

00:02:54:24 - 00:03:27:22

Okay. Good afternoon, everyone. Robert, I think, number one, let's just take a roll call. We've got some people on here whose names I know and recognize, and then I will admit that I do not know who iPad number two is as a owner. So maybe just starting from iPad number two, if you could identify yourself and what lot you own. I'll just kind of call people out just as we go around it so we have an accurate minute of the attendees.

00:03:38:21 - 00:03:41:03

Uh, I. iPad number two. You're on mute.

00:03:42:05 - 00:03:57:21

Uh, this is Dana and Judy Henderson. I also have a Val, our next door neighbor, Val. Mick MacArthur. MacArthur and I have David Swearingen. So there's three owners here.

00:03:58:20 - 00:04:03:05

Nice and sorry. Dana, is the iPad yours as well.

00:04:05:03 - 00:04:06:24

Part? No. Okay.

00:04:06:26 - 00:04:26:28

And and sorry, Dana, I just I will apologize right off the bat. I've been on the road for the vast majority of the two days, last two days, and I haven't been able to respond to your email, but it is on my agenda for today, so I apologize for that. It was a 14 hour day of 11 hours of driving and three hours of meetings. So yeah, it was just it was a long one.

00:04:28:13 - 00:04:35:11

Okay. So that Josh, did you get everybody with Dana, Dana and Judy and David Swearingen?

00:04:36:18 - 00:04:42:03

I'll confirm spelling of last names with Robert after, but yeah, I've made a note. Okay.

00:04:42:05 - 00:04:49:27

And then someone is labeled AE with their camera on, but a piece of paper over top of it. Who is that?

00:04:50:11 - 00:04:53:17

I think it's a camera staring at something. Or is that a piece of paper?

00:04:53:23 - 00:04:54:23

I don't know, but.

00:05:03:29 - 00:05:04:24

No answer.

00:05:05:03 - 00:05:34:26

No answer. So I don't mean to play big bad wolf here, but this owner is this meeting is for owners. And if people aren't willing to identify themselves, I'm just going to ask Robert to remove them from the meeting. You don't have to turn your camera on. I don't have to see your house. But I do want to make sure we know who's been given the link and who's in the meeting. Um, if that's very clear. And so going one more time, Elka, would you like to identify yourself?

00:05:39:28 - 00:05:46:27

Okay, Robert, you just want to remove iPad number two and H from the meeting and then we'll continue to go around.

00:05:52:11 - 00:05:56:00

Um, Laura, is there anybody with you, or is it just yourself?

00:05:58:02 - 00:06:00:13

Just myself. Lot 68.

00:06:00:22 - 00:06:04:26

Thanks, Laura and Shelley. Just yourself with you?

00:06:05:14 - 00:06:07:19

Yep. Just me and my husband. Awesome.

00:06:07:21 - 00:06:09:09

And Bruce.

00:06:11:07 - 00:06:15:03

Yeah, just. Just maybe Rebecca may join in here. My wife. But.

00:06:15:26 - 00:06:17:26

Scott, Anybody joining you?

00:06:18:19 - 00:06:23:05

No, just Scott Anderson here. Don't know the lot number, but we're 460. Finito.

00:06:23:14 - 00:06:30:15

Yeah, that's okay. And then just I was assuming, Robert, did you hear from Charles? Was he planning to join or.

00:06:31:09 - 00:06:32:18

I am not sure.

00:06:33:00 - 00:06:33:15

Okay.

00:06:34:24 - 00:07:05:15

All right. Well, we'll keep this quick and and open up most of the meeting for any other business just in terms of what we spend our time on today. So Wes West had to not was unable to make it today. So it'll be just Josh and I as the directors. As a reminder, this is the director's meeting for Q1 of 2023, the primary purpose of which is just to have eyes on the 2022 interim financial statements.

00:07:05:17 - 00:07:43:01

The accountants have not prepared the final ones yet, which we will share with you and so we'll go from there. So just from an approval of an agenda, Josh and I have seen it, I think unanimous consent where we're fine with it. We will create a space in other business just for any comments that anybody may have. Approval of the minutes Josh wrote them, I read them. They were good. So we'll approve the minutes from the previous meeting and then for the review of the financial position of the association.

00:07:43:03 - 00:07:55:05

Robert has provided a balance sheet as of December 31st, 2022, which I am going to share the screen with everybody. Oh, Robert, can you enable my ability to share the screen, please?

00:07:55:22 - 00:07:59:02

Alrighty. Just one second here. Charles.

00:08:00:18 - 00:08:01:03

Charles.

00:08:03:24 - 00:08:05:28

I think we're there. Okay.

00:08:06:27 - 00:08:07:12

Um.

00:08:10:02 - 00:08:12:03

Do we, Acrobat Share.

00:08:13:01 - 00:08:18:22

So everybody should see the balance sheet as of, um.

00:08:19:20 - 00:08:22:10

Steve Major is joining. Okay.

00:08:25:12 - 00:08:28:15

Does everybody see the balance sheet? All okay there?

00:08:31:21 - 00:08:34:10

Hearing no concerns. I will continue.

00:08:36:12 - 00:09:00:10

So as as of the end of last year, we had \$35,000, \$335,400 in free cash in the bank, held in escrow for the construction deposits was \$40,000 on the dot and the HOA reserve was sitting at \$94,000.

00:09:02:04 - 00:09:34:14

So, you know, total cash on hand for the association of \$170,000. Obviously, some of that is pledged with some accounting entries here that you can see from QPM. There was a distribution last year of 38,000 to the HOA Reserve account and and then 16,000. That 250 represents another transfer internally under liabilities. You'll see that the deposits are 42,500.

00:09:34:16 - 00:10:10:05

So there was an accounts receivable of \$2,250 on deposits for the escrow. And then we had another 19,000 that was being distributed that needs to be paid out balance off by the the transfer that was over there. And then, you know, adding the retired the the retained earnings from last year, you see total capital is showing as 87,000 for for a balance of \$149,273.

00:10:10:24 - 00:10:52:08

These these statements have been provided with the general ledger to the external accountant, and that review is ongoing. Moving over to the income statement and just raise your hand. I'm watching the side. If you do have a question on anything, this is the month by month spending on. Oh, sorry. Let me just scroll up here to the top page. So first page, you'll see month by month income total income for the HOA was \$105,000 in dues, um, with 109,000 with some of the the deposits and fees.

00:10:52:10 - 00:11:37:07

I don't think I can get this all on one page. So you'll see under expenses insurance was paid \$1,200, \$12,000 was in the management fee. Electricity cost 1300 last year with 9300 going to water which we expect to come down with the decommissioning of the fountain. Um, the special county fees. I don't know why it says special accounting fees, to be honest, but these are some of the accounting fees that we're just incurring to catch everything up and then going down to the rest of operating expenses, the majority of expenses last year were around grounds maintenance, landscaping, contract and contingency spending.

00:11:37:09 - 00:12:15:11

And and this was due to stuff that had broken or needed to be updated. But I think the key thing that we want to note here is none of the work on the agricultural buffer other than just general maintenance was, you know, borne by the HOA. So the declarant, all of the installation of the irrigation system and the terra seed and and that berm was was all not that's not part of this budget that was paid by by the dealer declarant and not put on the HOA.

00:12:16:02 - 00:12:47:16

There's some minimal management of the HOA streets, those private streets with total operating expenses around \$109,000. So this past year we see, you know, a net income of just -\$600. And so that's where we're sitting on those financial positions. There's there's no move for us to review anything. I'm going to

just hand it over to Robert to see if he would like to to speak to any of that. I see a couple more people joining Kirsten and Kyle.

00:12:47:18 - 00:12:49:05

Is there anybody else who's joined? Robert?

00:12:49:19 - 00:12:53:27

Just Kyle. Yeah, just Kirsten Damsgaard and Kyle.

00:12:54:04 - 00:12:58:05

Okay. And you're keeping track of which units and stuff they own?

00:12:58:13 - 00:13:06:03

I'm trying to I'm going to ask both of them to I have Kirsten I can look up real quick, but Kyle I needed more information.

00:13:06:15 - 00:13:08:13

Copies with Shelley.

00:13:09:00 - 00:13:12:24

Sorry. We had to separate out our zooms. Telehealth. Yep. Okay.

00:13:13:09 - 00:13:15:22

And then. And then. Kyle, which unit are you in?

00:13:17:04 - 00:13:21:27

We're in 536 West La Strada. I don't know the lot number.

00:13:23:16 - 00:13:24:22

Here's Kirsten. What?

00:13:24:24 - 00:13:26:26

What? What's your address?

00:13:27:21 - 00:13:28:13

35.

00:13:28:15 - 00:13:29:25

36. You still strata?

00:13:36:21 - 00:13:37:09

All right?

00:13:37:12 - 00:14:08:19

Yeah. The only one of the one of the things in the in the there's about \$20,000 of spending last year that was reestablishing irrigation. And there's some extra work there along the trees on McAndrews to to keep those install irrigation and the like. So those are not costs we see happening again in future events here, but it's basically reestablishing the infrastructure.

00:14:12:15 - 00:14:14:00

For irrigation in those areas.

00:14:14:10 - 00:14:25:03

And any other comments on either of these that you'd like to bring up, Robert? No. Okay. Any questions on anything that's presented here just before we continue on?

00:14:26:18 - 00:14:27:05

Negative.

00:14:28:02 - 00:14:38:25

I had a question here and about the water. You said the expense on that thought you mentioned in that in that comment, something about the fountain. But the fountain hasn't been on all of 2022, was it?

00:14:39:06 - 00:14:47:20

No. Oh, yeah. That's a good point. You're absolutely right. I will need to let me just bounce back up to the water.

00:14:50:07 - 00:14:53:01

Um, yeah, I guess that's just.

00:14:53:03 - 00:14:58:14

Sorry, that's just summer month irrigation. Yeah, my apologies for that.

00:14:58:23 - 00:15:12:01

The the shift was we had the water on irrigating the ag buffer, even though no longer we no longer had the the fountain, we still have the water costs that for that half a mile of irrigation.

00:15:13:07 - 00:15:14:02

Perfect. Thank you.

00:15:17:27 - 00:15:28:23

Hey, if there's nothing else, we'll just move over. Hand it over to Robert for reports on members delinquent and assessment payments. Do we have any delinquent assessment payments right now, Robert?

00:15:29:08 - 00:15:46:01

Uh, we do. However, the, um, everybody's in collections and have have had liens put against others. One one person that had put a lean against, they just paid four grand to catch their account up. So there's a positive movement that way.

00:15:46:13 - 00:15:48:13

Okay. Thank you. Yep.

00:15:49:16 - 00:16:20:14

Okay. On to other business. I guess what we'll do is we'll just address each in turn because these do seem to be the two bigger issues. So on the agricultural buffer, we've had conversations both with Robert internally and I've chatted with the tech TAC and and various owners on the egg AG buffer. I met with the installers, both the landscaper and the terrace eater ??????? and we had Robert fly ??????? on February 7th.

00:16:20:16 - 00:16:29:06

The egg AG buffer. I think it's very apparent to to anybody that

00:16:31:00 - 00:16:53:03

the seed hasn't taken. Like it's like there is nothing in the AG buffer in terms of any level of vegetation. So nothing has germinated. We are I'm not sure we're going to be able to determine the cause of that. We're working on that. I do have the landscaper and the terrace seeder

00:16:54:21 - 00:17:26:12

looking. The terrace Seed company, south, south, uh, south ground control, ground control, southern Oregon or ground control is going to do a walk and just see where the irrigation lines have been exposed. I have been told that the irrigation lines are rated, so the sun shouldn't do too much damage. But I do want to get those back cover just to prevent any cracking or leaks in that. Um, and we're looking at options around how to properly germinate that buffer.

00:17:26:14 - 00:17:52:12

I'm not sure if we're going to be able to determine the issue on why nothing has grown there. I think we all have ideas, but just not worth speculating. Um, but yeah, that's, that's where it's standing right now is everything that was planted did not take and we're going to have to address that. So it's not a dustbowl this summer for you guys and that's, that's about the update of where we're at on that. But happy to take any questions or comments on that.

00:17:54:02 - 00:18:13:21

Okay. Dana Henderson. Yeah. I have a couple of questions about the buffer. Number one. The buffer agreement was dated ten five 2004. Have there been any modifications or changes or amendments to it from that date?

00:18:14:02 - 00:18:14:20

No.

00:18:15:13 - 00:18:54:03

Okay. The buffer agreement describes the plants that are supposed to be planted there. It's very clear they itemized three and it didn't make a comment that similar to what's on the East McAndrews, which is the major road that goes parallel or through our properties. And I've talked to a couple of nurseries and they said it's very rare that you're going to get those three plants that are identified to be germinated through hydro seeding, hydro seeding, or I'm not sure what you're calling it, but it's very difficult to get Shrub material to grow.

00:18:54:05 - 00:19:13:21

It's mostly perennials and grasses and erosion control types of products that go through a hydro seed system. So I think one of the reasons we're not seeing the shrubs coming up is because shrubs usually are planted in starts or containers of some kind. So.

00:19:15:18 - 00:19:23:19

My question is. Will you be planting the shrubs that are on a on the contract

00:19:25:13 - 00:19:30:28

that is specified in the agreement that was signed and required by the city of Medford?

00:19:32:04 - 00:20:13:28

Well. Okay. So, Dana, a couple of things on that one. That agreement was not required by the city of Medford. The city of Medford has no party to that agreement. It is an agreement between the previous owner and and the neighboring vineyard. Um, there are there are items like it's not exclusively those types of plants, but those plants shall be included. And the and the important thing to note is, is that the egg **AG** buffer was created as per that agreement and installed and it was the hoa's responsibility once it was installed to maintain it, irrigate it and repair it.

00:20:14:16 - 00:20:56:09

Um, due to the fact that the HOA, you know, initially with lots and it was small and the previous developer, you know there was so the issue isn't constructing the ag buffer for the first time. The issue is ensuring the **AG** buffer continues to work in a manner that prevents cross pollination with the vineyard and provides a buffer for the agricultural needs and prevents water from addressing from the homeowner's property onto the vineyard other than in the controlled manner that it needs to go, which is primarily the rock pit at the bottom of Lot 9291.

00:20:56:11 - 00:21:30:22

So the Declaration isn't willing to pay the cost of planting shrubs that have pre grown into that buffer due to the fact that that will be at least \$100,000 and has significant logistical challenges with regards to getting juvenile plants in there. Additionally, some of the issues with that would be deer and or, you know, other wildlife that would nibble.

00:21:30:24 - 00:22:12:08

And we we have questions just due to the depth of the rock there, whether those types of plants will even take as it is. So the terra seed and the only difference between terra seed and Hydra seed is we blew in soil mixed with seed rather than, uh, rather than just that, that, you know, the seed mixed with water and tacked onto the top of it because we need to put seed in there as well. Um, that seed mix included drought

resistant non pollinating plants and um, you know, a natural grass and ground cover to reduce and retain moisture into the ground.

00:22:12:18 - 00:22:55:26

Um, and additionally what we did was we added the earth sock along the fence line to form a bit of a natural berm to ensure that water is properly channeled down to the rock pit. But no, we will not, will not be bringing in potted plants. It's just far too expensive and and our contention is, is that and to date, the vineyard hasn't proven otherwise that the ag buffer has never stopped working. Like, yes, the irrigation was broken and it needed to be replaced and which is why we went for a system that can be monitored with more modern technology, with Bluetooth, that it can be controlled, that the water isn't sprayed.

00:22:55:28 - 00:23:22:16

So it, you know, we can maintain the moisture of the ground with with less water is the current thing. I mean I don't again, I don't know why it didn't germinate as it should have, but the focus would be on germination and reducing dust and cracking and retaining the moisture in the soil, then specifically planting juvenile shrub plants that are currently potted.

00:23:24:22 - 00:23:34:03

If I could respond. Okay. Thank you. Yeah, absolutely. On another item, I understand what you're saying, and I'd still like to talk to you more about that without tying.

00:23:34:05 - 00:23:35:07

Yes, sure. Yeah.

00:23:35:19 - 00:24:07:09

Um, the second thing in the ag buffer agreement said that the planting area was 25ft across from the chain link fence. The irrigation has been put in it only about 12ft to 13ft. I'm not measuring everybody's yard, but I can. I can. You probably know from the Zoom and Robert can probably tell you the same, that less than 25ft was done. My understanding is that there are 16 lots on the project that are adjacent or abutting. The Vineyard.

00:24:07:27 - 00:24:39:20

And that 2 or 3 of them have encroached more than the 25ft closer to or less than 25ft and have obstructed some of the work that could be done on the buffer. The. As an aside, the architectural review committee was monitoring everybody's construction, including those three houses. So I'm not sure why it was allowed to happen, but it did.

00:24:39:27 - 00:24:59:19

So now we have a 25 foot ag buffer in the agreement that is only being planted and irrigated at half of that. I'd like to know what the responsibility to the new homeowners Association is going to be. If the contract at some point gets challenged and said that it has not been completed.

00:25:00:28 - 00:25:02:22

Yeah. I mean, I.

00:25:02:24 - 00:25:41:20

I'm not going to I'm not prepared at this moment to speak to the intricate details of of the agreement at this point in time. We you know, we do acknowledge that there there was some sort I have to check the exact measurements, but you are allowed to put, um. There's like there's a space that has to be planted. There's a space that has to be that is part of the buffer. But you can have non-residential buildings in. So for example, the sheds that are being constructed along the ag buffer are fine because they're non habitat structures and those are allowed.

00:25:41:22 - 00:26:08:13

So there are some there's some ways to read the agreement that allows for retaining walls and and non habitable structures with within the buffer area. And the buffer is it you know, it expands in some places and narrows in some places. But I'd have to go and read through that in detail. And I just I'm not going to be able to quote you chapter in verse today.

00:26:08:29 - 00:26:39:19

Okay. I appreciate that too. The thing will be then that what I would like to do is take the AG buffer agreement and itemize the specific words so that you can highlight those and take a look at them and have people that you would like to have look at them so that we can get an agreement. The intention is in the end to complete the contract and to have everything everybody happy and no responsibilities where there's going to be a backfire on anybody and any cost more than what is just meeting the agreement.

00:26:39:21 - 00:27:11:23

So you're suggesting that there's some interpretations. There may be. On the other hand, there's some very specific things. The second 25ft is allowed to build non habitable structures that do not face the valley. I've been you know, I've been doing this for seven years, bugging people. So I probably have a little bit more of the terminology. But still, I understand your position. I would like you to keep an open mind and reconsider and take a look at the agreement and I will give you I will forward some information to you.

00:27:12:00 - 00:27:12:15

Yeah.

00:27:13:16 - 00:27:45:24

Absolutely. And and happy to take that. I do see Kyle has his hand raised, so we will get to him. I mean, at this point in time, I did notice, you know, like, you know, the AG buffer provides for doors opening to the north. We're not going to force owners to rip up retaining walls or tearing down structures at this point. Like everything is is working fine. The water is not, you know, transporting over to the neighbor's property.

00:27:45:26 - 00:28:09:21

So our position is obviously like minimal burden harm on the residents of of Bella Vista. So, you know, there are rock walls there, but we are not pulling out retaining walls or anything like that. But definitely open, open to, you know, taking it further look at it. But Kyle. Sorry. Go ahead.

00:28:10:26 - 00:28:12:12

Yeah, this is Kyle.

00:28:12:14 - 00:28:13:27

I just wanted to.

00:28:14:09 - 00:28:14:24

Make.

00:28:14:26 - 00:28:22:15

Sure I understood something. So the deck **Declarant** is currently the HOA essentially right?

00:28:22:17 - 00:28:27:29

No, the deck **DEclarant** is currently Bella Vista Homes USA Limited Partnership, Which is.

00:28:28:01 - 00:28:30:16

Who has the majority share of the HOA?

00:28:31:12 - 00:28:32:07

Well, no.

00:28:32:13 - 00:28:40:12

Technically, they get to make all the choices, right? The homeowners don't really have any options yet. Right. Because the new homeowners association hasn't been formed.

00:28:40:21 - 00:28:48:20

Well, the homeowners association has been formed, but the declaration retains all of its rights until it sells its final lot. So we have four lots left to sell.

00:28:48:22 - 00:28:55:04

Declarant has all of the rights for the homeowner's association. So in practice, it is the homeowners association.

00:28:55:21 - 00:28:56:29

I'll let Josh speak to that.

00:28:59:08 - 00:29:12:03

Yeah, the decandent holds certain special rights until it sells its final lot. So it allows the dealer **Declarant** to nominate the board, for example, who essentially makes decisions on behalf of the association.

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Do we vote on the board?

00:29:19:29 - 00:29:25:01

You will vote on the board once the declarant sells its last lot. Okay, So we.

00:29:25:08 - 00:29:38:20

We don't have a board yet, so they're incorrect, but it's currently pointed to in practice Currently because the declarant has not sold its final lots, the declaration controls the management of the HOA.

00:29:38:22 - 00:29:42:24

Yeah, that's I would say that that is an accurate. Yeah.

00:29:43:12 - 00:29:48:27

Representation. Yes. And it was the HOA responsibility to install and maintain the ad AG buffer.

00:29:50:27 - 00:30:01:27

Yes. All right. So it was in, in effect, the deck lancer Declarant's job and responsibility to install and maintain the buffer in effect.

00:30:01:29 - 00:30:02:14

Yes.

00:30:02:16 - 00:30:04:20

Well. And well.

00:30:04:26 - 00:30:06:03

Whoa, whoa, whoa.

00:30:06:16 - 00:30:23:13

Whoa, whoa, whoa. I know, like, before we go down this trail, I want to be very clear that USA Limited partnership purchased this subdivision after the egg AG buffer was constructed by the original. It really does sound.

00:30:23:15 - 00:30:32:28

Like they're trying to sneak out from having the liability of all the costs from their failure to manage it. That's how it's sounding to me.

00:30:33:00 - 00:30:37:07

Okay, Kyle, I can tell you that we spent over \$100,000 putting that irrigation.

00:30:37:09 - 00:30:39:20

I'm not I'm not. We're happy to send.

00:30:39:22 - 00:30:40:21

That bill to you.

00:30:40:24 - 00:30:43:10

I'm not. I'm not doubting how much money you've spent.

00:30:43:17 - 00:31:23:12

We are not trying to sneak out. Of course there is no trying to sneak out of cost here. But what I want to be very clear on is that the original developer who went under like who lost the property to the bank, that that BVD USA Limited partnership purchased it from, was the deck Declarant that installed the French drain egg AG buffer that signed the egg AG buffer agreement with the neighbor. And so when the current declarant US essentially purchased the subdivision, there already was in existence the 106 lots and a monthly fee being applied to each of those lots.

00:31:23:14 - 00:32:01:27

So the cost to rehab, the AG buffer that that bellavista homeowner like sorry, BBA, USA Limited partnership bore, we bore that without putting that onto the cost of the lots. So those costs were paid by us as the declarant slash developer and not assigned to the 106 lot. So like yes, there's an HOA and for a long time the Declaration owned the majority of those lots and we paid the monthly HOA fee every month for those lots.

00:32:01:29 - 00:32:07:05

But that money was not the money used to fix the buffer. Just so we're clear.

00:32:07:21 - 00:32:17:08

Okay. So I think I'm starting to get it. So the new new declarant, after you invested in the failed last developer.

00:32:18:08 - 00:32:23:22

Purchase, we're essentially the New Dealer Declarant and we assume the debt rights when we bought it from the bank.

00:32:24:04 - 00:32:35:28

Yeah. Yeah. Like they went under. You swooped in with buying their. Their failed investment. Yeah. And then put in a bunch of money to rehab the buffer.

00:32:36:11 - 00:32:37:00

Well, so.

00:32:37:02 - 00:33:07:12

Initially we thought the AG buffer was working perfectly fine and then the neighbor came to us and said, No, the AG buffer isn't working. There's water coming into the property. You need to fix everything. And to be honest, that was very much related to their desire to rezone their property for development. But and we said, you know, show us that water or this buffer isn't functioning to the extent that we had.

00:33:07:14 - 00:34:00:27

We had engineers look at the French drain system for the houses that are along the AG buffer, the stormwater from the roofs gets piped into that French drain system and drain down either, you know, from the peak of Lot 88, 87 towards Lot 65 and then to the community park or from 95 to 88, it goes down into that V two Lot 92 where it is legally discharged onto the vineyard's property. We confirmed with

engineers that while the French drain may not have been the best system that was envisioned, that it was a functioning system and we agreed at that time with the neighbor to augment the existing French drain system that was envisioned with a swale and a berm to ensure that the water goes into the right spots.

00:34:00:29 - 00:34:42:16

But at no point do we feel that the French drain system has actually failed, though the planting on top has failed and some of the irrigation lines were crushed by contractors at some point. And and to be honest, one of those contractors were Polish homes when we were doing this with Polish or a contractor previous with the previous developer, we don't know. But sprinkler heads, control units and and and the main pipes were damaged, which required the previous community manager to shut the water off to the egg AG buffer, which which, you know, obviously led know it's a very hot place.

00:34:42:18 - 00:34:58:26

And so we we needed to get that irrigated again to prevent the cracking of the soil and to properly channel the water. But but those costs again. And were costs that the declarant took on as the developer and not cost that went to the HOA.

00:34:59:20 - 00:35:27:11

Okay. So I'm just going to try and repeat in a summarized fashion to see if I understood what you said. So it's not that it failed, but there was some complaints. So you did a quick check, found there were some some opportunities for improvement for it. The developer went in and more or less fixed the the drainage itself, but not necessarily the planting on top of the drainage.

00:35:27:18 - 00:35:33:26

Well, no, we have we have fixed the planting on top of the drainage. Now that was that was what we thought it to do with the germinated.

00:35:33:28 - 00:35:36:24

I thought you just said it died and none of it germinated.

00:35:36:26 - 00:35:54:05

Yeah, well yes it but we proceeded terrace seeded it last year and it didn't work and it has not taken. So we're trying to figure out why the heck it hasn't taken. But but but it but it was it was planted.

00:35:54:24 - 00:36:06:05

Yeah. No, I'm not saying it wasn't planted, just that it for whatever reason, because I have a black thumb. I'll kill anything. Can't grow. Can't grow anything. But.

00:36:07:23 - 00:36:22:02

But still that something needs to be planted and grown. And that's that's really what's being discussed here right now is what to plant, who's responsible for paying for planting and don't know what I mean. I mean.

00:36:22:04 - 00:36:57:26

We're going to try to determine what it is. There's there's no conversation about who's paying for planting, whether it's the Hoa's fault. It's that's that's not the question. The question just is, okay, we we've done

this. We installed this. It didn't take, you know, what's the best course of action to rectify that. I don't have an answer for you for that. But it's not a question of, oh, you know, to Dana's point, if you guys wanted individual shrubs planted, I think we would back out and say, okay, well, we'll special Levy, the HOA and feel free to, you know, do the man labor to carry in £20 pots and plant them.

00:36:57:28 - 00:37:26:26

But in talking with the landscape architect that's really not a feasible solution due to the shallow nature of the rock along the buffer that like, would those plants even be able to take root that that's highly questionable. And so, so and so we're trying to look for the most cost effective solution that that maintains the buffer in a [manner and the spirit of the agreement](#) and and, you know, just minimizes the interface with the with the neighboring property.

00:37:27:07 - 00:37:27:22

Awesome.

00:37:27:24 - 00:37:40:23

All right. So I think I think I'm starting to get it. So then the question is, what does the contractor who did the planting recommend? The next step is in trying to get stuff that germinates and grows. Yeah.

00:37:40:25 - 00:37:49:14

Or another contractor. I mean, we're not we're definitely not stuck working with the guy who did it the first time. We're just right now we're just having. I hope he's offering work eventually. Yeah.

00:37:49:24 - 00:37:56:06

I hope he or she is offering a good discount since they're first attempt was not that successful. Well, you know.

00:37:56:08 - 00:37:59:29

How everybody likes to shift blame. So that's that's what we're trying to work through right now.

00:38:00:06 - 00:38:04:17

I mean, when you're hired to do a job and you that job doesn't work at all.

00:38:07:01 - 00:38:08:28

It's not that much blame to be shifted.

00:38:10:06 - 00:38:19:26

Well, Mother Nature takes a lot of blame, unfortunately, these days. So that's that's that's that's what we're working through. But but yeah, but we are aware that that needs to be green.

00:38:20:08 - 00:38:27:16

That is the central question though. Yes. Yes. Yeah. Who if we get a different contractor who and what they say we should do.

00:38:27:18 - 00:38:28:19

Yes. Correct.

00:38:28:28 - 00:38:32:19

Awesome. Thank you. Thank you so much for helping to understand.

00:38:38:08 - 00:38:38:27

Anything else on.

00:38:38:29 - 00:38:42:21

The buffer or do you want to go over to turnover? And I'll hand it over to Josh.

00:38:42:25 - 00:38:46:14

Actually, I would like to just ask another question about the buffer.

00:38:46:21 - 00:38:47:26

Yeah, sure. Go ahead, Dana.

00:38:48:12 - 00:39:06:22

Um, I understand that we have taken on the responsibility of paying an additional \$700 a month to take care of that buffer. Was that contractual agreement approved in a board meeting? And were there minutes to that board meeting?

00:39:07:13 - 00:39:18:26

It was it was approved as part of the budget, So it was presented as part of the cost needed for this year. And then it was approved as part of the budget, not as a separate contract.

00:39:20:20 - 00:39:33:02

So we are paying right now since the first of the year to pay for that care of that. That is basically does not need any cure since we've admitted that it's nothing is growing.

00:39:34:03 - 00:39:41:01

Robert, can you address whether or not we've we've paid any of those payments yet? I mean, I know we set aside the money for that, but.

00:39:41:03 - 00:39:55:13

Yeah. Well, well, the point was, is to, to have ongoing maintenance on the aquifer **AG BUffer** with it and that's within the bounds of the board to be able to handle that. You know, it's it's part of part of your authority to operate. I know. I know. I know.

00:39:55:15 - 00:40:03:05

But but like we've all seen the video. There's literally there's nothing there's nothing growing there. What are they maintaining? That is my question. Yeah.

00:40:03:07 - 00:40:14:26

And that's that's that's a discussion to be had where we have a failure. The guy who did the installations, the ones maintaining it, they're on a 30 day contract. So that could be terminated at any time if that.

00:40:15:03 - 00:40:18:18

Okay. So we have we have been paying them per month ever.

00:40:18:20 - 00:40:20:27

Since since the the first part of.

00:40:20:29 - 00:40:21:14

December.

00:40:22:13 - 00:40:23:25

So could we cancel that then?

00:40:24:16 - 00:40:26:04

We will look into that for sure.

00:40:26:15 - 00:40:29:15

Well, it sounds like paid two payments, Robert. Yeah.

00:40:30:05 - 00:40:30:20

Okay.

00:40:32:04 - 00:40:34:28

And my understanding was that going.

00:40:35:00 - 00:40:37:07

Forward after our meeting.

00:40:37:29 - 00:40:39:08

With Gary Krauss.

00:40:39:10 - 00:40:39:28

That.

00:40:41:19 - 00:40:48:17

Laura would be notified for any maintenance and the maintenance was as needed, so she would be notified.

00:40:48:19 - 00:40:53:07

And there has been no notification because as others have pointed out.

00:40:53:09 - 00:40:55:28

There's there's nothing, nothing to do.

00:40:56:09 - 00:40:59:02

Sorry, Charles, was that you? You.

00:40:59:04 - 00:41:06:15

I wasn't aware of this. So you met you and Laura met with Gary on site? We did. And Robert, you were there as well?

00:41:07:08 - 00:41:09:04

Yeah, briefly. Yep. Yeah.

00:41:09:06 - 00:41:15:28

And so and so the agreement was that they wouldn't be charging us ongoing maintenance unless there was maintenance required.

00:41:16:21 - 00:41:50:22

That was my understanding because we said we said, you know, there's nothing growing. I challenge them. What are we what exactly are we paying for? And they, you know, and they said, well, you know, there's been this and that and, you know, and I said, well, we want to be notified before you get here so that we can let others know. And that as of now, we're not we're not going forward with any ongoing maintenance, monthly maintenance plan. So I'd like the contract amended to say as required with Laura Wilson's approval.

00:41:52:16 - 00:42:28:07

Yep. Okay. I mean, I think we can talk about that. And Kyle, just to to your question earlier about about the the board, Charles, you know, chairs the chairs, the TAC or the temporary essentially the temporary board which was, was elected. Um, and, and, you know, we we do defer quite a bit on, you know, to the residents like we're trying to we're trying to be as resident centric as possible. So you know I really appreciate the work that the tax TAC doing to kind of raise needs that that they see and you guys see in the community.

00:42:31:03 - 00:42:50:06

Okay. My final question on the on the buffer is simply that since the contract is between, let's say, Roxy and although it's Cogswell and right now it's Cedar Coast, or maybe it's the deck Laurent **Declarant** by passing it on by the purchase of the property,

00:42:52:00 - 00:43:34:13

the contract is has been written so that both parties agree to perform. And if the deck Declarant were to do a turnover and turn the property over to the new Bella Vista Homeowners Association with new board, are we, the homeowners, going to be liable in the event that Cogswell says they do not feel that it was? The conditions were met on the contract and the declarant is now moved on to other projects and we will be

facing completing the things according to the way Cogswell interprets it versus the way we are now interpreting it here today.

00:43:34:15 - 00:43:50:09

Can will the declarant be able to give us some kind of a warranty to assure us or get a written statement from the other contract party that they will not hold us liable other than to maintain what is already there when we get handed that project.

00:43:50:23 - 00:43:52:25

Okay. To to be clear.

00:43:53:12 - 00:44:24:05

The contract went from Dubois **Dubs** to the HOA when Dubois completed the subdivision registration with the county and with the city. It has been the HOA's responsibility since 2005. The costs that we are incurring to fix it as the deck Laurent **Declarant** have not been like like it has been the HOA responsibility since the moment that it was completed and the HOA was created.

00:44:24:07 - 00:44:56:17

Whether or not there was a declaration or not, there are individual lots owned by owners and it has been the HOA responsibility at that point. So in the reality is, is that when it first failed, when the irrigation pipes had been crushed, when the plants did not take, it was the HOA's responsibility to fix all those things. As declarant, we have stepped in and we have covered the cost for those things. But it but so the answer is no. It's the HOA is responsibility where we're not providing warranties or anything else.

00:44:56:19 - 00:45:14:11

We have we have interjected where we could to minimize cost to the homeowners. And, you know, we're going to continue to do that. Well, we're involved. But but it has been the HOA responsibility to maintain that buffer since since the with the subdivision was registered with the city.

00:45:15:13 - 00:45:47:07

If I purchase my lot along with 107 other lots at the time and the purchasers at the time that the realtor said sign here, they said you will probably be accepting the responsibility for an additional 100 to \$200,000 in additional projects that are committed by the original declarant. There's a disclosure there that I think has some shortcomings, and I think that that would be worth pursuing in terms of the disclosure.

00:45:47:15 - 00:46:20:18

If I bought my house and told that I was responsible for that additional cost, I would have been very hesitant to purchase my house knowing that I was acquiring a cost that I don't even know that it's going to be coming down the line. And that's what you're suggesting, is that whatever you guys finish with and you feel that your obligation is done and you're being generous to do that, you are going to leave it with us without the disclosure other than it says maintenance. The homeowners association will do maintenance, and I don't consider maintenance rebuilding the system.

00:46:20:20 - 00:46:29:15

Now that's going to be interpreted. There's a lot of interpretation here, and that's unfortunate. But I think that's the way these things work. And I'm well, I mean, unfortunately.

00:46:31:24 - 00:46:42:00

Legal documents can be quite gray. We weren't involved in the drafting of this. We're talking about something that was drafted literally 20 years ago at this point, 19.

00:46:43:29 - 00:47:17:29

You know, at the point that every single owner purchased in Bella Vista, the agreement was aware real estate agent should be aware the declaration isn't liable for, you know, if a realtor didn't if a realtor didn't communicate things properly, that's not on the declaration or the developer as, as as the seller. But but the reality is, is that your catastrophizing something that there was what was specified in this agreement was built.

00:47:18:19 - 00:47:52:22

It exists. There is a French drain underground. There was a question on whether it was ever built and we dug it up. We did examinations. There is a perforated pipe under that ground capturing the stormwater from the houses that are on the buffer and and, you know, capturing the surface water. We have augmented that with a with a with a swale and a berm to prevent water from going into the property where it shouldn't go into the neighboring neighboring property. So we we have not been negligent in, you know, ignoring what's going on there.

00:47:52:24 - 00:48:29:03

But the also the reality is, is that the owners as as if you organized all the owners and said, hey, you know, it's \$200,000 and there's 107 lots and everybody's going to kick in their share of \$200,000 to super plant it until the neighbor is absolutely happy, Then it's within the power of the owners to do that. I don't think that is a good use of funds in my personal opinion. But you know that that is well within the rights of the owners to to determine their own special assessment.

00:48:30:05 - 00:48:36:08

And but but as the developer, we are not going to put that special assessment on the owners.

00:48:37:13 - 00:49:07:07

And Aaron, this is Laura Wilson. I was wondering if I could mention one other item. And there's a lot of contributing factors such as Roxy and is rezoning some of their land, which will change things completely. So there's a lot of different contributing factors as to why it may be, you know, fine for us at this point and we just need to look at those and be sure we get the ag buffer participants, you know, to be a part of it. Yeah.

00:49:07:09 - 00:49:09:14

I mean, I, I.

00:49:10:19 - 00:49:59:12

Will say that Roxy Anne has not been a decent partner to deal with. They, you know, some of you who have been long owners, they've sent letters, they've blustered. And it all seems to be around this rezoning

issue. But it the the burden that they wanted to place on you when they brought this up was onerous and and not something that we we would entertain on on behalf of the owners. And so we are looking for solutions that acknowledge their concerns about water running onto their property where it's not supposed to, but also does not prevent, you know, does not, not prevent, but does not put a burden on the homeowners for extensive costs to to build something that a non owner wants to see their.

00:50:02:18 - 00:50:03:11

Confused.

00:50:08:12 - 00:50:16:01

If I may, you use the term HOA, and I'm a little confused as to who you mean by that.

00:50:17:13 - 00:50:20:26

Sorry. In which. In which part? Well, you were saying that the.

00:50:20:28 - 00:50:32:04

Costs of the ongoing costs of the of the buffer is the responsibility of the HOA and not the different **Declarant**. You made that distinction. Yes.

00:50:33:28 - 00:50:38:03

I'm not sure that I mean, there is no HOA at this point other than.

00:50:38:28 - 00:50:42:05

No, there still exists an HOA.

00:50:42:07 - 00:50:42:22

Right.

00:50:42:24 - 00:50:43:20

There is a legal.

00:50:43:22 - 00:51:17:29

Bellavista Homes Homeowners Association, which is head of board since the subdivision has been created and there were individual lots. It's just that the currently that board is is appointed by the declaration. But there is a homeowners association that when you read the agreement there, the homeowners association is the entity that is responsible for the maintenance of that egg **AG** buffer. And that and that entity has been in existence since, you know, the first subdivision was was completed in the early 2000.

00:51:18:01 - 00:51:48:15

So so I mean, like it exists there. But but, Charles, you and I have chatted about I mean, we're not we're not putting those costs on to the homeowners when when this came up. But like in the ongoing, you know, long term, once we get this established, figured out what happened with the germination and why

it's still not green at all. It is the hoa's responsibility to ensure that that system continues to function in the land is when the land is watered.

00:51:48:22 - 00:51:52:06

That's kind of what the agreement the two original parties put on it.

00:51:57:23 - 00:52:03:03

Uh, Judy, were you going to say something or Dana or Kyle's got your hand up, so go. Go ahead.

00:52:04:20 - 00:52:19:08

Thank you. So I just want to make sure that I understand. So the declaration **Declarant** has more or less affirmed that they will bear the financial responsibility for the ag buffer up until it is working and green.

00:52:19:18 - 00:52:27:15

No, we have spent money to date. We are looking at solutions at this point in time. I reporter not.

00:52:27:17 - 00:52:31:03

Committing to paying for any of the further solutions that might.

00:52:31:05 - 00:52:51:28

Pop. I have higher powers that pay my salary and I would need to get sign off on that. I can't make that commitment right now. Right now we need to determine what needs to be done and at what cost that needs to be done at. And yeah, they're just there's going to have to be some hard conversations ahead, but I can't make commitments today.

00:52:52:12 - 00:53:05:18

Okay. So then we're waiting to find out what the cost for the solutions are. And if the declaration **Declarant** so is gracious enough, then they will pay for it. Otherwise we'll I mean, we're still.

00:53:05:26 - 00:53:40:20

Yeah, we're still trying to figure out what the heck happened and why nothing germinated. And I'm not understandable. I'm not I'm not satisfied with the people that were involved with it saying, Oh, I've never seen this ever happened before, ever again. I mean, you know, like for the record, like I heard a conversation from Gary that he realized that he used the same seed mix that he used on our property here on this ag buffer, and he planted it in August. And they have over 50% germination right now in grass. So I have big questions on why this failed so spectacularly.

00:53:40:29 - 00:53:46:08

Yeah. Yeah. No, that makes sense. And I'm not questioning that that you don't, but I just.

00:53:46:10 - 00:53:49:02

I can't make commitments until I talk to my bosses, to be.

00:53:49:04 - 00:53:50:00

Honest. Perfect. It makes.

00:53:50:02 - 00:53:51:15

Perfect sense. Thank you so much.

00:53:51:17 - 00:53:52:02

Yeah.

00:53:56:18 - 00:53:59:13

And we want to go on to the very testy subject of handover.

00:54:00:15 - 00:54:22:28

Hey, hey, hey, Aaron, One quick thing. I just wanted for the record, we still do not have mailbox service for any of Carino, and that's stuck with a with the US Postal Service. They're doing their their things to be able to provide those services for the for that area. It's ongoing. It's out of our hands. It's what the government's there move okay.

00:54:26:23 - 00:54:28:18

All right, Josh, do you want to talk about turnover?

00:54:29:14 - 00:54:48:18

Yeah. First, I'm going to apologize. I'm not going to be able to capture the full flavor of that conversation in the minutes. So perfect. Apologies to all in in advance. And I also am sorry that I saved anything for after that conversation in the agenda. Um.

00:54:50:10 - 00:54:56:18

Just give me two seconds. I'm just scrambling down a note. So I understand there's also some.

00:54:58:07 - 00:55:04:16

I don't know if angst is the right word, but there's certainly some consideration of what the turnover process is going to look like

00:55:06:02 - 00:55:24:20

in preparation for the AGM in November or December. I think it was late November. I put together sort of a summary of what that process looks like. I've got a word document that we appended to the AGM minutes and then I'm happy to circulate again to whomever is interested. We can include it along with the minutes of this meeting,

00:55:26:08 - 00:55:58:03

but maybe we can just spin through a couple of the high points in a little bit of time we've got left. Um, what I would say is that I think the complexity of the process has probably been, um, blown out of proportion. To some extent it can and should be a fairly straightforward process. One of the key steps in that process was the election of the TAC or the Transitional Advisory Committee back Aaron. How long ago was that? TAC created?

00:55:58:18 - 00:56:00:03

I honestly.

00:56:00:05 - 00:56:06:29

I think it was right when I think the original minutes, say 2012 that they did it with when we first bought.

00:56:07:01 - 00:56:08:04

It. Oh, okay.

00:56:08:06 - 00:56:39:16

So prematurely it should have should have happened after the Declan **Declarant** had sold 50% of the lots, but neither here nor there. What matters is that it's been created that the purpose of that TAC is to help prepare the homeowners association to take over administration of the board itself. So it's a it's intended to help the transition from the declarant to the new board that's elected by the homeowners after the declaration sells its final lot.

00:56:40:04 - 00:57:17:03

Um, so and so it's good I think that that the TAC has come along and been involved in some of the decisions made recently. Um, the, the, the next key point is that once the decorate **Declarant** sign or sells its final lot and the decorate solutions for lots actively being marketed. Once that final lot is sold, there'll be a turnover meeting. That meeting is to be convened within 90 days of the conveyance of the final lot. And at that meeting, the key thing is that the homeowners will come together and they'll elect the new board.

00:57:17:05 - 00:57:47:29

So the board that has been appointed by the director and up to this point or up to that point will be replaced by a new board voted upon by the members. And then that board will carry on management of the association in perpetuity. And one of the other key pieces to the turnover is the the conveyance or the turnover of all of the records and information that the board has maintained over the last years to the new board.

00:57:48:20 - 00:58:16:27

And then the deck **Declarant** has an obligation to remain around for a couple of months after to advise the new board and fill in gaps in knowledge and information. Um, so we're well positioned to do that. I don't know if anyone's got any specific questions about that process or if you'd be prepared to just take a look at the summary that I'll append to the minutes. All right. Does anyone have any specific questions about the process or or what any of that looks like?

00:58:18:12 - 00:59:02:15

Yes, I do. Dana Henderson. I did. I'd like to know what the process is for notifying homeowners when the turnover, when the last lot is sold. Is it a Zoom meeting? Is it a contact by email? Is it a meeting of a of the entire homeowners in a hall face to face? And is at the time that we then are at that turnover moment, are we supposed to be prepared to elect a board of directors to replace the one that is existing right now?

00:59:03:19 - 00:59:47:27

So I'll answer your the last part of your question first. So it is at that turnover meeting that the members are to be prepared to elect a new slate of directors. Um, now getting back to the first part of the meeting, the legislation, and I'm an attorney, but I'm a Canadian attorney, so I'm not going to offer any legal opinions on you on any of this. I read the legislation, like any layperson would. It doesn't specify how that meeting is to be called, but I think it behooves the declarant and the TAC to do it in such a way that all members have lots of knowledge, lots of foreknowledge that everybody is given an ample opportunity to participate, whether that's on site, whether it's by Zoom.

00:59:47:29 - 01:00:08:26

You know, it shouldn't be to someone's prior comment about the timing of these meetings. It shouldn't be at 2:00 on a Friday afternoon. So, again, I don't want to make commitments for Aaron, but I think it would be I think we would have a responsibility to make sure that that meeting is that there's plenty of notice and that it gives everybody who's interested in opportunity to attend and vote.

01:00:09:17 - 01:00:24:19

My understanding is that you have to have a quorum in order to vote for a board. Is that correct? That's correct, yeah. And that was my understanding of a quorum. Is 51% of the members, is that correct?

01:00:25:20 - 01:00:39:05

That's a great question. I don't know the answer straight away, Dana, but I can certainly, again, in a sort of a non-legal capacity, give you my opinion. Okay. I just need to take that away and do a bit of work.

01:00:39:07 - 01:00:42:23

If we had take. Go ahead.

01:00:44:07 - 01:01:15:08

I just just to say real quick. This is Robert. Just want to touch base now. I have direct contact with folks that are legal departments with HOAs in the state of Oregon, and they're basically telling us that we want to maximize the availability. We're actually because of COVID, because of the pandemic. We're actually ahead of legislation and telling us how to do it. But their best advice is that we give them options in Zoom, that we give them options in person, and and we split the differences with everybody. And we use

01:01:16:24 - 01:01:49:10

you can get a quorum by people's written votes. And so it's not that everybody has to be online but they can vote via ballot and and by proxy.¹ And so getting that 51%, if we don't get it the first time, there's prescriptions to get that eventually. And you sometimes have to move the meetings. But it's it's not something to be. I think with enough foresight of a meeting and planning and recruiting with what the TAC is trying to do, that a lot of these the fears of turnover it should be pretty simple.

01:01:49:23 - 01:02:23:14

Ken can I jump in here? Valerie MacArthur, Lot 103 West Circle. My question has to do with Robert's Rules of Order. It's my understanding, and I do have board experience just so that, you know, it's my understanding that HOAs often are governed by Robert's Rules of Order. You may not be familiar with that in Canada, but here in the United States. And I'd like to know I don't have the bylaws in front of me presently.

01:02:23:16 - 01:02:35:00

Is there any verbiage contained in the bylaws that have reference to the HOA being governed by and abiding by Robert's Rules of Order?

01:02:36:21 - 01:02:54:21

So Robert's rules are equally applicable in Canada? I might be wrong about this. You probably know better than I, but I think it's originally an English convention. And yes, these meetings are to be held in accordance with Robert's Rules of Order, and I will openly admit that I'm not an expert.

01:02:55:04 - 01:02:55:19

Okay.

01:02:55:21 - 01:02:56:17

What what.

01:02:56:28 - 01:02:59:15

Valerie, what's the what's the nature of your concern?

¹ This is incorrect. **94.647 Use of written ballot for approving or rejecting matters subject to meeting of association members; procedures; exceptions.** (1) Unless prohibited or limited by the declaration or bylaws, any action that may be taken at any annual, regular or special meeting of the homeowners association may be taken without a meeting if the association delivers a written ballot to every association member that is entitled to vote on the matter. **Action by written ballot may not substitute for the following meetings:**

(a) A turnover meeting required under ORS 94.616.

(b) An annual meeting of an association if more than a majority of the lots are the principal residences of the occupants.

(c) A meeting of the association if the agenda includes a proposal to remove a director from the board of directors.

(d) A special meeting of the association called at the request of owners under ORS 94.650 (2).

01:03:01:03 - 01:03:16:13

I, I have some concerns regarding I know that the TAK committee is not officially a governed body yet. My concern has to do with.

01:03:19:09 - 01:03:25:14

I see some things that could potentially be violations of Robert's Rules of Order.

01:03:27:09 - 01:03:38:28

And I just want to make sure that if the verbiage is there going forward, when it is an established HOA, that we are following Robert's Rules of Order.

01:03:40:22 - 01:03:56:23

So going back to Charles's question and Aaron's response, the homeowners association is a nonprofit corporation that's been in existence since since the plot was raised. I think what's being confused is.

01:03:56:25 - 01:03:57:10

The.

01:03:57:12 - 01:03:58:14

Association.

01:03:59:14 - 01:04:00:21

And the board.

01:04:01:07 - 01:04:23:00

So the associations continued all along. What's going to be happening at turnover is that the board will transition from one appointed by the declaration to one elected by the members. And from that point on. Uh, I don't think there's any question that the meeting should be run as the members think they ought to be run. So if you have concerns about that, then then you'll certainly have a say in that.

01:04:23:12 - 01:04:24:15

Okay. Thank you.

01:04:31:10 - 01:04:59:12

So just a final note on that turnover meeting to to Robert's comment. You know, we'll make we'll seek advice again. We're not going to. I'm not going to give amateur us legal advice because I'm not qualified to do that. We'll seek advice from local legal counsel and our expert agents like Robert. And we will administer that turnover meeting such that any and everybody who's interested in participating will have an opportunity to participate and vote.

01:05:01:16 - 01:05:11:07

Can I ask, have the documents that the TAC has requested been turned over so that they can start preparing and reviewing and developing questions?

01:05:12:24 - 01:05:30:09

I think it's a little premature for that. I mean, we still have four lots to sell, and unless we all know someone who's going to buy four lots from me simultaneously, you know, we've still got a long way to go before where we're at turnover.

01:05:31:14 - 01:05:43:17

We are in conversation with the tech, providing some of the things that they need. And so that is happening behind the scenes. Just when people are asking how certain things work. I am working with the tech. You can talk to Charles about that.

01:05:43:19 - 01:05:44:04

Kind of thing.

01:05:46:16 - 01:05:47:02

Thank you.

01:05:48:16 - 01:06:31:01

I think some of the angst comes from the, the, um, the whole timing of the process. And maybe, Josh, maybe you addressed that already or attempted to because preparing for a vote for a new board, making sure everyone's informed, having the time to do that versus what takes place if we don't get a board elected after a certain period of time, none of us want that. So I think that's where some of the angst comes from, is just some reassurance that there's going to be plenty of time to have a 51% or whatever a quorum means to be able to elect that board at that time of turnover instead of next week that we're turning it over.

01:06:31:03 - 01:07:10:10

And, you know, it's all going to be done. And you better you got to hire a board or an elected board. So I think that's where some of it comes from. And. Yeah. And I think, Josh, you attempted to kind of address that already, that they're basically saying there would be plenty of time to prepare. But I think I think we just want to know maybe what's that going to look like? Do we have to get letters out? Do we have to get proxy information out? Do we have to get vote by mail somehow out there? How long is that going to take? Are we going to be able to have enough time to inform everyone and so on? So I think that's that's the concern.

01:07:10:12 - 01:07:11:03

Yeah.

01:07:11:05 - 01:07:14:06

Bruce, I'll just I'll speak to this quickly. I mean, in.

01:07:14:08 - 01:07:52:14

The sales process, you know, when we sell that final unit, whether it's all for once or one, there's going to be a due diligence period, the seller is going to remove due diligence and that's going to go the contract is going to be firm. Then there will be a delay between the point that that goes firm to when we close the lot and then when we close the lot, there's a 90 day period that we have to do the turnover within. We're not

going to do it the day after we sell that final lot. So we're going to know prior to selling that lot, like when we go firm, we're going to know, okay, the clock started ticking like the closing date is coming up within a couple of weeks.

01:07:52:16 - 01:07:54:19

You know, might be as little as a couple of weeks.

01:07:54:21 - 01:07:55:14

It could be as.

01:07:55:16 - 01:08:06:27

Many as multiple months, depending on on what the sales contract looks like. But we're going to know prior to that closing date that starts that 90 day clock when we're leaving, like when we're.

01:08:06:29 - 01:08:14:24

Closing that and then we're going to we're sorry. This is. Sorry. We're going to work back.

01:08:14:26 - 01:08:17:20

From there and make sure that there's an orderly timeline.

01:08:17:22 - 01:08:24:09

And with regards to the meetings like this meeting today is a directors meeting. It's not a members meeting. So it was.

01:08:24:11 - 01:08:31:06

Scheduled during the work day for the two directors that need to show up and be at this meeting. If we're having a members meeting, we're either going to do it in the.

01:08:31:08 - 01:08:36:01

Evening, we'll do it on the weekend, but we will do it at a time that works for the homeowners.

01:08:36:23 - 01:08:49:22

So as many of them can be present as as possible. Um, so yeah, we're not going to we're not going to schedule it at 2 p.m. on a Friday afternoon or 8 a.m. on a Monday morning. And, you know.

01:08:50:14 - 01:08:53:15

Like we're going to we're going to make sure that it is orderly and that you.

01:08:53:17 - 01:08:56:07

Guys have have have a board when when we're done.

01:08:56:23 - 01:09:15:28

Yeah. I think as current board members and employees of the declaration, it makes selfishly, it makes all the sense in the world to make it such that the new board can be appropriately elected. I don't think it serves our purpose in any way to try and short circuit that process.

01:09:18:04 - 01:09:43:18

And adverse to your to your point, I think the the other key thing to remember is that the declaration **Declarant** isn't off the hook once the new board is elected. You know, there's a three month period, a 90 day period after that new board is elected that we're expected and legally obliged to, to continue to advise the new board. So it's not a it's not an immediate cut off after the new board's elected and we disappear as much as some people might like that.

01:09:45:25 - 01:10:20:28

It should be noted, too, that property management here, community management, is also key in continuity through this period. And so, you know, it's it's I my my office will be sending out proxies. The votes all that will be automated from my office to help that out. And it'll be a requirement the tech **TAC** and other people to maximize community involvement through personal contact and to get up to those quorums and sometimes hoa's that I managed, they failed at. But there's ways around it and there's nothing that needs to have a high level of anxiety around the process.

01:10:21:20 - 01:10:22:29

Yeah, that's an excellent point.

01:10:23:16 - 01:10:53:08

And thanks for the further clarification and I didn't expect anything other. I think it was just the the thought that we don't know. None of us have been through this before. Well, maybe some help, but I think just a reassurance that there's plenty of time to get this done anyway. And we don't need to be anxious about getting people involved at this point. It just wouldn't. It wouldn't solve anything so perfect. Thank you for the further explanation.

01:10:58:01 - 01:11:03:12

So if there are no other questions or comments with respect to the turnover process.

01:11:03:22 - 01:11:08:04

Charles Charles has his hand raised. Oh, okay. Charles? Yeah, I'm probably.

01:11:08:06 - 01:11:24:25

A little bit ahead in light of the conversation that we've just had, but I've been asked this question and I'd like to be able to give people a straight answer. Um. How will that vote be administered? Will it be PM **QPM** and the current board?

01:11:27:06 - 01:11:38:04

I know we haven't discussed that yet. I mean, yeah, it'll be in a manner that's transparent and fair. And, you know, we won't use hanging chads or, you know, punch cards or anything, so.

01:11:43:15 - 01:11:44:01

Okay.

01:11:47:15 - 01:11:58:18

Okay. So unless there's any further discussion on the turnover, Aaron, the last I guess the second to last item on the agenda is setting the time and date of the next board meeting.

01:12:00:05 - 01:12:01:20

Yeah. So that would be open.

01:12:01:22 - 01:12:03:04

You went up to you and Robert.

01:12:03:27 - 01:12:09:02

Okay. Um, so that should be June of June of 23.

01:12:09:17 - 01:12:12:03

Well, any time in Q two. Yeah, it can be June.

01:12:16:02 - 01:12:16:18

Um.

01:12:17:16 - 01:12:21:07

Do you want to do it on 5 p.m. on Thursday, June 8th.

01:12:22:03 - 01:12:26:26

5 p.m. Pacific Standard Time. Yeah, on Thursday, June 8th.

01:12:26:28 - 01:12:29:04

Yeah. We're not going to do it 5 p.m. on a Friday, that's for sure.

01:12:29:09 - 01:12:31:06

Yeah, that's fine. Yes.

01:12:31:19 - 01:12:40:14

I will send out a placeholder. And Robert, if you can back that up with a Zoom meeting invitation to whomever, you usually distribute those invitations.

01:12:42:27 - 01:12:43:25

Perfect. Got it.

01:12:44:11 - 01:12:44:26

Okay.

01:12:45:14 - 01:12:48:29

Thanks. And then the final item, Aaron is adjournment.

01:12:49:11 - 01:12:51:03

All right. We're adjourned.

01:12:53:04 - 01:12:54:29

Thank you for. Seconded.

01:12:55:29 - 01:12:57:08

I think you have to move that.

01:12:58:20 - 01:12:59:19

Thank you. Thank you.

01:12:59:26 - 01:13:02:06

As the chair, I guess you're moving it and I'm.

01:13:02:08 - 01:13:04:25

Seconding it, but we're. We're voting on it. We're.

01:13:07:06 - 01:13:12:18

Thank you for your time and your patience and answering all our questions and posting this. Appreciate it.

01:13:13:04 - 01:13:14:08

And and.

01:13:14:10 - 01:13:15:12

As always, everyone.

01:13:15:14 - 01:13:47:08

Robert has my cell phone. You have my email. Reach out. If there's anything I'm happy to chat or respond to emails in kind. So yeah, we're here to make this transition as smooth as possible and, you know, run this the way that those people who actually live in the community want to see it run, not necessarily how we in Vancouver and Saskatoon want to see it run. So we know you're probably the odd association out where you're talking to your secretary in Saskatoon, your treasurer's in Palm Springs, and I'm up here in Vancouver right now, so but we're, you know.

01:13:47:10 - 01:13:49:04

Yeah, reach out to us whenever you need anything.

01:13:51:04 - 01:13:56:03

Thank you. But I also have another meeting to go to, so I'm going to sign off at this point in time. So thank you, everyone.

01:13:57:00 - 01:13:58:10
Thanks, Mom. Thank you.

01:14:07:27 - 01:14:09:13
Well in reality.

01:14:11:00 - 01:14:17:20
If it if we're looking at the four remaining lots, there won't be a turning.