

**Corrected and commented transcript of the BVH HOA BOD's Q2 regular meeting on 8th June 2023**

1. Attempts to correct and edit the automated transcription's text are in brick red.
2. Some portions of text have been **emboldened** by the editor.
3. The footnotes are one reader's comments.
4. The transcript should be read together with listening to the audio file.
5. As most speakers failed to identify themselves, a reader must work out their identities.

FULL TRANSCRIPT (with timecode)

00:00:00:00 - 00:00:06:07

Jared Diamond. Okay, So you and Steve are online. Yes. <sup>1</sup>

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

All right.

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

Then.

00:00:16:18 - 00:00:17:03

What's.

00:00:27:16 - 00:00:28:23

Give me a second here.

00:00:52:04 - 00:00:54:27

Feels weird looking at you from my office, right?

00:01:00:23 - 00:01:01:25

All right, Here's the host here.

00:01:10:09 - 00:01:12:20

All right. 502.

00:01:15:11 - 00:01:23:13

Is there anybody else? Does anybody know if anybody else is planning to join? I think we have everybody's names here, so **no questionable attendees** this time. <sup>2</sup>

00:01:26:06 - 00:01:30:28

If not, Dana **Who?** was going to join. Oh, Dana, you're there.

00:01:31:02 - 00:01:33:29

Juliet West Weston's <sup>3</sup>

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<sup>1</sup> Who is Jared Diamond, and who is Steve? What are their Lot numbers? Are they also "questionable attendees"?

<sup>2</sup> This is an uncalled for snide remark. At last year's AGM, QPM disconnected a Retail Owner ("RO") who connected to Zoom in Starbucks and left Zoom running to pick up a coffee. This RO had received the Zoom logon credentials, yet was still cancelled...

<sup>3</sup> Is this Treasurer Bews?

00:01:35:18 - 00:01:39:05

four minutes ago. Was asking for access.

00:01:40:01 - 00:01:43:12

He's on. I said. I sent him the link. Okay.

00:01:51:25 - 00:02:16:02

All right, Well, then, let's get going. I'm going to call this meeting to order. This is the director's meeting with for Q two, and we have the Q one financials to be reviewed.<sup>4</sup> Robert will bring those up on screen at that time. I just call for approval of the agenda. If there's anything that can be changed.

00:02:19:24 - 00:02:20:11

Approved.

00:02:20:29 - 00:02:23:25

Approved. West **Wes?** motioned to our second.

00:02:25:15 - 00:02:27:21

Minutes of the prior meeting.

00:02:29:21 - 00:03:00:18

West **Wes Bews?** Josh **Lommer?**, **you guys review those in a and are good with them. I think we said they were all good and they've been distributed to the to the members prior to this meeting. Really?** Yes, sir. Yeah. Okay. So those are approved.<sup>5</sup> Okay. Review of the financial position. I'm going to hand this over to Robert **Rood, QPM**. I will just make a quick note that the 2020 tax return, which was incorrectly calculated. I just signed that in. It's been filed and corrected with the with the IRS.

00:03:01:03 - 00:03:32:15

So that revenue discrepancy there was was completed and fixed by Swift<sup>6</sup>. And so that's going off to be filed with regards to the 2022 return. Went filed an extension and and they have implemented a new policy where they won't file the tax return until they're done. Their review and their review period is actually longer than the tax return. So they've advised us this week that it's another

00:03:34:15 - 00:04:07:19

two to 6 to 8 weeks. I just added Charles **Kief?** and one other person, sorry, and Kirsten **Daamgard Lot 47?** So yes, they've advised us that is another 6 to 8 weeks for the year end review for 2022.<sup>7</sup> We'll will work to get this much tighter next year. I'm not happy with that timeline and we will put some pressure, if we can, to see if we get it done. But at this point, we're expecting that that review will be completed in time for the next director's meeting.

00:04:08:01 - 00:04:13:06

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<sup>4</sup>The 2022 Financial Report has not yet been distributed.

<sup>5</sup> Clearly the Board has approved these "financials".

<sup>6</sup> Schwindt & Company: <https://schwindtco.com> Expensive (?) HOA tax specialists.

<sup>7</sup> The 2022 Financials were due by 1st April 2023. The delay proves that the negligence of the Board & QPM.

So with that, I'm going to head over to Robert to go over the financial statements <sup>8</sup>.

00:04:14:04 - 00:04:20:00

All right. You are. And kick feedback ???.

00:04:20:02 - 00:04:20:17

We.

00:04:24:23 - 00:04:25:20

Sorry. Yeah.

00:04:29:21 - 00:04:31:13

All right. A little bit of an update.

00:04:33:00 - 00:04:35:09

Um, did you kick me back to being the host?

00:04:36:14 - 00:04:38:28

So a.

00:04:42:04 - 00:04:47:04

Oh, how about I just put it so all participants can share because I don't know how to make copies.

00:04:47:24 - 00:04:48:16

Yeah. How did you.

00:05:11:20 - 00:05:13:07

Are you able to share, Robert Rood ? There we.

00:05:13:09 - 00:05:19:27

Go. Oh, look in here at the rear. Actually did a three month. Just looking at the first quarter of the year,

00:05:22:00 - 00:05:26:26

we brought in a total of 30,006 18 and \$0.04 \$30618.04c

00:05:30:23 - 00:05:47:01

coming on back down our total costs operating expenses. So the for the quarter is about 21,006 78 \$21678 with a net operating income just short of \$12,000 at 11,918 and \$0.45 \$11918.45c <sup>9</sup>

00:05:50:03 - 00:05:51:29

There's there's a

00:05:53:15 - 00:05:54:21

close out of that

00:05:58:05 - 00:05:58:27

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<sup>8</sup> Not the 2022 financials ????

<sup>9</sup> 30618 - 21678 = 8940 that is less than 12000, isn't it? QPM's numbers are, as usual, unclear.

looking at.

00:06:00:15 - 00:06:05:29

We'll make sure we make sure to. You would see.

00:06:08:25 - 00:06:14:21

Also at the end of the quarter. On the 31st of March, the

00:06:16:06 - 00:06:44:15

cash in the bank was 48,000, 319 and \$0.56 **\$48319.56c** . 39,000 **\$39,000** in the **escrow** account for security deposits of construction security policies<sup>10</sup> with last but not least, 94,090 14 and \$0.31 **\$94,914.31c** in the reserve account<sup>11</sup> . It should be noted that all monies now that belong to the HOA are in an account that is named in the HOA

00:06:46:18 - 00:06:59:23

in the name of the HOA for Oregon law. So the HOA owns the bank accounts, has access, full access to audit and view.<sup>12</sup> All of those things included the

00:07:01:27 - 00:07:33:23

we're in a process of hiring a bookkeeper coming through March and April. They were very busy because of taxes and the bookkeeper, we working directly from the board to make sure it's part of the general accepted accounting principles that you have somebody outside the management company, somebody outside the board to overwatch can report spending and balance the accounts, make sure everything's free. So that is the process we set up. I expect the next 30 days she'll be up and running with that, providing monthly, monthly,

00:07:36:23 - 00:07:52:13

monthly statements to the HOA. And so that'll be much more fluid moving forward. **And so if depending on who's managing this<sup>13</sup>, this complex that can go on in perpetuity and the HOA be in good condition<sup>14</sup>.**

00:07:54:02 - 00:07:55:08

Any questions on that?

00:07:57:00 - 00:08:03:27

Yes, I have a question. Can you can I get a printed copy of the financials?

00:08:03:29 - 00:08:09:15

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<sup>10</sup> These security deposit checks used to be made payable to "BVH USA Limited Partnership" See "*Bella Vista Homes Owners' Association Architectural Control Committee Request Form (For Use on Proposed New Residential Construction)*" of 3/5/2020. See it here:

[https://www.bvhaccess.com/\\_files/ugd/4ea95c\\_4bf803a0983e40929c9599d04d38ae46.pdf](https://www.bvhaccess.com/_files/ugd/4ea95c_4bf803a0983e40929c9599d04d38ae46.pdf)

Listen to the audio: so why was an "**escrow account**" created? In whose name(s) is this escrow account held?

<sup>11</sup> Where exactly is all this money deposited? What interest rate is it earning? This is very unclear. Details are needed

<sup>12</sup> What bank? Is it in the State of Oregon? Some reserves are for expenses planned for **30 years from now!!!!**

<sup>13</sup> What does this mean? Isn't QPM the HOA's management company until their 3-year contract ends in July/Sept?

<sup>14</sup> What an duplicitous statement! What does "**go on in perpetuity**" imply? Clearly the HOA is **NOT** in "good condition".

Sorry. Sorry. Can the speaker identify themselves just when they speak for the minutes? The purposes of the minutes? <sup>15</sup>

00:08:09:17 - 00:08:23:28

Sure. This is Dana Henderson, Lot 104. Can I. Can I get how do I get access to the things that are being displayed so that I can print them and read them a little more leisure rate?

00:08:24:27 - 00:08:37:04

So typically, **the way this works**<sup>16</sup> is that once the statements are approved by the board<sup>17</sup> and and they authorize the distribution along with the minutes, those would be published. **As to the way that works.**

00:08:37:22 - 00:08:52:12

What this does. Dana Henderson. What what time frame are you looking at from the time that this is being shared on the board meeting here to the time that we would have access to the printed material?

00:08:56:10 - 00:09:02:22

It would be the time equal to whatever it takes the board to publish the minutes and authorize them for the certain dissemination.

00:09:04:09 - 00:09:05:00

Sometimes.

00:09:05:09 - 00:09:07:21

Sometimes that would be within the next week.

00:09:07:24 - 00:09:10:08

Okay. Thank you. Yeah.

00:09:12:14 - 00:09:40:15

Um, when it comes to homeowner delinquency right now, **I can't share that because of privacy issues.**<sup>18</sup> But right now, the only one we. We collected about \$5,000, \$4,000 from one of the last folks that owed a lot of money. They paid their all the lien fees to get that lien released when they recently sold

00:09:42:01 - 00:10:16:15

the other lot. That owes about \$5,600 is it's he hasn't recorded lean against the property and so no issues there everybody else is within that 31 to 80 or \$15 owed from when that when the on the HOA raised dues retroactively. So nothing major outstanding at this point except one that's already mentioned. I gave that delinquency report to Aaron, **and it's not proper for me to release names so that to the general public.** <sup>19</sup>

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<sup>15</sup> This requirement was soon ignored; it was mostly applied to Dana Henderson.

<sup>16</sup> Is this Robert Rood? Only the Oregon Statutes define "the way this works", not the arrogant, authoritarian and zero-transparency QPM administration! Go back and read the Board's comment at 00:02:29:21 - 00:03:00:18

<sup>17</sup> They have been! 00:02:29:21 - 00:03:00:18

<sup>18</sup> No Retail Owner has ever asked for the identities of delinquent owners. Read CC&Rs 4.4.5 about "suspended owners".

<sup>19</sup> Despite QPM's virtue signaling protestations of privacy concerns, **NO** Retail Owner has ever asked for the delinquent owners names to be released to the "**general public**"? QPM is defiantly repeating irrelevant inanities about privacy with great verbal nobility when there's absolutely no need for them. (*"The lady doth protest too much, methinks"* - Shakespeare's Hamlet)

00:10:17:22 - 00:10:18:07

So.

00:10:26:28 - 00:10:33:21

Yeah, the total just so everybody's aware of the, the total is in the several hundred.

00:10:34:15 - 00:10:36:08

Minus off these connections. ????

00:10:47:18 - 00:11:19:16

Yeah. So outstanding. There's there's \$12,000 in reserve fees outstanding, 5500 of that or 5600 of that, as Robert noted, is related to one lot which has a ring **lien** on it. And the bulk of the remaining or 1600 times for the next 6400 is the deferred portion of the warrants **declarants'** on our lot. So that's outstanding until those locks settled **lots have been sold** and then that will be paid at that point.

00:11:19:18 - 00:11:25:16

So overall, we're about \$2,400 in outstanding dues overall.

00:11:25:26 - 00:11:31:02

And if I just want for a point of clarity here that

00:11:32:20 - 00:11:46:25

the debt warrant **declarant** is paying dues, they just are deferring the reserves. **Some people** think that the debt limit **declarant** is not paying dues, but there's a differentiation there. I just want to make sure some case.

00:11:48:18 - 00:11:49:03

Um,

00:11:51:11 - 00:11:56:13

Josh, do we need to move and accept these interim financial statements?

00:11:58:03 - 00:12:12:05

I think we've probably received them as filed. Okay. That is what we will do. Then we'll receive these as well. And Robert can distribute those to the members **in due course**.<sup>20</sup>

00:12:16:22 - 00:12:56:06

Okay. Pulling back up the agenda that moves us on to item six other business. So as you can see from my background, I am on Howard Street right now here in Medford **at QPM's office**. I spent the afternoon at Bella Vista where we looked over at Karina **Carino** Lane and the stability there, the buffer. And I have taken a walk through the subdivision with Robert **Rood** and with Dana **Dana who?????**. So I'll deal with each of these issues and then we can open up the floor to to other questions with regards to the agricultural buffer status.

00:12:56:12 - 00:13:32:04

The **Ag Buffer?** it's not in the shape that we want it to be in. I went out with Brian **who?** and Dana **who? who are they?** and took a look at where there still remains exposed exposed irrigation line and the seed is

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<sup>20</sup> Are these "financials" now approved, or not; why is all this so unclear? "Within a week"??? at 00:09:05:09

not taken. We have requested and ordered additional seed. Um, I understand that seed has been purchased, but we have not been given a quote for dispersing that seed or I should say the initial quote we were given was exceptionally expensive and not feasible for a hydro seed product.<sup>21</sup>

00:13:32:06 - 00:14:13:10

So we've been looking for alternatives and labor has been very hard to find. I think not to speak out of turn, but I think we need to have a **conversation internally outside of a board meeting**<sup>22</sup> about the buffer because I'm not sure just adding seed will fix the issues that currently exist with that. So there's nothing really to follow up on there other than I laid eyes on it today. I would like just question to Robert is could you provide clarification on the contract with Gary Cross a **contractor**, last meeting on the maintenance of it? Because I did notice that several of the lots have been cleared and maintained by the owners themselves.

00:14:13:29 - 00:14:37:28

And then and then areas where Gary or, you know, they've said that they had worked. I've been told that, you know, owners are cleared and then areas we thought they had worked, they have not worked. So I'm just wondering, that \$700 **Ag Buffer maintenance cost?**, is that a flat fee monthly or is that an estimate based on billable work? And how do we just verify whether or not they they've done the work?

00:14:38:10 - 00:14:52:06

So coming through coming through, they started December 5th. I believe that to be the case started in December, once a month going through starting. And they did not service at all in May.

00:14:54:09 - 00:15:13:09

And they were up there repairing irrigation.<sup>23</sup> Other days, I think April 24th and March, sometime in that same time frame. My memory serves me right, but they I am not impressed with their with their follow through and

00:15:15:16 - 00:15:24:00

their ability to stay on top of things. They are going to be out. They they said they serviced the eastern side of the buffer

00:15:25:20 - 00:15:26:17

this week

00:15:28:02 - 00:15:34:29

but they said the 16th, I think of June there they were going to do that other side over on the Western Slope.

00:15:37:05 - 00:15:42:15

I would definitely recommend to the board that we you know, given the circumstances, I'm not.

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<sup>21</sup> Remember that the 2004 Ag Buffer Agreement ("**2004ABA**") dated 10/5/2004 was a "deviation" that was created by hydrologists, horticulturalists, soil and geology specialists, arborists and engineers at great expense to create a "variance" to City regulations. See the "REVISED PLANNING COMMISSION REPORT PUD-05-25. Bella Vista-Heights" dated 7/28/2005: [https://www.bvhaccess.com/files/ugd/4ea95c\\_769a17e2d28d4723be08fb17ff4b287.pdf](https://www.bvhaccess.com/files/ugd/4ea95c_769a17e2d28d4723be08fb17ff4b287.pdf)

So, around the end of 2022, the BOD/QPM hired an "engineer" to create another (unapproved and unauthorized) Ag Buffer variance that obviously hasn't worked! This is typical shyster "you can negotiate anything" (Get it on Amazon!) tactics!

<sup>22</sup> Secret sessions are not allowed by Oregon Statute, unless this is an "Executive" board meeting. Otherwise, why the secrecy?

<sup>23</sup> Why? There's no vegetation there. It's a NOTHINGBURGER - It's "The Emperor's New Clothes"!

00:15:44:03 - 00:15:48:08

I'm not clear when this particular contract or the weight of the formal **Not transcribable??????????**.

00:15:49:17 - 00:15:50:02

Oh.

00:15:51:09 - 00:15:52:03

Very.

00:15:54:15 - 00:16:10:09

They're not sending out their invoices for billing. And then. When they when they when they're not getting the invoice is paid because they're not sending the invoices, they're like, well, we're stopping until we get paid. And clearly a problem with their administration.

00:16:12:28 - 00:16:23:09

I think you probably get some ideas from the attack **TAC**<sup>24</sup> as far as the way that they've been operating to get a better feel. But I think just look for alternatives there.

00:16:26:06 - 00:16:39:18

Okay, Thanks. Thanks, Robert **Rood**. We'll we'll take that offline and discuss options there if you want to put some options together. Uh, Dana **Brooks?**, your hand was up first there. Yeah.

00:16:39:20 - 00:16:44:28

Dana Brooks. Robert, can you tell me what you mean by eastern and western part of the buffer?

00:16:45:11 - 00:16:50:20

Um, you are on the western side. The McAndrew side would be the eastern. **Wrong! Foothill Rd is east.**

00:16:52:16 - 00:17:10:07

A basically we split by Lot 85.<sup>25</sup> So the the lots going to the west down to basically it's where the storm water line itself splits whether it drains<sup>26</sup> **east** out to lot 91 or drains down to the retention pond on the west side.

00:17:10:17 - 00:17:11:03

Okay. Got it.

00:17:11:05 - 00:17:13:07

Thank you. Yeah. Charles.

00:17:14:13 - 00:17:43:15

Yeah. To Charles Keefe **Kief**. I was going to discuss where I think we should go with the with the. With the buffer. But I think I'll. I'll accept. Aaron here your offer to take the conversation offline<sup>27</sup> and I'll put my hand down now. Um, for what it's worth, I think we're wasting money spending it with Gary Krauss, **who is this?** and we should stop immediately. We're not getting anything for our 700.

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<sup>24</sup> An illicit TAC that has no business making HOA policies. More so since it consists of self-appointed ineffectuals.

<sup>25</sup> See: <https://www.topoquest.com/map.php?lat=42.31250&lon=-122.81250&datum=nad27&zoom=32>

<sup>26</sup> This is what the French Drain was supposed to do, but it has never been maintained since it was installed about 15 years ago.

<sup>27</sup> Another secret meeting of an anonymous "*camarilla*" (Mirriam-Webster dictionary).



00:17:44:04 - 00:17:58:13

Yeah. Robert, can you just reassure everybody on the total amount spent to to date as the landscaping contract that you see in those financial statements that Robert set up includes includes US lawn. So it's a.

00:17:59:18 - 00:18:05:18

Seven 1250 a month since December and it requires a 30 day notice. Can we continue?

00:18:06:25 - 00:18:10:14

Sorry. Sorry. We've been paying. We've been paying that ever. But I thought you said he has an invoice.

00:18:11:02 - 00:18:18:01

Yeah, except for. Except for meh. Meh. **May** Nothing was paid for me. Okay.

00:18:22:07 - 00:18:25:27

This is Dana Henderson. Can I ask you a question? Absolutely, Dana.

00:18:27:29 - 00:18:58:27

I've walked the maintenance. I've walked the buffer. And I've seen it's very spotty, taken care of. Maintenance is usually done on a routine basis. Many things have been avoided and not done. There are weeds that are over three feet tall, which the fire marshal does not happy with. And yet we have been paying. My understanding just now is that we've been paying since December or January, except for the month of May, for that whole area to be maintained.

00:19:00:00 - 00:19:22:22

There needs to be a correction of that. They're maintaining 15ft from the fence line, not the entire area on those slopes. We've actually had trying to get spray masters out to tend to a lot of those from the 15 foot to the 50 foot marker and have not been able to solidify contact to get that area mitigated.

00:19:24:04 - 00:19:30:08

Are we in violation of the fire department now regarding the weeds being controlled in a lot of those

00:19:31:27 - 00:19:35:15

agricultural buffer responsibilities that we have?

00:19:38:09 - 00:20:01:19

Very seriously **potentially**. There's there are people coming out. There are going to be taking care of the dogs as well **Cogswell**<sup>28</sup> as well. You know, has three foot issues on that side of the fence. There definitely are areas within that **Ag** buffer that are exceeding that and it needs to be resolved. And so we've we've already submitted to have some of that taken care of during the six week. **?????**

00:20:02:28 - 00:20:04:09

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<sup>28</sup> "Cogswell" is COGSWELL LIMITED PARTNERSHIP a Washington Limited Partnership that is the owner of the Hillcrest Orchard and it is a party to and a signatory of the 2004ABA; the other party is Arthur R Dubs (now deceased) of Medford, Oregon who was the the first owner of Bella Vista Heights property. This 2004ABA was approved by the City of Medford and appended to the Planned Urban Development document PUD-05-25 of 7/28/2005:

[https://www.bvhaccess.com/\\_files/ugd/4ea95c\\_769a17e2d28d4723be08fb17fff4b287.pdf](https://www.bvhaccess.com/_files/ugd/4ea95c_769a17e2d28d4723be08fb17fff4b287.pdf)

The present BVH Declarant is subject to the 2004ABA as it is "binding on, and inures to, the benefit of the parties' respective heirs, legal representatives, successors and assigns", that includes the present Declarant. (See the 2004ABA para. 5).

Within the next week. Robert.

00:20:04:19 - 00:20:06:07  
Yep. Okay. Thanks.

00:20:09:19 - 00:20:14:19  
Robert. Well, Dana Brooks just on our side or Cogswell side two.

00:20:15:21 - 00:20:30:08  
I'm actually in the process of getting somebody after speaking with with errands Aaron just today and walking it. He's giving me the green light to go ahead and get that. Cogswell Taking care of wealth as well? in light and fire safety in the complex.

00:20:30:12 - 00:20:31:11  
Perfect. Thank you.

00:20:31:24 - 00:20:37:09  
And removing that poison oak that's coming across the fence line from their property.

00:20:43:06 - 00:21:19:22  
And can I ask you another question? Dana Henderson? Yeah. Regarding the irrigation of the property. I understand that we are only irrigating 12.5ft<sup>29</sup> and there are no plants coming up yet and we've been doing that religiously. Is there a concern by the homeowner's association and the declarant that we manage water and be careful and make sure that if we're going to use water wisely, we should take advantage of the idea of not watering that area.

00:21:20:23 - 00:21:22:28  
I'm sorry. I hear something else.

00:21:23:28 - 00:21:35:27  
Yes. Sorry. There is some interference there.<sup>30</sup> Yeah. Question received. And we will investigate and get an idea on watering plan as well.

00:21:38:09 - 00:21:45:21  
I'm sorry. I didn't hear that clearly, but. Who's mandating that we water? Is the water department mandating that we water that?

00:21:49:21 - 00:21:54:15  
So. No, no, we just. We just were responsible for irrigating to keep things alive. **Wrong**<sup>31</sup>

00:21:56:05 - 00:21:56:24  
Thank you,

00:21:58:21 - 00:21:59:06

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<sup>29</sup> 2004ABA para. 3.a.ii) "Ground cover shall be planted in a **25-foot** wide area within the southerly most portion of the agricultural buffer"

<sup>30</sup> Is somebody trying to jam Dana Henderson's microphone?

<sup>31</sup> All of the Declarant's responsibilities are defined in the 2004ABA. Period! There is nothing there to water.

Aaron.

00:21:59:08 - 00:22:15:27

I had a quick question and maybe it might be mistaken, but is there a is there something about that irrigation that's important for the design of the swales to keep that at a certain level of moisture to prevent severe erosion? I seem to remember something along those lines.

00:22:17:19 - 00:22:36:21

Yes, that is that was part of the the idea was to prevent cracking. So we'll evaluate that. I see Dana's comment about there not seeing any watering occurring on the thing. So I would just like to get a rundown of the water when it's being watered, etcetera. <sup>32</sup>

00:22:37:24 - 00:22:38:15

Thank you.

00:22:41:24 - 00:23:17:14

Okay. Moving over to Corinna **Carino** Lane, I know that this year has come up, so I thought we would chat. We we met today with Carlson testing and with Robin Warner. Is the Geotech on it? There needs to be further investigation. So there's nothing really to say or conclusively just the fact that we are aware of the possibility of movement. We're trying to determine direction, scale and source of that.

00:23:17:16 - 00:23:29:00

So, you know, initial analysis was done and further investigations will likely be necessary. But we will discuss that in the coming days and of course, have actually.

00:23:30:20 - 00:23:31:05

Um.

00:23:31:11 - 00:23:34:16

Can I say something? Uh, Kathy Whitaker.

00:23:35:09 - 00:23:36:12

And lot number.

00:23:37:16 - 00:23:40:17

I have no idea. We live at 1647 Corrina **Carino** Lane. **Lot 76**

00:23:41:15 - 00:23:43:25

Okay. Okay. Yeah, go ahead, Gabby. **Kathy?**

00:23:44:19 - 00:23:48:29

Um. What are you talking about as far as movement on Green **Carino** Lane?

00:23:50:22 - 00:24:27:10

Um, on launch **Lots**. Not. Not. Not to where you are on on, uh, Carina **Carino** Lane, but towards the lots that we stabilize that we remain owner of, or I should say the decorator **Declarant** remains owner of about Lot 72, 73 and 70 **70, 72, 73, 74?** There has been some indication of movement on Lot 71. And the

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<sup>32</sup> The French Drain **must be fixed to stop** all BVH's runoff into the vineyard. The French Drain hasn't been maintained for 15 years. And it must be tested to make sure that it works before more money is wasted on watering the vineyard.

question is, is that a result of lots 70, 72, 73 moving? What is causing that movement of movement as a birdie at that ???????? I guess that would be the south end of the street.

00:24:27:12 - 00:24:30:29

And so that's that's what we're talking about. That's what we're investigating.

00:24:31:12 - 00:24:37:24

Okay. So like, my foundation isn't going to fall and my house isn't going to move.

00:24:38:07 - 00:25:07:14

No. Once once you get to Lot 74, which is which is our which is our last lot and then Lot 75, you I mean you'll notice that the neighboring lots to you the the slope is far less steep and is naturally vegetated and stable. So there's no question of on that and that that's absolutely fine. It's where it's where that steep rock has been placed to stabilize the slope on on that south end.

00:25:07:29 - 00:25:31:18

Okay. Thank you. Um, I had a question about something else, but. Absolutely. Oh, well, why is the fountain not on? It's like the one thing that we can show for having a homeowners association is like the rocks and the fountain when you enter the neighborhood and it's not on.

00:25:32:10 - 00:26:06:16

Um, so the fountain design had several pumps that were requiring replacement at about \$10,000 a pop every couple of years. And I would have to go back and look at the minutes. But there was a vote by the homeowners to discontinue the fountain in an effort to save costs. And so those pumps were shut off with a plan to plant it. We have not been able to find a landscaper to to actually fill those pools with sand or with soils and flowers.

00:26:07:12 - 00:26:16:12

But the decision was made from a cost perspective not to maintain the fountain due to the costly nature of the pumps that continually broken need to be replaced.

00:26:17:06 - 00:26:19:06

Okay. Thank you. You're welcome.

00:26:20:23 - 00:26:31:19

Yes, Aaron, this is Laura Wilson. I have a question just to back to Carino. Is there any possible impact below? I am right below 71.

00:26:32:19 - 00:26:57:06

Um, at this time it does not appear that it is any movement on the Estrada **La Strada** side thing. On the on the lower side. We walk that today. But I think that requires the further investigation. But at this point, no, it does not look like there's any movement at the at the base of that that side.

00:26:57:29 - 00:26:59:20

All right. Thank you. You're welcome.

00:27:05:05 - 00:27:09:07

Just all open discussion. So any questions? Any topic?

00:27:10:11 - 00:27:12:09

Yes. This is Judy Henderson.

00:27:12:23 - 00:27:13:08

Judy.

00:27:14:03 - 00:27:48:04

Um, we are discussing the same things that we've been discussing for years.<sup>33</sup> Last November, we brought up about the egg Ag buffer and watering. The contract was supposed to be canceled. The water was supposed to be turned off. Everything is. We're going to look into it. We'll check on it. And we, in the meantime, have been paying a great deal of money to this maintenance company that does nothing. We've been paying a great deal of money for watering nothing. And yet we just keep talking and talking and talking and nothing ever gets resolved.

00:27:51:18 - 00:27:52:24

I'd like an answer.

00:27:54:21 - 00:27:55:27

Uh, was there a question? <sup>34</sup>

00:27:57:12 - 00:28:02:19

Well, the question is, are you ever going to resolve anything that we've been talking about for over a year?

00:28:03:12 - 00:28:31:23

Uh, well, we have an absolute hope to resolve it. Yes. The win is an excellent. **WHEN?** That is an excellent question, Judy. The with regards to the offer **buffer**, it was started in December **2022** with regards to paying for the maintenance, and we will address that shortly with regards to how often it's needed. And that on the water side of things, I mean, it's a water is the plants would take.

00:28:32:03 - 00:28:51:02

But that's that's a long time ago when we brought up that we were paying for nothing. It was said that you were going to look into the contract. The contract was going to be cancelled<sup>35</sup>, if I'm not mistaken, the end of May. And yet nothing seems to be done.

00:28:51:07 - 00:29:09:25

I don't think we agreed to cancel the contract.<sup>36</sup> We did speak to the landscaper, and. And he was supposed to continue to do work. So, you know, looking at it today, obviously that work isn't being done in a timely fashion as we need. So we will address that with the contractor.

00:29:14:15 - 00:29:16:24

No more questions. Thank you.

00:29:23:20 - 00:29:24:21

Uh, Dana Brooks.

00:29:26:06 - 00:29:38:26

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<sup>33</sup> Email records show that it was being discussed by March 2017, and perhaps even before that.

<sup>34</sup> Aw c'mon! Was it really necessary to make Judy reword her topic as a question?

<sup>35</sup> [https://www.bvhaccess.com/\\_files/ugd/4ea95c\\_63990f2826b144ed9357d6e0a75289fe.pdf](https://www.bvhaccess.com/_files/ugd/4ea95c_63990f2826b144ed9357d6e0a75289fe.pdf) at 00:40:22:13 - 00:40:23:25

<sup>36</sup> See the minutes of the last meeting or previous meetings to decide on this. <https://www.bvhaccess.com/board-minutes>

Yeah. So from what I heard you say, the HOA, um, once it turns over, we're going to be responsible for watering the buffer because of cracking.

00:29:40:26 - 00:30:28:08

So the part of the issue with the Collinsville Cogswell property is that water must be directed to either the stormwater retention pond on the western portion of the property or down to the rock pit at the bottom of lots 91, 90, 92.<sup>37</sup> And the allegation was made by Cogswell that due to the type of soils on the buffer and the dry nature of the climate, that cracking could occur from the land contracting during the dry periods, which in a rainfall event would allow water to enter the vineyard at spots that were not designated. (See footnote 21)

00:30:28:10 - 00:30:58:22

So to mitigate that, a soil burden was placed along the fence to create a small swale. (See footnote 21) And then part of the design around the drip irrigation, which was supposed to keep the plants alive, would also maintain the moisture content in in the ag buffer to maintain the form and character of the drainage as well to direct the water down to the rock that ????? for a time during this.

00:31:00:10 - 00:31:04:25

And so when it gets turned over, we're still responsible for that. It sounds like<sup>38</sup>.

00:31:04:28 - 00:31:05:21

Yes. Mr. Fedora???? NO!<sup>39</sup>

00:31:06:20 - 00:31:11:01

So as an HOA, we have to pay the water no matter what. Correct.

00:31:13:19 - 00:31:26:06

Part of part of the agricultural bumper agreement from 2003 2004 requires the HOA to maintain irrigation in in that sector of the property.

00:31:28:15 - 00:31:34:22

Yeah. So I think that that's the huge concern, right? Because the installation to date isn't working.

00:31:35:20 - 00:31:38:26

Yeah, the clients plants have definitely not taken as they were intended to. Correct.

00:31:39:05 - 00:31:41:23

There's problems with the irrigation too. Right. So.

00:31:41:27 - 00:31:44:16

Well, the insole install is. Yes.

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<sup>37</sup> 2004ABA para. 2.b "Dubs shall construct a drain system commonly known as a "french drain" along the entire boundary between the Cogswell property and the Dubs property to prevent the drainage of ground water and surface water from the Dubs property onto the Cogswell property. An engineer shall design the drain system. Dubs shall bear the engineering cost." "Dubs" was the very first owner of the BVH property.

<sup>38</sup> Why do some Retail Owners persist to ask questions when the correct answers are in the governing documents, and the responses from the Board and QPM are frequently "inaccurate".

<sup>39</sup> No Declarant has ever (1) vegetated the Ag Buffer or (2) maintained the French Drain and the irrigation system. The HOA is only becomes responsible for the AG Buffer after a Declarant has completed it, and none ever did.

00:31:44:18 - 00:31:57:15

Yeah. Yeah. So I think that that's one of the biggest, one of the biggest problems with the ag buffer as a **community**.<sup>40</sup> I mean, I think that homeowners are willing to take care of their own areas, and

00:31:59:24 - 00:32:19:01

I don't know that for a fact. But I mean, I think that there's lots of other options. But when I think about it being on the AG buffer, I think, okay, well, as an HOA, we have to continue to pay this money for for irrigation, but we haven't been set up for success. Right. That's problematic.<sup>41</sup>

00:32:20:05 - 00:32:21:09

Yeah. And we can discuss.

00:32:21:11 - 00:32:23:13

What success looks like, for sure.

00:32:30:03 - 00:32:35:05

Dana Henderson. Lot 104. Lot 83.

00:32:37:02 - 00:33:23:07

I would like to see Aaron, I would like to see you challenge or ask for resources that dictate why we have to keep the soil wet in order for it to drain properly.<sup>42</sup> I think that that is a faulty effort by Cogswell or a faulty basis for watering that area. Personally, I've walked the area many times and I look at the properties all around and I think that we are doing something that somebody suggested that is not accurate or acceptable in total agricultural processes, procedures or protocols.

00:33:23:25 - 00:33:47:26

And if you will look across the fence, they are not they Cogswell is not watering their property<sup>43</sup> in order to be able to control the any kind of erosion or cracking on their property. So I think that you are using a a rule or a some kind of a

00:33:49:13 - 00:33:58:12

explanation of how to deal with our our side of the fence that is not **viable**.<sup>44</sup> And I would I would love to have you challenge that.

00:34:00:16 - 00:34:18:09

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<sup>40</sup> We are **not** a community. The HOA is a **corporation**.

<sup>41</sup> Word salad of vacuity from an uninformed person.

<sup>42</sup> The 2004 Ag Buffer **says nothing about wet soil**. The French Drain must work, or BVH's water will enter the vineyard. But the French Drain obviously doesn't work, as it has never been maintained since it was installed.

<sup>43</sup> Not the HOA's problem.

<sup>44</sup> Agreed! But "viable" is not the best word here; the word "existent" is better.

Okay. Dan Dana , I hear you. I mean, I have no desire to unnecessarily water a piece of dirt. We are responding to the design by the engineers<sup>45</sup> who recommended this course of action and and stamped it<sup>46</sup>, I mean,

00:34:20:06 - 00:34:58:15

Cogswell or Roxy and whatever they're called. They they indicated the problem. The engineer suggested the fix to that. Unfortunately, the the vendor doesn't have the same obligations to us that we have to them. And so our standard is higher than than theirs is. And so the current design, while yes, the irrigation keeps the soil wet, the primary purpose of the irrigation is to keep the plants alive.

00:34:58:19 - 00:35:01:06

I grant it, the plants are not alive.

00:35:02:15 - 00:35:04:21

But the the.

00:35:06:21 - 00:35:23:15

That was part of the design from the engineers. So if you're asking me to challenge the engineers, I will have to discuss that. But I'm not sure I'm comfortable with that. We have stamped drawings to say this is how we should be functioning and and that's what we're proceeding with. <sup>47</sup>

00:35:25:02 - 00:36:07:27

I appreciate your position. On the other hand, you can get expert witnesses on almost anything. We discussed the whole idea of litigation at one point<sup>48</sup>, and you can find people on both sides of the fence that have reasons for making the choices that they do. And I think that you ought to challenge. I think you ought to pursue the idea. You have proven that you guys are very careful and concerned about water usage because you are now accepting artificial turf. And so I think that the idea of watering an empty ground with no plants on it is in conflict with the great idea that you're taking the position you're taking about installing artificial turf in our neighborhood. <sup>49</sup>

00:36:07:29 - 00:36:12:20

I think you need to take an examination of the consistency in which you're making choices.

00:36:13:24 - 00:36:14:28

All right. Thank you.

00:36:15:19 - 00:36:16:22

Charles. Judy?

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<sup>45</sup> A lot of money was spent on “engineers”, horticulturalists, soil specialists, lawyers, etc to produce the 2004ABA that the current Declarant signed on to obey when it bought BVH.

<sup>46</sup> These “engineers” never tested the French Drain to ensure that it still worked after 15 years of no maintenance!

<sup>47</sup> All that the Declarant had to do is follow the 2004ABA. That’s all. Period! (***Pactum Decisis: Let the mutually decided decisions that were embodied in the 2004ABA stand.***) Instead the Board flouted the 2004ABA and then made a real mess of all their dealings with the AG Buffer; and, to avoid paying for completing the buffer, they will relinquish their responsibility at Turnover, and leave the HOA holding the baby.

<sup>48</sup> More secret discussions that affect all Retail Owners!

<sup>49</sup> Nice stab, Dana H! Not usually your style.



00:36:18:21 - 00:36:22:03

Yeah, Judy. Charles. Charles raised his hand. Judy, You can speak up to him.

00:36:22:27 - 00:36:25:22

Charles Keith Kief, again, Lot 97.

00:36:25:24 - 00:36:28:08

I think that's what I have. That's okay.

00:36:29:14 - 00:36:54:29

I agree with Dana. I think we should I think that, again, I've been running around on this like we all have. I think the conditions in 2003 and the agreement that was established at that point is quite a bit different than what we're facing today<sup>50</sup>. And I think it's worthwhile to revisit some of that. And

00:36:56:15 - 00:37:21:14

I can point to places where I travel where it's not watered, the cracks develop in the summertime and no one is harmed by that. And then once the rains come in the fall, the ground is still stable. I'm in agreement putting water on just just to keep the dirt stable. It's hard for me to accept. <sup>51</sup>

00:37:22:19 - 00:37:23:12

Okay, so.

00:37:23:14 - 00:37:24:12

That's just a statement.

00:37:24:29 - 00:37:28:13

Yep. Take it under advisement, Judy. Yes.

00:37:29:08 - 00:37:43:27

Maybe I'm totally misunderstanding things, but the way I understand it is initially, when all this was done with the water, the egg Ag buffer, etcetera, it was supposed to be landscaped<sup>52</sup>.

00:37:45:22 - 00:37:59:08

And Cogswell said, If you're going to landscape it, you need to keep it watered and you need to direct the water into certain ways so that it does not interfere with the vineyard. Am I correct on that?<sup>53</sup>

00:38:00:15 - 00:38:09:02

Uh, that seems reasonably correct. I'm not I wasn't obviously present for the conversations with Cogswell, but yes, that's a general.

00:38:09:06 - 00:38:27:28

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<sup>50</sup> What's different? The soil, topography, geology is still the same, and the 2004ABA is still in force.

<sup>51</sup> Meaningless verbiage!

<sup>52</sup> "landscaped" means vegetated with the bushes and shrubs defined in the 2004ABA

<sup>53</sup> No. Cogswell did not "say" that. Cogswell approved the 2004ABA that "says" it all.

Just kind of common sense. Yeah. Yeah. Now, the Ag buffer is not irrigated. I mean, not planted. There is no eggs over Ag Buffer. So the fact of watering the egg Ag buffer landscape is no longer applicable because there is no egg buffer landscape vegetation?.

00:38:30:24 - 00:38:32:14

Am I missing something here? No, no.

00:38:32:16 - 00:38:42:18

No, no, no. That is what's become apparent. I mean, we seeded it last year. It was watered for it to take seed. It clearly has not seeded.

00:38:43:10 - 00:38:47:28

And so what we don't need to water because there is no landscape.

00:38:49:27 - 00:38:52:06

Does it? I. Am I right?

00:38:53:09 - 00:38:56:05

I see. Yes. I'm sorry.

00:38:58:01 - 00:38:58:16

So.

00:38:58:18 - 00:39:15:11

So I'm just confused as to why we're still watering. Nothing. I don't think Cogswell expects us to keep watering nothing. I think what they wanted us to do was water and keep up the buffer planting. And there is no plan.<sup>54</sup>

00:39:16:25 - 00:39:17:21

I don't think.

00:39:19:21 - 00:39:21:22

Yeah, we. I don't.

00:39:21:24 - 00:39:22:10

Understand.

00:39:23:11 - 00:39:28:17

The issue is the vegetation on the egg Ag buffer. I mean, I'm not sure what the water bill is.

00:39:29:25 - 00:39:35:09

But there is no vegetation on the egg Ag buffer. That's the that's the problem. Except weeds.

00:39:35:26 - 00:39:48:02

Yes. We've gone round and round in circles on this. Judy, I understand your position. We need to figure that out. I don't have an answer for you today on that. We can shut the water off today.

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<sup>54</sup> Did Cogswell actually expect any BVH developer to keep its part of the 2004ABA? The Jackson County planner, Tom Bizeau, saw through the pretense of the 2004ABA: <https://www.bvhaccess.com/thomasbizeau>

00:39:48:04 - 00:39:49:25

It's I hope I would.

00:39:50:00 - 00:40:09:12

I think I think I understand the water is been off. The the the issue is, is the vegetation on the egg **Ag** buffer and the fact that there is a responsibility by the HOA irrigate that portion. The planting portion that we undertook last year has not taken.

00:40:10:28 - 00:40:17:17

But the idea of just **pulling out all of the irrigation**<sup>55</sup> and not having any irrigation, there is.

00:40:17:20 - 00:40:18:13

No, I'm not.

00:40:18:15 - 00:40:19:00

No.

00:40:19:02 - 00:40:25:03

I'm not saying pulling out. I'm saying just turn the water off to it because there is nothing to water.

00:40:25:26 - 00:40:29:28

Yes. Yeah. In the short term that that can be done. Okay.

00:40:30:13 - 00:40:35:20

I would like to see it done. I think all of us would. And stop paying for irrigating. Nothing.

00:40:36:12 - 00:40:50:03

So. Hey, Aaron, I just. I just wanted to say. Did you say that an engineer who is a licensed engineer said that it needed to maintain a level of wetness dampness throughout that buffer? Right. **Who was this?**

00:40:50:08 - 00:40:52:28

That that was part of the design?<sup>56</sup> Yes. Okay.

00:40:53:00 - 00:40:58:22

Just wanted to clarify that part. So it's not just about irrigating plants about.

00:40:59:25 - 00:41:09:09

Yeah. And we've spent a total of 200 and \$300 since the beginning of the year on water. Is that is that what this conversation is about right now, Robert?

00:41:11:17 - 00:41:15:09

Uh, I think it's. Yeah, they don't want to. I think there's two.

00:41:15:21 - 00:41:22:21

But I'm looking at the financial statements and there's a there's a water expense on the financial statements for \$332. Yeah. That's that.

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<sup>55</sup> Who ever said anything about pulling out the irrigation system?

<sup>56</sup> "Maintaining a level of dampness" is not a requirement in the 2004ABA

00:41:22:23 - 00:41:39:02

That is the, that's the amount there for sure. Whatever you have. Okay. Okay, Brian,<sup>57</sup> thanks. Can you hear me okay? Yeah. So I. I know that in April they did turn the water on for a couple of days, but when it.

00:41:39:04 - 00:41:40:16

Sprung its little leak <sup>58</sup>and.

00:41:40:18 - 00:41:43:05

Started going down into the vineyard, they've shut it off. <sup>59</sup>

00:41:43:07 - 00:41:44:25

It's never been on since. Okay.

00:41:45:05 - 00:41:48:21

Okay. Our section is the. Is the ag buffer being.

00:41:48:23 - 00:41:51:02

Watered in anybody else's section? I'm in Lot.

00:41:51:04 - 00:41:59:14

93 and all the way down to as far as I can see, down to the east. I don't see any water ever.

00:42:00:01 - 00:42:01:23

Is it actually watering at all in.

00:42:01:25 - 00:42:30:03

That right now? I don't think that it is a problem. Have you have you actually dug down because a lot of the salty subsurface so there wouldn't be like spraying. So is a bone dry anyway? It's bone dry. And because there's so much exposure on those pipes, they were never buried. Or if they were, the wind blew all that dust that they that they blew in on it. Those those pipes are all exposed. And there's no there's never been water since April 12th when it finally got shut off.

00:42:33:27 - 00:42:39:14

I mean, it was bone dried. It was bone dry down there today. So. So I'm assuming that the.

00:42:39:16 - 00:42:43:03

Other section to my to the west of me has not been watered either.

00:42:43:18 - 00:42:45:27

Well, I think that's what Dana said. Dana, was that correct?

00:42:46:19 - 00:42:54:12

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<sup>57</sup> Who is Brian? Winkler lot 91 ???

<sup>58</sup> Little???

<sup>59</sup> This proves that the French Drain isn't working. The "engineers" just switched on the water "for a couple of days" without first testing the French Drain!

Yeah. So I'm a lot 87 on the West End, very end of the very bottom of the hill. And I haven't seen water on for a long time. Yeah, I.

00:42:54:14 - 00:42:56:08

Don't think it's ever been on. So the fact that.

00:42:56:10 - 00:42:57:17

I think that \$300.

00:42:57:19 - 00:43:15:03

Was probably what all spilled into the into the vineyard when it was on for those four days, there were probably 20 or 30,000 gallons that that flowed into the vineyard there that that week. <sup>60</sup>And I think that's probably what we're paying for right now. But there's there's been no irrigation for since April.

00:43:16:05 - 00:43:17:05

Okay. Thank you.

00:43:22:12 - 00:43:47:07

Dana Henderson I'd like to just add one more thing. I think that the cost of the water is really not an issue. I think it's the issue that we are continuing to take care of something that hasn't been adequately installed. I think that we are dealing with 12.5ft versus 25ft, which is the buffers requirement.

00:43:48:05 - 00:44:00:28

Dana, I have heard you I have spent several hours with you this afternoon.<sup>61</sup> We have just established the water is not running. Please do not repeat yourself with the same like I have heard you.<sup>62</sup> We have taken notes on that.

00:44:01:12 - 00:44:04:16

Okay. I just wanted to make it a record. Thank you, Everett **Aaron**. Thank you.

00:44:04:18 - 00:44:05:12

Aaron. Thank you. <sup>63</sup>

00:44:09:08 - 00:44:13:08

Dana. Is your hand access to leopard? **???????** Did you just leave that up? Yeah.

00:44:13:10 - 00:44:14:02

No, I wanted.

00:44:14:04 - 00:44:44:07

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<sup>60</sup> The French Drain is the problem because it obviously doesn't drain away the BVH water.

<sup>61</sup> What tenet in the Governing Documents affords an individual Retail Owner the right to spend hours with an officer of the Board of Directors in unminuted secret policy-making discussions that exclude other Retail Owners?

<sup>62</sup> Oh dear, **Mr. Fedora is not happy with Dana Henderson!!** So, if you engage in a secret, private dialogue with Mr. Fedora, he might later use this against you, as this example shows. You have all now been warned!

<sup>63</sup> **The AG Buffer has been talked to death and been the subject of vacuous answers and promises from CLCM and QPM since 2017, and probably even before that. The can has been kicked down the road for so long that now we're out of road.**

To switch topic. Okay. I wanted to go over to arc **ARC Architectural Review Committee?**<sup>64</sup> Um, yeah, so I just. I mean, I read some of the emails. I think that overall, you know, the community<sup>65</sup> there is individualism and all those things. Some of my concerns though are things like like no rock on the house on some of the houses. And I know that there was exceptions made during Covid. I mean, we built our house during Covid.

00:44:44:09 - 00:44:59:29

We still had to apply to all the rules. Um, and it seems like that's gotten more lax, I would say, as there's less lots. Um, and it doesn't make me that happy, honestly. Okay.

00:45:00:19 - 00:45:01:04

Um,

00:45:03:08 - 00:45:17:02

I mean, feel free to email me any examples. We do look like we do look at all the applications and they should conform.<sup>66</sup> But if, if we have missed something, um, please, please let me know.

00:45:18:02 - 00:45:18:17

Okay.

00:45:25:25 - 00:45:40:21

Oh, this is Dana Henderson. Yes, sir. In regards to that comment, I think that the problem is that there isn't not anybody here that sees what's going on in a very

00:45:42:11 - 00:45:51:20

some things are accepted and other things are not accepted, even though that they're the same requests. I think there is a lot of

00:45:54:06 - 00:46:17:22

variation in what the the architectural review committee accepts and then forgives and then refuses. I think that the inconsistency and what fits is not very fair to a lot of the the people that have been here for a while just want to make that statement.

00:46:18:11 - 00:46:29:27

And sorry. And you're specifically relating to fairness from the earlier residents such as yourself or Steve **Who?** and what has been approved for some of the newer residents.

00:46:34:25 - 00:46:40:19

I would say so even for me. Yeah, I would say even for me. And I'm one of the newer ones.

00:46:41:01 - 00:46:41:16

Okay.

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<sup>64</sup> As the **Architectural & Design Guidelines** are absent from the QPM website, see: <https://www.bvhaccess.com/architectural> **Note: there is no such entity as an "Architectural Review Committee"**. There is an Architectural **Control** Committee "ACC" defined in the governing documents, including the CC&Rs

<sup>65</sup> The HOA is a non-profit corporation - **not** a community. Lot owners - other than the Declarant - are Retail Owners and members of the corporation. Read the Oregon Statutes Chapter 94 that govern the HOA.

<sup>66</sup> Conform to what? There once were "Architectural & Design Guidelines", but they don't exist on QPM's website.

00:46:42:01 - 00:46:44:29

That's good feedback. Uh.

00:46:47:12 - 00:46:47:27

Okay.

00:46:48:27 - 00:47:00:24

Judy Henderson. Yes, you did. You said you came through the community. Did you see that one house in the entrance on the corner where they hide preceded the lot.

00:47:01:27 - 00:47:02:19

One house on.

00:47:02:25 - 00:47:06:18

The motorcycle parking? Yes.

00:47:06:25 - 00:47:11:14

Yes, I have taken I have taken pictures. But that is in violation. <sup>67</sup>

00:47:12:03 - 00:47:15:03

Okay. So why was that approved in the first place?

00:47:15:09 - 00:47:16:28

Sorry? Why was what approved.

00:47:17:12 - 00:47:44:11

The landscaping, the motorcycle parking place? You look at the varying houses that are within our community that. Are significantly different than anything that's in the community that started in this community. And I know that everybody has a certain freedom to do things, but this is not the community that has **half** the community moved into. And yet.

00:47:45:01 - 00:47:50:05

So, so, so Judy So, Judy, there is no application on the landscaping.

00:47:50:08 - 00:47:53:17

There is yes, there is. Backyard

00:47:55:08 - 00:47:56:06

that I take.

00:47:56:09 - 00:48:22:19

There wasn't there wasn't there was instructions for the motorcycle parking<sup>68</sup> and it has not been clad as it supposed to have been clad. So we are we are working with the property owner on that. It is not going to

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<sup>67</sup> See QPM's website for "Shared Documents", "Board Resolutions", "2018-06-12 BV General Community Policy Guidelines.pdf", "Parking": "**Parking**. Exclusive of driveway, **no vehicles**, boat trailers or recreational vehicles shall be parked within the front yard areas of a lot or other yard areas located adjacent to a street." A motorbike is a vehicle according to Oregon and Federal statutes and codes. So, **YES**, the concrete blocks are a violation.

<sup>68</sup> Wrong!! Read all about parking in the **2018-06-12 BV General Community Policy Guidelines.pdf** on QPM's website.

remain a concrete block wall. It was initial it was initially approved as a poured concrete wall with cladding. The homeowner did something different and they were supposed to plot clad it and they have not clouded cladded it. Bit about the.

00:48:22:21 - 00:48:50:12

Landscaping. Every other house that's on a hill has had to terrace. So is this fair to the people who had to terrace? Is this fair with the people who had to tear up their artificial turf that now it's it's included? I mean, this is the inconsistency kind of things that we are our asphalt through the driveways had to be

00:48:52:03 - 00:48:55:01

I don't know what you call it but they had to be stained.

00:48:56:29 - 00:49:04:13

Yeah. Now they don't. I mean, there are so many inconsistencies here that it's like I had an.

00:49:04:26 - 00:49:10:15

I had an I have an excellent conversation with your husband this afternoon. Okay. I have a list.

00:49:10:17 - 00:49:16:19

Yes, but you didn't have it with me. Thank you. Okay.

00:49:18:11 - 00:49:35:21

I still want my answers for the inconsistency and why there is inconsistency. I don't care what you told Dana. I want to hear it for the record, why there is so much inconsistency on landscaping, paint, colors, style of house.

00:49:38:07 - 00:49:39:27

I would like an answer to that.

00:49:44:19 - 00:49:54:02

I believe, and we will check those things which are approved, have been approved under and are consistent with the IRS CC&Rs.<sup>69</sup> No, they're not.

00:49:55:17 - 00:50:24:23

No, you're not. You are. You are welcome to submit examples where you think that they are not consistent with the carriers CC&Rs. But Josh and I reviewed the carriers <sup>70</sup>. I looked at the like I, I understand your concern. I do not understand where you think any of the approvals to date are in violation other than the the where we've said on that motorcycle parking. But

00:50:26:11 - 00:50:30:06

yeah, I would need examples from you and not generalizations about I.

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<sup>69</sup> See the "Bella Vista Design Guidelines, March 3rd 2020" "Purpose" on page 2 that states, inter alia, that: "The ACC will review submittals and make rulings that, in all cases, supersede the City of Medford. In addition to establishing an overall aesthetic for Bella Vista, the intent of these Rules & Design Guidelines is to ensure that all homes across a broad range of price points maintain a level of design quality that is compatible throughout the entire community and protect the value of all homes and lots." Doesn't this imply "consistency"?

<sup>70</sup> The CC&Rs Article VIII need careful reading. Can the Declarants, the Boards and the management companies override the "Design Guidelines" and all the other architectural&design guidelines in an arbitrary, capricious and discriminatory manner, as they all have done since 2007?



00:50:30:08 - 00:50:45:22

Can give them to you the route **roofs**. Absolutely are all supposed to be the same with the shingles. We've got metal roofs. Windows are not supposed to have a tinting, we've got tinted windows.

00:50:45:24 - 00:50:50:26

The I am not aware. I'm not aware of any tinted windows.

00:50:51:10 - 00:51:24:08

Okay. The colors are supposed to be consistent with the community. They're not. I mean, Dana has written to you multiple things that are inconsistent and we never seem to get an answer of why does the RC **ARC** even exist? We've got people who have had to tear up driveways because they did not comply with the curve. We've had people that have had to tear up artificial lawn because it did not comply. We've had people who have had to tear down sheds because they did not comply.

00:51:25:06 - 00:51:28:24

And now it seems like anybody can do anything they want.

00:51:31:10 - 00:52:00:25

Judy, feel free to send me an email. I'll review. I will review them all. I think the bigger question for the residents and this is what I chatted with the network **Dana** this afternoon<sup>71</sup>, **is the cost to the HOA to enforce. We do not have the legal budget for that. So I think if the owners want to fund that, then then we can look at that. But there's not money in the budget for**

00:52:03:16 - 00:52:04:08

for

00:52:06:27 - 00:52:18:27

**for just running amok with lawyers.**<sup>72</sup> Like we just that will drive the costs up for every homeowner. And if that's what the homeowners want, then we can review that. **But it will get very expensive.**<sup>73</sup>

00:52:19:11 - 00:53:00:10

You know what? I'm not asking for that. What I'm asking for is consistency. And there is no consistency in what's approved or disapproved and why we would have to spend money on consistency when it's up to you to take a look at this. You've looked through this community, you've seen it's and a lot of it is gorgeous. Some of it is hodgepodge. Some of it doesn't belong. But we just want everybody that when I say to you, I'd like to do this, I would like consistency from the RC **ARC** that yes, I can do it and the next person can do it.

00:53:00:12 - 00:53:08:27

Not that I can't do it, but somebody else did it. That has nothing to do with money. I'm just talking about consistency. End of discussion. I'm finished.

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<sup>71</sup> More cozy chats within a camarilla of Preferred Retail Owners (“PROs”)

<sup>72</sup> The **applicant** who submits an architectural plan for approval to the ACC must bear all the costs, even if this involves “*running amok with lawyers*”. **It's not the HOA's responsibility to pay an applicant's legal fees!**

<sup>73</sup> More of the same empty threats from Mr. Fedora that effectively imply that if you want the Board and QPM to operate according to the statutes and governing documents and honor your rights, you must pay them more! Of course paying them more wouldn't change things as the money would disappear and you wouldn't know where to.

00:53:09:04 - 00:53:10:25

Okay. No, I hear you. Thank you.

00:53:25:07 - 00:53:26:14

Anything else from anybody.

00:53:34:20 - 00:54:05:02

And Dana, to your point, yes. There was turnover in the art **ARC**. So, you know, the the arc **ARC** was Crystal Lake and and it was to the standard, you know, that Polish **Pahlisch** runs their their properties and and you know now now we run the arc so there was a change in who was approving things and reviewing plans as well. So that probably led to some inconsistency over time.

00:54:06:04 - 00:54:08:14

It's been ten years of a subdivision.

00:54:09:11 - 00:54:22:11

Yeah. Thank you. And that would make sense because when we applied to do all of our house in 20 **2020**, it was still under Crystal Lake. So if that makes it makes more sense now<sup>74</sup>, I don't care for it, but. Yes. **Who this?**

00:54:23:19 - 00:54:24:04

Yeah.

00:54:26:01 - 00:54:29:27

All right. Anything else from anybody? Aaron Yep. Steve.

00:54:31:06 - 00:54:33:16

Yeah. Hey, I just want to.

00:54:33:18 - 00:54:34:27

Point out that.

00:54:35:22 - 00:54:51:22

**You guys have done a great job, and Robert and I just listened to this meeting, and I just want to point out there's been a lot of positive things that you guys have done, and so just want to say thank you.**<sup>75</sup>

00:54:52:07 - 00:54:54:02

All right. Thank you, Steve. Appreciate that.

00:54:59:11 - 00:55:00:29

And then he yells **anybody else**.

00:55:03:29 - 00:55:22:23

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<sup>74</sup> **No!** Mr Fedora's preceding "inconsistency" tale proves that, by end of 2020, the Board, QPM and the illicit TAC secretly discarded the 3/3/2020 Architectural&Design Guidelines. Clearly this practice did not "*make more sense*". Such naivety.

<sup>75</sup> This oleaginous encomium must surely be flagrant sarcasm, or else the HOA now has another sycophant in its midst!

Okay. See? Nothing. Move for adjournment. And we set a date. We schedule the Q3 first, please. Yeah. Does the 5:00 time work better for everybody? It seems to be a bit more well attended, so we'll happily keep it later in the day.

00:55:24:14 - 00:55:25:08  
Good for me.

00:55:26:06 - 00:55:29:10  
All that work for. Okay. Sorry.

00:55:31:03 - 00:55:32:01  
I would propose.

00:55:32:03 - 00:55:34:10  
Either Thursday.

00:55:34:12 - 00:55:37:06  
September 21st or Thursday, September 28th at.

00:55:37:08 - 00:55:39:14  
Five Pacific Standard Time.

00:55:41:02 - 00:55:45:27  
I don't know if anyone has any preference that far out west.

00:55:45:29 - 00:55:48:04  
Do you have any preference on on either of those days?

00:55:49:16 - 00:55:50:05  
Um.

00:55:52:25 - 00:55:55:01  
Sorry. Sorry. I got a look at my calendar here.

00:55:55:03 - 00:55:57:09  
Yeah, I have no preference, Josh, so.

00:55:58:19 - 00:55:59:19  
It doesn't matter to me either.

00:56:07:09 - 00:56:09:06  
I'm good with with those days.

00:56:09:24 - 00:56:12:08  
Okay, let's do the 21st. Yeah.

00:56:14:15 - 00:56:16:28  
Now we can move to adjourn. Okay.

00:56:17:16 - 00:56:37:13

I think West has done that. Silent ladies. ????? I'll move. I'll second. Second. All right. Thank you, everybody. I. Yeah. Tough conversations are good. I we've heard what you had to say today. We're looking to some of those things and see if there's some solutions on on some of these issues. So thank you very much.

00:56:37:21 - 00:56:38:09

Thank you, Aaron.

00:56:38:15 - 00:56:41:04

Thank you, Aaron. Thanks.