

# *Marquez Knolls Property Owners Association, Inc.*

## **Board Meeting Agenda**

*All Members are welcome to attend*

**Monday, April 21, 2008, 6:30 p.m. – 8:30 p.m.**

**Presbyterian Church Conference Room,  
15821 Sunset Boulevard, Pacific Palisades, CA 90272**

**The Annual Meeting will be held at the Marquez Elementary School on Thursday, May 8**

**The next regular Board Meeting will be on Monday, May 19, 2008**

MKPOA PURPOSE: The purpose of this corporation is to promote and encourage the preservation of the beauty and healthful environment of the residential subdivisions located in the Marquez Knolls area of Pacific Palisades, California by informative, educational, mediative, and other lawful activities for the benefit of residents of the community.

MKPOA BUSINESS: As directors of the corporation, the board shall have the authority to represent the Marquez Knolls Property Owners Association in all issues including but not limited to: CC&R enforcement; developments affecting the community; variances, traffic; public health and safety; and crime prevention. The board shall have the authority to interact with other community entities, i.e., the Pacific Palisades Community Counsel, Chamber of Commerce, Design Review Board, Hillside and Canyon Federation, PPRA and other Homeowners Associations.

### **6:30 Start of Business Meeting**

#### **1. Introduction of the Board**

#### **2. Introduction of Audience**

#### **3. Certification of Quorum (6 Board Members, 51% of 11)**

#### **4. Adoption of Minutes for 3/17/08**

#### **5. Consideration of Agenda:** View Definition and Web Site Modifications have been deferred to the April meeting pending the preparation of specific recommendations to the Board.

#### **6. Treasurer's Report**

#### **7. Reports, Announcements and Concerns from Board Members and Advisors**

7.1 The next meeting will be held on Monday, May 19, 2008, the Annual Meeting will be on Thursday, May 8.

7.3 April Newsletter (Haldis Toppel)

7.4 Annual Meeting (Karin Fintzy)

7.5 Traffic Lawn Signs on Jacon (Janet Turner, Lou Del Pozzo)

7.7 Nominations (Haldis Toppel)

7.8 Web Site Maintenance (Janet Turner)

7.8 Schedule for MKPOA meetings - review

#### **8. Old Business**

8.1 Sending letters to brokers and new home owners - update (Karin Fintzy)

8.2 Phase II Draft letters - "Agreement for Mediation Services", "Cover Letter – Application for Informal Mediation" (see attached) (Bernie Hathaway).

8.3 April Newsletter (Haldis Toppel)

8.4 Briefing on Zabrocky v. McAdams, Oral Arguments (Wayne Marcus)

8.5 Status Report on Requests for Assistance. (Haldis Toppel)

#### **9. New Business**

#### **10. General Public Comment**

### **8:30 11. Adjournment**

**Future Items: Bylaws, Articles of Incorporation, Web Site Modifications, View Definition**

(Date)

Broker  
16957 Livorno Drive  
Pacific Palisades, 90272

Dear (Broker Name here):

Congratulations on your new listing. The Marquez Knolls Property Owners Association, Inc. (MKPOA) would like to work with you and your buyers to help make homeownership in our community a most pleasant experience.

MKPOA serves its members in many ways, but most notably it is concerned with the protection of the often spectacular ocean, city, and mountain views. Marquez Knolls property owners are very protective of these views. Most lots in Marquez Knolls have Conditions, Covenants and Restrictions (CC&Rs) designed to protect the views of neighboring properties. If such provisions are applicable to the property covered by your new listing, we are requesting that their existence be fully disclosed to potential buyers. Unfortunate situations have occurred in the past when new homeowners have not been made aware of the CC&R provisions that applied to their property.

You may consult the MKPOA web site at [www.MarquezKnolls.com](http://www.MarquezKnolls.com) for a list of CC&Rs for most tracts in Marquez Knolls. Misunderstandings can be avoided if potential buyers are fully aware of these provisions before they make their purchase offer.

A copy of Frequently Asked Questions (FAQ) on this matter is enclosed. We ask that you give a copy of it to all potential buyers of your listed property. Please also indicate on your MLS handouts that CC&R provisions may apply to your listed property. This will minimize the possibility of disputes subsequent to the purchase.

Thank you very much for your help. If you have questions or need additional information, please email us at [Info@MarquezKnolls.com](mailto:Info@MarquezKnolls.com) or call our hotline (310 454-7678).

Sincerely,

Haldis Toppel  
President, MKPOA

cc: (Seller Name Here)  
Enc: Frequently Asked Questions (FAQ)

(Date)

Homeowner  
16957 Livorno Drive  
Pacific Palisades, 90272

Dear Homeowner:

Welcome to the Marquez Knolls area of Pacific Palisades! MKPOA is a grass roots property owners association staffed by volunteers. We assist residents of Marquez Knolls with concerns such as noise or traffic problems, street maintenance, power outages, fire prevention, etc.

MKPOA provides a number of important community services to property owners:

- Publishes a newsletter with information about important community issues and concerns;
- Serves as a representative body for the residents of Marquez Knolls and thus speaks for many, giving the individual voice more clout;
- Provides information and assists MKPOA members in the application of CC&Rs and the preservation of their views;
- Maintains a website with much useful information (see reference below);
- Distributes via e-mail, upon request, community information such as road closures or construction, natural disasters, crime reports and alerts, announcements from other community organizations or governmental entities, and the MKPOA agenda and minutes.

**Of special significance to Marquez Knolls homeowners is the protection of their cherished and valuable views. Many tracts in this area have Covenants, Conditions and Restrictions (CC&Rs) which place restrictions on the properties, including view protection clauses. If your property has CC&Rs, you should have received a copy of them with your title policy during escrow. A list of Frequently Asked Questions (FAQ) is enclosed. For further information, please visit the CC&Rs page at [www.MarquezKnolls.com](http://www.MarquezKnolls.com).**

We are proud of what we have accomplished over the years. If you are not yet a member of the MKPOA, please make a nominal but important investment in your community and send a check for \$30.00 payable to "MKPOA" in the enclosed envelope. It's that simple.

If you have any questions about our organization or this community, call the MKPOA "hot-line" at 310 454-7678 or e-mail to [Info@MarquezKnolls.com](mailto:Info@MarquezKnolls.com). Finally, we can always use more help. Let us know if you are interested in serving as a MKPOA Board member or as a representative of your immediate neighborhood. Thanks, and again: welcome to Marquez Knolls!

Sincerely,

Haldis Toppel, President,  
Marquez Knolls Property Owners Association, Inc.

Enc: Frequently Asked Questions (FAQ) and Membership Envelope

8.2 Phase II Draft letters - *“Agreement for Mediation Services”*, *“Cover Letter – Application for Informal Mediation”*

**Background:**

In March, the Board unanimously adopted Phases I-IV of the MKPOA Member Assistance Policy. In support of, and as part of Phase II, a cover letter and an Agreement for Mediation Services have been prepared (see letters below).

The documents were initially drafted by Rosario Perry. Bernie Hathaway led the review process and the preparation of the documents for consideration by the Board. Bernie Hathaway, Wayne Marcus and Haldis Toppel met with Rosario and agreed on several amendments to the initial draft. Notably, no written documents will result from the mediation process, i.e. no written view assessment and no written mediation agreements will be prepared by MKPOA. To write mediation agreements, if desired, is the responsibility of the involved parties.

(Date)

(Name)

(Address)

Pacific Palisades, CA 90272)

Dear [MPKOA Member Name]:

MKPOA has received an inquiry from you requesting the organization's help in resolving certain issues, which need the interpretation and application of CCRs.

Members of MKPOA will try to assist you in mediating your issues as described in the attached "Agreement for Mediation Services". It is MKPOA's belief that all Homeowners will benefit by understanding the historical application of the Marquez Knolls' CCRs. MKPOA also brings uniformity to the CCR interpretation, promoting equal application to all homeowners' properties in Marquez Knolls.

The MKPOA members are willing to meet with you to discuss and comment on your issues. Naturally we cannot give legal advice, nor can the Board independently enforce the CCRs on your behalf even if there is a violation. The MKPOA's involvement is an attempt to bring about resolution through mediation with all concerned neighbors.

MKPOA will initially meet you at your property to better understand the issues and to discuss your concerns. If after this initial visit and discussion you wish to continue with the help of MKPOA, then MKPOA will attempt to contact other neighbors who are affected and arrange a meeting where your concerns can be discussed and hopefully resolved. This part of the process is called mediation. Mediation is voluntary and cannot result in obtaining any unwilling party's consent.

If you would like to use our help you must sign the attached "Agreement for Mediation Services." This agreement is an indemnity and a release of liability, necessary to protect MKPOA. As a consequence of past experience, we need to protect against the possibility of MKPOA becoming involved in future lawsuits. We hope that this formality will not dampen your desire to use our help to resolve your issues. If you have any questions about the Agreement we encourage you to consult your attorney prior to signing it. Naturally, the Board cannot begin mediation process before it receives your signed copy of this Agreement.

Please feel free to contact me if you have any additional questions or concerns

Sincerely,

Haldis Toppel,  
MKPOA President

cc:

Attachment: Agreement for Mediation Services

**Agreement for Mediation Services by MKPOA**  
(Including Release and Hold Harmless)

Property owner, (name), at (address) is hereinafter referred to as “Party A”

Property owner, (name), at (address) is hereinafter referred to as “Party B”

The Marquez Knolls Property Owners Association, Inc., its members, Board of Directors, employees, and agents are hereinafter referred to as “MKPOA.”

I, Party A, request that MKPOA assist me in resolving an issue I have concerning the interpretation and/or enforcement of our CCRs. In consideration for these services I agree to release MKPOA (as defined) from any and all liability arising out of the services provided by MKPOA and those acting in conjunction with the association. I understand that MKPOA is performing as mediators and is not giving any type of legal advice. For legal advice you should consult your attorney. I further agree that as mediators MKPOA is entitled to the protections of the law which insulate mediators from all liability. Furthermore I understand that nothing said during this mediation process and nothing written for this mediation process, from the initial contact to its final completion can be used in any litigation or arbitration which may arise.

I understand that I must never file or attempt to file a lawsuit against MKPOA for anything (including, but not limited to, any act or statement) arising out of the services being provided to me in this matter by MKPOA

If I do initiate such a lawsuit, then I agree that I am responsible and required to indemnify MKPOA for the full cost of their litigation expenses, including, but not limited to, their attorney's fees, court costs, and any and all other litigation costs under any circumstance. I further understand that MKPOA would not provide the mediation services without this Agreement, and that MKPOA is providing the mediation services in reliance on this agreement. Furthermore, since this is an indemnity agreement, I understand and agree that if I do initiate litigation I am not entitled to have MKPOA pay for any of my litigation expenses, including, but not limited to, my attorney's fees, court costs, and any and all other litigation costs under any circumstance. This Agreement does not impose any obligation on MKPOA to perform any specific quality or skill of services, but rather is simply a Release to MKPOA to enable it to provide mediation services to me. This release and indemnity applies whether or not MKPOA has or has not provided mediation services under this Agreement.

I agree and represent that the MKPOA mediation services provided under this Agreement

- (a) are an exercise of the constitutional rights of freedom of speech and petition;
- (b) are protected by the state and federal constitution;
- (c) involve matters of public significance, since they deal with CCRs that effect the homeowners in Marquez Knolls and MKPOA’s attempt to provide mediation services with the intent to avoid possible lawsuits.

I agree that if litigation is initiated I will not dispute this representation in any said litigation. As such, any lawsuit brought will be subject to a Code Civil Procedure 425.16 motion to dismiss the entire lawsuit, immediately after it is filed.

I further understand and agree that:

1. I am only liable if I file a lawsuit against MKPOA and I am not responsible for the action of the other party.
2. The California evidence code shall apply to this mediation. For purposes of enforcing confidentiality under the evidence code, the mediation does not end unless and until one party notifies in writing the remaining parties and MKPOA that the mediation has ended;
3. Anyone designated by MKPOA as a mediator in this mediation:
  - a. Shall not be qualified as a consultant or expert in any pending or future investigation, action or proceeding relating to the subject matter of the mediation (including any investigation, action or proceeding which involves persons not a party to this mediation).
  - b. Shall not be called as a witness or as an expert in any pending or subsequent litigation or other proceeding involving the parties and relating to the issues that are the subject of the mediation.
4. Nothing in this Agreement shall prevent anyone from voluntarily testifying at any mediation, arbitration or trial where that person feels that his or her real property and/or financial interest will be impacted by the outcome of that proceeding. In the event that the person does so testify, this Agreement, including but not limited to, the confidentiality of the mediation proceeding shall still be strictly enforceable.
5. This Agreement can be used in any mediation, arbitration or litigation proceeding, and is not protected by the confidentiality provisions of this Mediation Agreement.
6. This Agreement is effective on the date when all the Parties have signed it.

In Witness Whereof, the parties to the Agreement, designated below, affix their signatures hereto:

Party A  
Signature: \_\_\_\_\_

Party B  
Signature: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_