter, Director at Large; Adrienne Burke, Office Manager; and Patricia Beck, Ken Marks, and Tony Vesci, Homeowners.

- 1) Approval of Minutes: Jackie motioned to approve the February 2026 Minutes as edited. Daphne seconded. Motion passed.

- 2) Open Forum,

Members in good standing are free to speak about issues. Speakers must observe rules of decorum and not engage in obscene gestures, shouting, profanity or other disruptive behavior. Each speaker will have three minutes to talk. If they are in the middle of a sentence when time is called, they may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. Speakers may not allot their time to others.

Patricia presented an Architectural Change Request to renew side gate. Essentially it is a reconstruction of the original gate, no changes anticipated.

Ken explained in detail extenuating circumstances concerning his late payment of the HOA dues. Considering the depth of Ken's difficulties and having moved into the neighborhood in 1976, the Board granted a one-time exemption of the late fees.

Tony stated that he would like to remodel his house. This would include completely remodeling the roof with advanced technology roof tiles. Robert will contact him to understand his concerns about these advanced roof tiles and possible tie-ins to the Association, and report back to the Board. Tony was advised of the proper procedure for applying for an Architectural Change Request.

- 3) Associate Member Representative Report
  - a. Adrienne will reach out to Associate Members who might be good candidates to be the Associate Member Representative and report at the next Board meeting.
- 4) Financial Report
  - a. Current Account Balances:
    - i. Focus Checking – \$ 285,280.00

- ii. Focus Reserve Account – \$ 186,156.00
  - b. Board reviewed the budget to date.
- 5) Architectural Committee
- 6) Approvals
- i. 7030 Via Ramada --paint colors
  - ii. 7115 Via Maria—landscaping update
  - iii. 74 Bernal Road -- solar
  - iv. 7024 Via Serena -- new driveway
  - v. 7161 Via Colina -- addition to front
  - vi. 7069 Via Serena -- new front doors
  - vii. 94 Bernal Rd -- new fence in alley
  - viii. 7089 Via Ramada -- new gravel in front landscaping
- b. Houses for sale: 7064 Via Pradera
- c. Houses sold: none
- d. Violation letters sent: No violation letters have been sent this month, the Board is still working on a exemplary procedure given new rules created in Sacramento. An example letter will be coordinated with our attorney by Greg and presented at the next Board Meeting.
- 7) Office Report
- a. Clubhouse Manager
    - i. Lifeguards: 5 open positions for lifeguards, most are returning
    - ii. Lifeguard classes: These classes are starting and in cooperation with the Red Cross.
    - iii. False alarm fine—Adrienne went to a hearing; the adjudicator was impressed with multiple people now in place to be contacted in the event of an alarm being triggered; there is a possibility we may get reimbursed.
    - iv. New alarm system feature: to be reviewed by the equipment add-on, chekt.com, get quote with Zoom meeting. Board notes installation of the perimeter fence has greatly reduced incidents
    - v. Associate Members: 14 associates dropped, but the Association is still at 75 Associate Memberships.
    - vi. 10 Pack Pilot Program: The original 10 pack pilot program was: \$150 for a maximum of 25 families, with blackout days after July 1<sup>st</sup>. Updated pilot program: 10 pack, \$250, no blackout dates, 25 families. Rich motioned to pass this updated 10 Pack Pilot Program; Jackie seconded. Motion passed.
    - vii. Holi Event and Spring Boutique – March 22<sup>nd</sup> – all who are intending to attend should RSVP.

viii. Mother's Day – chair massage this year; feedback that volleyball for Mothers would be fun.

ix. Bingo: March 21<sup>st</sup>, Friday, signs, 7pm, money as prizes.

b. Collections:

i. Number of Homeowners Paid to Date: 265 / 279

ii. Number of Homeowner Late to Date/Sent to Collections: 14 (possible)

iii. Number of Associates Paid to Date: 75 / 75

iv. Collections Status:

1. Will begin on 3/16/2026. Certified mailing will go out on 3/12/2026.

8) Old Business

a. Minor Sports Court Waiver: This was reviewed by the Board and found to be acceptable, and added as an Addendum to the Minutes. This was motioned by Jackie, and Daphne seconded. Motion passed.

b. Protecting the Concrete Entrance: The Boards position is that this is an important topic to protect the concrete in front of the Clubhouse. Viable topics include: (rock – no – too dense), big planter, or pole

c. Block parties: reviewed preliminary schedule, to be published in the next newsletter. Association to provide hot dogs.

d. Reserve Study: Greg to check into CC&R date and when they need to be updated.

e. Pool House: In spite of recent updates to the roof, it is leaking again.

9) New Business

a. Sidewalk repairs: Board agreed this should occur before Swim Team starts

b. Post repairs: Board agreed that this should occur before Swim Team starts.

10)The meeting was adjourned at 8:55 pm.

Addendum: Sports Court Waiver

## WAIVER AND RELEASE OF LIABILITY

### Sports Court 2026

<p><u>Schedule:</u> May 2-Sept 7 12pm-7pm</p>
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Child's Name: \_\_\_\_\_ Parent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

This is a voluntary activity and participants and their parents are aware there will be **no supervision**. All participants must be at least 13 years old to enter the sports court without an adult and play at their own risk (see section below regarding liability and indemnification).

**Participant agrees:**

a) that he/she is responsible for equipment (nets, balls, etc) and facility (furniture, garbage, landscaping, etc).

b) that he/she may not have a younger sibling or friend accompany them unless an adult is present for the duration of usage.

c) that he/she must wear proper footwear while playing in the sports court (no bare feet allowed).

d) that he/she must forego usage of the pickleball or basketball court IF a reservation is scheduled to use the court/courts.

e) that he/she may not bring any food or drinks (except water bottles) into the sports court.

f) that he/she acknowledges that cameras will be operating and reviewed if an issue arises.

In consideration of the risk of injury while participating in **Los Paseos Sports Court** (the "Activity:", and as consideration for the right to participate in the Activity. I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **Los Paseos Association, located at 7047 Via Ramada, San Jose, CA 95139**, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTION LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.**

I agree to indemnify and hold harmless Los Paseos Association against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Los Paseos Association incurs any of these types of expenses, I agree to reimburse Los Paseos Association.

I acknowledge that Los Paseos Association and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Los Paseos Association.

**I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS.** The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Los Paseos Association AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNEES, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Los Paseos Association FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Los Paseos Association, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both \_\_\_\_\_ (Participant) and Los Paseos Association agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of the agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<b>Emergency Contact</b>	<b>Contact's Relationship</b>	<b>Contact's Telephone</b>
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**I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.**

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(Signature)

(Date)

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(Print Name)

## 11) Executive Session

The times when Board meetings may be held in Executive Session are specified in the CC&R and Bylaws. In order to protect the privacy of those concerned while maintaining a public record of the deliberations, case numbers known only to the Board and Office Manager have been assigned.

**EXECUTIVE SESSION: NOT TO BE PUBLISHED**