

DRAFT Consent Agenda
April 7, 2021 Regular Meeting

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Item 1, Management Bid and Selection Process Report:

Management Bid and Selection Process Report:

Some homeowners and Board members requested that the board look into reducing management costs as well as alternate management methods for Hidden Valley.

This Report attempts to summarize the path that the Board has taken and the research that the Board has done to reduce management costs while maintaining the high quality of service that we have come to enjoy under the management provided by OFPM (Klark and Sarah Tapia and the onsite team of Curt and Karen House and Jorge Garcia)

The first step of the process was to open up the 2021-22 management contract which begins this July to an open bidding process. This process was started early because OFPM requested to know if their contract would be renewed by early April. This reasonable request was made because a new assistant manager will be hired due to the Departure of Jorge, who will be leaving Hidden Valley to pursue some new personal endeavors outside of Mammoth.

The evaluation of management has two basic components: 1) Cost and 2) Quality of services.

The cost aspect seems simple, but it had some underlying aspects that were recognized. Examples that the Board encountered during the bid proposal process included:

-OFPM is more expensive than previous management contracts, but OFPM provides services which reduce costs in the operating fund and reserve fund.

-The cost of hourly labor can be significant and difficult to budget. Some management companies charge hourly for extra services or special projects such as snow shoveling, summer landscaping, routine checking of units, installing door locks, and installing light fixtures.

-Some management companies have their own crews which perform some major maintenance items such as driveway slurry. This removes the bidding process, quality of work is unknown, and cost comparisons by bonded and licensed contractors is unknown

The monthly fee for management vs the extra costs for extra services was a consideration.

Services

-The board and the feedback that we heard from owners universally gave the onsite team of Curt, Karen, Jeorge high marks for service

-Some Board members wanted to look at models other than the three onsite manager system that we presently have. Others wanted to maintain our current system with a requirement that Curt and Karen be retained as the onsite managers.

-The Board had differing opinions regarding the scope of services in the end it was decided to use the scope of services for all bid submission requests. The Scope of services is presented at the end of this report.

Bid Solicitation and Evaluation

-Any Board member could solicit Bids.

-Some board members solicited bids that required the hiring of Curt and Karen as onsite managers. Others did not.

-Both OFPM and Curt and Karen went above and beyond in allowing bidders to contact our current managers for access to the complex and information regarding the work that our current managers perform.

-The following management companies presented bids and proposals: OFPM, Marquis Property Solutions (two bids, one with Curt and Karen and one without), Prestige Properties, Curt and Karen as Sole Proprietor Business Owners (C.House Property Management) and Highland Properties.

-At an executive session Board meeting held April 18 the Board evaluated the bids and interviewed some of the bidders. The initial evaluation by the Board utilizes a spreadsheet ranking system which includes the following criteria: Cost, Level of Services Provided, Quality of Personnel/Credentialed Managers, Lowest Potential Extra Cost, Best Fit for Demographics* of Complex/Expected Responsiveness and accessibility to owners, Quality of Bid Is it Boilerplate or tailored to HV?, Snow Removal Services, Best Fit for scope of services presented to bidder, transparency in Financial reporting & Potential conflicts. Overall Choice for Hire. *Demographics of the complex includes the following variety of owner goals: Pure investment for short term rentals, Long term, (annual lease) rental investment, Homeowner full time occupant, Homeowners personal use only, Homeowner mixed personal use and short term rentals. Pure investment for resale

-The Board consensus was the retention of Curt and Karen as onsite management was a factor that all board members felt important. Feedback from owners confirmed this.

-The Board narrowed down the applicants to two: OFPM and C.House Property Management.

-The cost difference between the two was significant OFPM monthly fee was \$12,896. Curt and Karen as Sole Proprietors monthly fee was \$10,500 (subsequently updated to \$11,500 in final bid). The board wanted to see the cost breakdown for expenses from each company.

-The Board had concerns about the selection of a new OFPM assistant manager to replace Jorge. There were questions regarding the assistant manager salary, number of people being housed in the HV Studio Apartment, if the board would have the chance to approve the choice and if the assistant manager would be doing work on other OFPM properties.

-Some board members had concerns with the ability of Curt and Karen to cover all business and liability issues required with Curt and Karen being sole proprietors of a business with one employee and occasional extra snow shovelers. The time frame for setting up the business was 3 months.

-President Ruth Wheeler was tasked with emailing both management candidates to request answers addressing the above concerns

-Before this email could be sent a bid that was supplied 30 minutes prior to the evaluation meeting needed to be considered. The bid was submitted with two options. This bid was eliminated from contention based on high cost if we maintained our current onsite managers.

-The emails requesting information were sent on March 20.

Final Email Questions from the Board and Replies from Management Candidates

Questions sent to Klark and Sarah. OFPM:

1) The board would like you to provide a breakdown of the basis of your monthly cost including the salaries of each onsite employee, benefits, employer taxes, and unemployment insurance, overhead, general and administrative expenses and profit. (this is the same request for information that you gave us when we completed the 2019 bidding process.)

2) The board would like to know more about the assistant manager that you will hire to replace Jorge. Specifically:

-What is the assistant manager job description and salary?

-Will more than one person and one vehicle be using the studio?

-Will the studio house pets?

-Will the Board be provided with a chance to meet the assistant manager to confirm a good fit for Hidden Valley?

-Will the Assistant manager be expected to perform work for your company outside of the Hidden Valley complex?

-On March 22 – OFPM replied via email.

Question 1: OFPM declined to provide a cost analysis of their monthly fee or the salaries of their employees. OFPM felt this was personal and proprietary information.

Question 2: In reply to the board's questions regarding the Assistant Manager: "We are happy to introduce you to our new manager once a decision has been made. We will introduce our new manager at time that is convenient for you. Please know that Old : has much experience in vetting and hiring employees. We have developed a successful management team to insure our onsite managers are highly qualified and well supported to provide excellent service. At this time, we do not have details on our

new employee, as we have not hired him/her yet. We will not be discriminating against a possible employee based on having a significant other or a trained pet.

Just to clarify there is no “assistant” manager position. All 3 management positions are full time manager positions with equal responsibility and authority.”

Questions sent to Curt and Karen. C.House Property Management

The Board would like clarification with regard to your business plan and we would appreciate an email response to the following:

1) The board would like you to provide a breakdown of the basis of your monthly cost including the salary of any employees, benefits, employer taxes, and unemployment insurance, overhead, general and administrative expenses and profit. Knowing the approximate time frame of when you will be able to have all the “ducks in a row” with regard to the startup issues of your business plan will be helpful for the board.

-On March 30 – C.House Property Management replied via email:

Included in their reply were the following details:

1) Application completed and filed with the Town of Mammoth Lakes. Business name is C.House Property Management

2) Specifics of Commercial General Liability Insurance as required in the invitation to bid was supplied. Policy to be handled by Brett Walters Insurance Company LLC. Cost to business will be between \$1,000-\$2000/year. Details will be supplied to the board after acceptance of C.House Property Management bid proposal

3) Breakdown of Monthly and Annual income and expenses were provided

4) Estimate of snow shoveling cost for C. House Property Management as well as a description of the employment service that their business will use to ensure that workers are available and workers comp, taxes etc. are covered was provided

5) Assistant manager’s salary and an explanation of additional cost for their business which includes: workers compensation, health insurance (health, dental, vision), sick pay, payroll services, taxes, social security, Medicare was provided

6) Hourly cost of accounting and the name of the accountant they will use was provided

7) Name of contact at Sierra Employment Services. This Service will vet employees hired by C.House Property Management. The service will include workers compensation, payroll services and all payroll taxes for employees.

8) C.House Property Management clarified that there will be no extra costs for operating the truck and plow or skid steer or loader if the HOA provides the machinery.

9) C.House Property Management Clarified that they would utilize an existing clause in our management contract which states: "C.House Property Management shall only retain supplemental employees when the work is too much for Managers to be able to do without assistance, which shall be defined as times when two feet or more of snow falls within a forty-eight (48) hour period. Whenever C.House Property Management determines to retain supplemental employees under this section 7.4.10, before doing so it shall email Association and detail the reasons for its determination, and the number of supplemental employees it intends to retain. Charges for this supplemental work shall be at an hourly rate to be agreed upon in advance by the parties, which hourly rate shall include C.House Property Management payroll costs (including, without limitation, payroll taxes and workers compensation insurance). Such charges shall be invoiced to the Association by C.House Property Management on the first day of each month, as appropriate. The Association shall pay these invoices to C.House Property Management within thirty (30) days of their receipt by the Association. C.House Property Management invoices the Association for this supplemental work shall include detailed itemization of all such work."

"C.House Property Management will notify the Board and confirm authorization prior to hiring snow shovelers for these unique situations. Our estimation of cost for these snow shovelers and the cost of payroll costs, payroll taxes, and workers compensation is \$31.53/hour/shoveler. However, when these heavy storms occur the cost of shoveling may increase. C.House Property Management will always confirm with the Board prior to contracting extra shovelers for extreme snowfall situations. It will always be our priority to provide exceptional snow removal services at the lowest cost possible."

10) C.House Property Management stated their desire to remain as the onsite managers for 5+ years with the required yearly renewal as stated in the HVV CC&Rs. They also provided information on their management experience and the vision that they have for excellence at Hidden Valley.

11) C.House Property Management Stated: "C.House Property Management has changed our original bid of \$10,500/month to \$11,500 per month. The increase in monthly fee represents additional costs of operating our business with respect to hiring one assistant manager and occasional extra snow maintenance workers who will be correctly covered with workers compensation, payroll services and all payroll taxes. C.House Property Management believes that this amount fairly compensates our business as well as employees that we will hire."

Hidden Valley Scope of Services Established 2019 Which all Bidders Received:

Property Management Scope of Services

Management General Duties:

I. Staffing and General Responsibilities:

A. The head onsite manager shall interview, train and supervise all management personnel working on-site in order to operate the complex properly. This includes relief manager, laborers, and other staff.

B. The resident manager shall schedule all personnel on the management staff with approval from the management company.

C. Staff on-site office manager with office hours of 9am-6pm daily with a 5 minute response time. (Duties of the office manager are delineated in section III of this document)

D. Provide on call manager from 6pm-9am with a response time of 15 minutes.

E. Administration and coordination of contracted services, accounting, snow removal, major repairs, maintenance, pest control, painting contractors, etc.

F. Coordinate periodic services such as chimney sweeping, wall heater cleaning annual painting touch up, etc. - Contracted services exceeding \$1,000 will require the solicitation of bids for Board approval.

G. Perform required communication tasks to Board of Directors and the Homeowners via email and posting to the Hidden Valley website including: meeting minutes, meeting agendas, newsletters, monthly financial statements and general information as directed by the BOD.

H. Attend board meetings and other meetings as directed by the board. Not to exceed 10 meetings per year (travel and per diem, to be paid by HOA)

I. Compose monthly property management reports to be delivered to each board member via email.

J. Enforce all policies and CC&R's including animal rules, occupancy limits, quiet times, parking violations and unauthorized use of common areas. Notify BOD of infractions.

K. Special Projects – Manage and coordinate as requested by the Board, services to include; work with vendors to ensure timely and appropriate completion, solicitation of bids, checking contractor references from prior jobs, checking contractor licenses and required insurances, managing project through completion and obtaining all lien releases upon job completion. Obtain bids for Board approval every third year for Reserve Study to be performed. Manage and coordinate performance of reserve study with chosen vendor.

L. Maintain all association equipment, such as but not limited to snow blowers and association vehicles in proper working order. Parts to be paid for by the HOA

M. The resident manager will notify the board of directors of any supplies or equipment required to carry out their management duties and receive approval for such expenditures from the management company. Daily recurring supplies are to be ordered directly by manager, invoices to be delivered to the Management Company, association treasurer, and accountant.

N. The resident manager will make a monthly accounting of the petty cash fund to Management Company, association treasurer and accountant. Amount determined by the board of directors

1) Expenditures: date, amount, reason, payee

2) Receipts: date, amount, reason, source.

O. Upon receipt of statements for any and all purchases of common area supplies, equipment, etc. the resident manager shall approve such statements, then forward on to the Management Company and Board of Directors for review and approval.

P. Receive all association mail and email, open and distribute to the proper recipient.

Q. The resident manager will actively monitor all vendors on the complex, including but not limited to pools, trash, utilities, and snow removal, to the best interest of the complex but excluding those engaged privately by individual owners.

1. The resident manager shall report to the Management Company and Board of Directors any deficiencies in the quality of the vendors' performance.

2. The resident manager will coordinate timely payments to vendors with the office manager after satisfactory completion of work.

R. The resident manager must approve all work performed for the common area. Major technical projects (such as a roof replacement are excluded and must be approved by the BOD.)

S. Resident manager or assistant manager are expected to provide the following services in addition to routine maintenance and management chores:

1. Be on call for onsite emergencies after normal hours.
2. Answer incoming calls during business hours.
3. Be available to assist in all operations of project when necessary.

T. Monitor use of recreation areas

II. Managers Residences

A. Hidden Valley Village management team of two workers will be provided with the two bedroom, two bath, residence located above the office at Hidden Valley Condos. Electrical and propane utilities for this unit will be provided by the HOA. Management is expected to maintain the residences in excellent condition and repair. The Residence is subject to inspection (with notice) by the Management Company and Owners Association Representatives.

B. Hidden Valley Village assistant managers will be provided with a Studio apartment. Electrical and propane utilities for this unit will be provided by the HOA. Management is expected to maintain the residence in excellent condition and repair. The Residence is subject to inspection (with notice) by the Management Company and Owners Association Representatives.

III. Office Operations and Responsibilities

A. Open office daily and maintain established hours of availability by personal presence or access via cell phone.

B. Sort any incoming mail and email and complete any necessary owner communications.

C. Establish, maintain and update individual owner unit files and records as needed

- D. Update common area files and records
- E. Administrate any reasonable occupant/owner requests or problems according to policy
- F. Answer telephone and email deliver emergency messages using cell phone contact or personal contact as necessary.
- G. Check voice mail and email approximately every two hours during the established office hours.
- H. Maintain and update "facilities" turnover book. Book to include locations of light timers, water timers, hose bibs, water shutoff valves, Propane Tank valves, related spa & pool information, and other like information not so listed.
- I) Establish and maintain a key log
- J) Establish and maintain a master calendar recording all unit occupancies.
- K) Establish and maintain a unit inspection (walked units) log.
- L) Review the monthly financial report and notify the association treasurer of any delinquencies or discrepancies in payment amounts.
- M. Maintain a Posting of all State and Federal Labor Regulations required by law.
- N. Keep a log of written complaints filed by owners or occupants. Provide complaint forms to owners/occupants as requested by complainant. Maintain a log of complaints and forward dated complaints to Management Company and the designated board representative for TOML Quality of life Ordinance - complaints of non-compliance and nuisance committee chair.
- O. Notify the TOML, unit owner, and board of directors of violations of town ordinances.
- P. Notify the Board of Directors, and unit owner of violations of the Bylaws, CC&R's, or Operating Rules.
- Q. Maintain files onsite for all association vendors.
- R. Provide all receipts, and invoices from vendors with notation of nature of expense to Management Company, association treasurer and accountant.

S. issue keys and parking passes to guests when notified by owners or rental agencies.

T. Provide the BOD with a monthly water usage report using the municipal water districts website.

IV. Project Maintenance

A. Pool, Jacuzzi, Sauna, Common area facilities, the resident or relief manager will:

1. Clean recreation areas, laundry rooms and storage rooms as required to maintain a neat and acceptable appearance including:
 - a. Clean and restock bathrooms and business office daily. Supplies provided by HOA.
 - b. Remove trash from all public areas daily
 - c. Vacuum interior common areas
2. Monitor pool systems and timers **daily** and clean pool and spa equipment areas. Cover pool and Jacuzzis during hours that they are closed. Periodically remove filter grids and scrub clean. If grids are torn they are to be replaced. Change sand in sand filters as needed (about once every other year)
3. Test and record pool and spa water chemistry info **daily**. Monitor pool and spa water temperatures. Appropriately set heater and pump timers
4. Be alert for safety hazards around pool and spa areas, including uneven pavements, broken glass. Notify BOD if a vendor is required.
5. In winter, be sure that pool water surface does not freeze and circulating pumps operate frequently. There is to be a three-foot clear walkway around the pool and spa perimeters for outside facilities.
6. Lock down pool and spa area nightly at established closing time.
7. Minor Repairs – Service boilers per equipment requirements and specifications. Contract for annual inspections per state requirements
8. Energy Management – Monitor temperatures of spas for safety and efficiency daily, and cover spas daily
9. Pool and Deck Areas – Empty trash wipe tables and chairs daily; sweep deck and clean furniture as needed

B. Grounds and Landscaping

1. Minor repairs and maintenance of all doors, hardware, signage, walls and trim (touchup painting), light bulb replacement (light bulbs, parts and equipment for repairs or replacement provided by HOA)

2. Check, clean and replace batteries in smoke detectors in common areas bi-yearly

3. Check fire extinguishers yearly and service as required.

4. Perform services such as touch up painting, and deck painting as needed during spring and summer months

5. Make daily inspection of the grounds to remove trash, pine cones, pet waste, and debris and sweep walkways. Driveway, and tennis courts to be swept as needed when there is no snow on the ground.

6. Service grounds to the extent required with the tools provided by the association in order to keep the grounds in a neat and acceptable appearance.

7. Make minor repairs with tools and equipment provided by the association in any common grounds and facilities as required, including accessible touch up painting.

8. Major repairs must be authorized in advance by the Management Company and HOA board of directors.

9. Make an evening walk-through of the common area stairways and unit entries at least two times per week to change any light bulbs as required. Be energy conscious

10. Seasonally adjust all time clocks for common area lighting

11. Constantly observe common areas for potentially hazardous obstacles and objects such as ice, icicles, exposed electrical wires, pine cones and other tripping hazards, etc. and take proper precautions.

12. Spring/Summer Driveway maintenance:

a. Inspect driveway in early spring for cracks, and damage. Repair as necessary

b. Contract with vendor to have driveway slurry coated every even numbered year (ie. 2020, 2022, 2024...)

c. Coordinate and supervise contractor performance and issue timely notification to homeowners as to when driveway work will be done.

d. repair and paint block walls that get scraped by loaders during the winter.

13. Weed flower areas as needed
 14. Water, trim, and prune all plants and shrubs requiring such care
 15. Fertilize when necessary
 16. Maintain irrigation system and notify Management Company and Board of Directors if professional attention is needed
 17. Patrol property for animal droppings
 18. Spring Clean-up – Remove snow stakes, execute landscaping repairs as required, prune trees, rake planted areas
 19. Continually check sprinkler timing and direction for optimal functionality
 20. Irrigation System for office planter – Activate in the spring, set timers to maintain landscaping in a water efficient manner, repair and maintain sprinkler heads and system as needed (parts to be supplied by the HOA)
 21. Annual Planting/Replacement – Plant and replace trees and plants as required and approved by the Board of Directors (plants and trees to be supplied by HOA)
 22. Trees shall not be removed without prior approval of the board unless they are in eminent danger of falling.
 23. Winter Preparation – Stake trees, pathways, shrubs and driveways, fire hydrants and electrical transformer to protect and delineate for snow removal, store picnic and barbeque equipment; winterize irrigation system, remove and store parking barricades (railroad ties)
 24. Summer Preparation – Set up picnic and barbeque equipment install parking barricades (railroad ties) Games on tennis courts area.
- C. Snow Removal: It is the HOA's goal to have stairs, walkways and the driveway passable at 7:00 AM and 4:00 PM during snowstorms. At times this will require management to operate the truck plow periodically throughout the night and day. Manager and Relief Manager will:
1. Operate hand snow-blower, truck with plow, and other mechanical equipment provided by the association.

2. Shovel all walkways, stairways, and pool deck as necessary during and following snowstorms.

3. Remove all ice build-up as necessary and where able. Apply ice melt as needed

4. Solicit and present bids for snow removal companies (3 minimum) to HOA Board annually by September 15.

5. Monitor snow removal companies (loader service, ground and roof shovelers) when weather and conditions dictate

6. Observe snow and ice build-up on roofs and organize/supervise outside vendors when roof shoveling is required. Management is expected to find the most cost effective means of having roofs shoveled.

7. Management must coordinate and supervise contractor performance for any additional hand snow/ice removal labor required to minimize additional cost to the association.

V. Project Security

A. The resident manager/relief manager shall, as a high priority item maintain security of the complex including, but not limited to:

1. Periodic, daily and nightly inspections of the grounds.

2. After closing the pool and spa each evening the manager or relief manager shall walk through common areas to ensure the security of facilities. This includes, but is not limited to checking the bear proofing of the dumpsters, and compliance with quiet time.

3. Control of parking areas. Vehicles must display HVV parking passes. Unauthorized visitors and parked cars are to be notified. The Board of Directors and owners of units with guests who do not display parking passes or have more than two vehicles are to be notified by management.

4. Notify the BOD, Management Company and office manager as well as the unit owner of any violations of the association's bylaws, CC&R's, or rules and regulations by unit owners or their guests.

VI. Owner Services

A. The resident manager/relief manager will walk all unoccupied units for security purposes once per week. In the event of extremely cold weather management will inspect units more frequently, primarily to look for frozen pipes, leaks and open windows. Management will adjust heaters as weather conditions dictate.

B. The resident manager/relief manager will report any observed damage or maintenance problems to the owner of the unit, the board of directors and the Management Company as soon as discovery is made.

C. Managers or Relief managers with authorization of the Management Company shall order repair of physical damage or problems deemed crucial, even when owner cannot be contacted and further damage to property could result from inaction.

D. The resident manager/relief manager will assist individual owners by recommending maintenance, firewood or any other service entities which they may need.

E. Rental programs: The resident managers/relief manager will not perform any services beyond issuing keys and parking passes to Hidden Valley Guests. Management is instructed to direct renters to the agency/owner that they used to rent their condominium. In the event of an emergency, such as broken pipes, staff will perform emergency measures and notify the owner that action is required.

F. Managers will coordinate owner requested unit repairs as needed; interface with owner authorized contractors or vendors for timely access

G. Office manager will issue Keys and parking permits to owners or owner authorized agents/guests.

Item 2, Pet Committee Report:

Background procedure for making a change in the CC&R's

Changes to the CC&R's require a majority of the voting power of the association. (43 yes votes)

Step 1 is to draft the language that you want for the change

Step 2 is board approval of the recommended change

Step 3 is to submit the language to the HOA Attorney (Tim Sanford) for review and possible re-write

Step 4 is board approval of the legal re-write

Step 5 is sending the CC&R change to Butners office to prepare the ballot, voting instructions, and mailing packets to owners (this can be done along with the annual owners packet in Nov. or it can be done separately

Step 6 is following all of the new voting rules required and adopted in 2020.

Step 7 if the CC&R amendment passes it must be recorded with the county this is done by the attorney and Butners office at an additional legal fee.

PET RECOMMENDATION LANGUAGE – REVISED 2/25/21

CC&R Language – Page 2

Rules, Regulations, Policies and Procedures – Page 3-4

Welcome Letter Language – Page 5

COMMITTEE RECOMMENDATION

After much consideration, we have chosen to allow common household pets for all owners, tenants and short-term rental guests. The bottom line came down to enforceability and responsibility.

1. We wanted to give owners the opportunity to be honest and upfront with management about guests staying on property with pets. Currently, owners who want to allow guests to have pets on property are easily able to fabricate service dog forms to “allow” pets. Our new rules will allow owners to choose if they wish to allow guests/short-term renters to bring pets to

Hidden Valley in a responsible way. The unit owner is ultimately responsible for all fines that may be charged to guests/short-term renters for irresponsible pet owner behavior and pet behavior.

2. Provide a set of rules that is easily enforceable by management without putting them in an awkward position. We focused on safety, responsible pet owner behavior and pet behavior, and the reality that the Town of Mammoth Lakes is a pet-friendly destination.

3. Owners who choose to allow guests/short-term renters to bring pets to Hidden Valley will be able to further limit the number of pets per guest based on their own desire to preserve the interior of their unit. Responsible pet owners with more than one pet should not be automatically in violation of CC&Rs if multiple pets are part of the household visiting/residing in the unit. There can be three well-behaved dogs in a unit while there is one dog in another unit which barks excessively.

4. The Service Dog registration was kept in the rules to differentiate between dogs that are allowed in certain banned areas (like the pool) and others who are not allowed in specific areas.

CC&R LANGUAGE

7.6 Animals: No animals of any kind shall be bred in any unit, or on any portion of the property. A maximum of three (3) usual and ordinary pets, such as dogs and cats are allowed in units provided they have proper registration on file with management and are kept under control at all times. All owners who have an ordinary pet(s) in a unit, or who allow guests or tenants who have an ordinary pet(s) in a unit, must maintain a policy of liability insurance with coverage of at least five hundred thousand (\$500,000). Notwithstanding the foregoing, no pet may be kept on the

property which is obnoxious or annoying to other owners or occupants. No pet shall be allowed in the restricted common areas, such as pools, saunas, jacuzzies and indoor common areas. No owner shall allow his or her dog to enter the common area except on a leash. After making a reasonable attempt to notify the animal's owner, the association may cause any unleashed dog found within the common area to be removed to a pound or animal shelter under the jurisdiction of the Town of Mammoth Lakes, or the County of Mono, by calling the appropriate authorities, whereupon the owner may, upon payment of all expenses connected therewith, repossess the dog. Pet owners shall promptly clean up any mess left by their pet(s). Both pet owners and owners of the unit occupied by the pet owner shall be jointly and severally responsible for any damage caused by their pet(s). In addition to other remedies of the association as provided herein, the board has the authority to require pets in violation of this section to be removed from the project and impose other discipline against owners for violation of this section after notice and a hearing as provided in the Bylaws.

HVVOA RULES, REGULATIONS, POLICIES & PROCEDURES ("Operating Rules")

III. Pets

Restrictions on pets are created to eliminate nuisance to others and promote safety. CC&R requirements in section (7.6) allow owners and guests to have a maximum of three (3) ordinary household pet(s) with proper registration on file with management. The following rules governing pets, and pet owner behavior will be enforced by HVV Management. Failing to follow any of the pet rules falls under Operating Rules Fine Schedule:

first offense up to \$250, second offense up to \$500, third offense up to \$1,000.

3.1 Clean Up After Pet

Those attending to pets are responsible for the immediate pick-up and proper disposal of their pet's leavings.

3.2 Pet Noise & Aggressive Action

As judged by management, pet noise must be kept to a minimum to avoid becoming a pervasive nuisance. No pet shall be allowed on premises, in or out of a unit, that annoys or frightens others through noise or aggressive action. Dog owners **MUST BE IMMEDIATELY RESPONSIVE** to such complaints.

3.3 Service Animals

Service Animals are allowed at Hidden Valley Village subject to reasonable regulations. Persons who own service animals must submit the required HVVOA "Service Dog Registration Form" to the onsite manager. It is a crime (misdemeanor) for someone to lie about whether his or her animal is a legitimate service animal (Penal Code Section 365.7).

3.4 Leash Law in Effect

Mammoth Lakes Leash Laws [insert law code number here] will be enforced within the common areas. Loose dogs shall be reported to the Mammoth Lakes Animal Control for collection after a reasonable attempt has been made to contact the owner.

3.5 Pets to be Under Control

No person may allow his/her pet(s) on Association non-restricted common area property unless:

- a. Said pet is restrained by a substantial leash and is in the control of a person competent to restrain such pet; or
- b. Said pet is properly restrained and enclosed in a car, cage or other suitable enclosure.
- c. Dogs taken outside a unit must be leashed at all times and remain in control by the dog's owner to prevent unwanted harassment to others.
- d. Pets must be kept a reasonable distance from those who request that an animal be kept away.

3.6 Pet Registration

All Owners and long-term renters with ordinary household pets shall provide management with the "HVV Pet Registration Form." All owners allowing guests overnighting on the property with an ordinary household pet must supply management with notice of permission and the "HVV Pet Registration Form" prior to arrival.

***** NOTE *****

Definition of short- and long-term renters need to be considered when updating CC&Rs and Rules.

WELCOME NEW OWNERS TO HIDDEN VALLEY VILLAGE

Owners and guests are allowed to have up to three (3) ordinary household pets on property provided proper registration documents are submitted to management and pet rules are followed. Pet registration forms can be

found

here:

<https://www.hiddenvalleymammoth.com/service-dog-registration-form.html>

Email/Recommendations from Management regarding this proposal:

Forwarded Message -----

From: Klark Tapia <oldfaithfulpm@gmail.com>

To: Hidden Valley Condominiums Manager <manager@hiddenvalleymammoth.com>; Hidden Valley Village Board of Directors <bod@hiddenvalleymammoth.com>

Sent: Wednesday, February 17, 2021, 04:20:05 PM PST

Subject: Re: Pet Response

Board,

Pet Rules and guidelines have been set forth by the HVV Association. After reading the proposed options put forth by 4/homeowners we've listed below our thoughts on this matter:

1. HVV already has pet policies in place - Owner's only - 1/pet. We agree that some homeowners 1+ pet should be able to bring "Fido + friend on vacation with their owner. We're ok with this.
2. Family members and or guests of a friend - Maybe yes - again if rules are broken the homeowner is cited and written up using the "complaint" form provided and approved by the association.
3. Our option is to keep Nightly Rentals as is - NO pets allowed.
4. Service Pets and Support Pets are completely different. We know the California Laws. We know the difference between both. We understand the challenges that come with all. A lot of information regarding both on the web and when it comes down to it when rules are put into place people can challenge but a business does have a leg to stand on. For example: New Rules Prohibiting "emotional" support pets from traveling on airplanes with passengers. We're not dumbies here - we had what was supposed to be a "Service Dog" here on property this past weekend. Owner filled out and filed the "service dog" paperwork on the HVV website - we met the less than 1/year old and obviously not trained "pug" dog. Very obvious to us that it is NOT a Service Dog. "People are not honest". Also, had complaints of a barking dog left unattended in a condo. It's very time consuming for management to track down the owners - after knocking on doors, had to make phone calls to 2/reservation companies trying to locate the dog. Not to mention cleaning up after pets on property... it seems everyone thinks dog poop disappears in the snow.

We did some investigating and made contact with several other properties in Mammoth -

1. Most have similar and or nearly the same rules that HVV has already on the books - "Owners Only" allowed at least 2/pets and must abide by all rules put in place.

2. Some properties in Mammoth that DO NOT allow pets impose pretty high fines for instance 1849 Condos, Sierra Megeve Condos, Snowbird Condos impose a very heavy fine of \$1000.00 imposed on non compliant guests who sneak a pet! Homeowners are allowed pets. Service dog owners must provide all proper paperwork not the standard form that HVV asks for upon arrival. Not the proper paperwork the reservation is cancelled immediately - on their website and we called to clarify with onsite management: **NO PETS POLICY**

We DO NOT allow any species of pets. A penalty of \$1000 and eviction will be enacted with no refund.

1849 Mountain Rentals does have service pet units available upon request for properly documented service pets as **defined by the Americans with Disabilities Act.** Service pets must be approved when the reservation is made. Emotional support animals are not permitted. Guests with pets on the property that have not been approved by the front desk will be subject to penalty and eviction with no refund.

-Most resorts and hotels have a limited number of rooms designated "pet units".

3. Some properties handle their own property reservations and hotels such as the Weston have weight limits, non-refundable fees and nightly pet fees. This is the same with some condominium properties in which their offices handle all reservations from their own office.

4. Since HVV works with many reservation companies who have honored the NO nightly rental rules that have been put in place here at HVV and it's working, why change. Units are still being rented regardless.

We are pet owners and love our pet as are a lot of homeowners here at HVV but please keep in mind that currently we have 45+ units that rent their units nightly and that could be a lot of dogs on property at any given time especially if you don't limit to 1/pet per unit. Nearly every dog brought on property is left unattended for long periods of time - please keep that in mind.

For what this is worth from an on-site management prospective -

Thank you.

-Karen, Curt & Jorge

I, Klark, agree with management's info above. At all of my other complexes they do not allow renters to have pets. Through previous experiences over the years some renters feel entitled and have nothing invested in the property besides what they paid to rent the unit and do not pick up after their pets. I'm not saying all renters are like this however most that I come across have acted this way and give management a hard time when trying to enforce leash rules and picking up. Again 45+ units that usually rent pretty regularly each with a pet or 2 would be a lot of poop to deal with haha. Also, not to mention the inside of these rental units would more than likely get a lot of wear and tear. Not all people have well trained animals and usually pets like to mark over other markings. Leaving the pets inside units unattended while people go up to ski or eat also causes an issue of barking and scratching at doors as well. I'm not saying this doesn't happen with owners' pets because I have witnessed this too. However, the board makes the final decision on rules and regulations and we will follow whatever the outcome might be.

Klark and Sarah Tapia

Old Faithful Property Management

Po Box 2183

Mammoth Lakes, Ca 93546

(805) 453-6721

oldfaithfulpm@gmail.com

www.oldfaithfulpm.com

Item 3, Snow Removal Feb. 2021 Report

An error in protocol was made when approving the roof shoveling that occurred in Feb., 2021. The recent roof shoveling expenses should have first been approved by the entire board. Instead, President, Ruth Wheeler gave Klark the go ahead to contract roof shovelers when asked while she was on property during the ten foot storm. Ruth did not realize that board approval was necessary for this type of urgent maintenance. She gave him the go ahead, because we were looking at extreme snow loads on the roofs and a possibility at that time of more snow storms. As it turned out we did get a break in the weather and some snow melt. The buildings with ice dam issues were taken care of. Onsite management sent the roof shovelers home early. The cost of roof shoveling was between \$13-14,000. Ruth would like to set up a protocol for roof shoveling for heavy snow storms that is similar to the way we handle Architectural approvals. A quick email to the board requesting approval rather than calling a special meeting.

Here is a Suggested Motion: Use the following protocol when urgent snow removal is needed at Hidden Valley: 1) Management submit snow removal request to the entire Board via email 2) All board members reply with approval or disapproval within 24 hours. 3) If no rejection emails are received by management or as soon as at least 4 board members reply with approval management may proceed with contracting shovelers 4) Formal approval at next open meeting is voted on by board.

This is the information that I was aware of when I gave the go ahead to Klark to schedule the roof shoveling.

Historical Roof Snow Load information for Board, Management, and Owners:

Winter of 2016-17-

-Roof shoveling was finally completed after damage to buildings occurred. There was a delay by onsite management to get shovelers scheduled. (MRB had resident managers Matt and Jessica quit with 2 weeks notice in Feb., by the time MRB tried to contract shovelers they were booked up)

-Significant damage to roofs and interiors of units. Insurance claim was filed so most repair costs were covered. (We are still dealing with some of the interior damage.....reference recent repair request of unit 37, and repair payment to unit 105)

-cost of roof shoveling for the year totaled about \$91,000

-Special Assessment was levied.

Winter of 2018-19

-Resident homeowners Walters, Miller, Mueller and full time tenant Noreen contacted Steve Black directly and requested he get the roofs shoveled (Jeff Fulton was manager at the time. He did not notify Steve Black of the situation or request shovelers)

-Roofs were shoveled in a timely manner

-Minimal damage to roofs which included fascia repairs on buildings A and J and some water damage to unit 102 in J (interior West side wall) and Unit 6 (water intrusion caused by snow build up and melt against the South facing loft window)

-Cost of roof shoveling for the year totaled \$46,638

-Special Assessment was levied

-Additional historical facts.

A) Snowfall Data 2011-2020

Snow Year Jan.-Dec.	Snow Days*	Big Storm Days 1 foot+	Total Inches for year	50"+ Months	75"+ Months	100"+ Months	125"+ Months	150"+ Months	Roof Shoveling
2020	?	1	210						

2019	24	12	536	3		1-(9 3")		1-(207 ")	Yes/\$46 ,638
2018	31	10	301	1			1-(1 42")		
2017	41	21	555. 5	1				2-(163 ,245)	Yes/\$84 ,827
2016	38	8	339. 2		2	1-(11 0)			Yes/\$62 40
2015	25	7	226. 4	2					
2014	21	5	269. 6	3					
2013	16	0	127. 5	2	1				Yes/\$11 00
2012	38	15	292. 2						

*Snow days are calculated using Mammoth Ski area days of 3" of snowfall or more

B) Bid from Freeman for roofing repairs covered by the 2017 insurance claim. \$8,765 for roofing and chase repairs. One additional chase was fixed by a general contractor. (Total insurance claim for all complex damages due to winter storms was \$22,255)

C) Anecdotal information that has been passed down by word of mouth:

1) Celia Hamilton is the engineer who designed the walkways and stairs that were built after a complete collapse of the stairway on the East side of building J.

2) Her instructions to the board and management at the time was that the new walkways and stair structures, along with our roofs should be shoveled when the snow load reached about 6 feet (half way up the loft windows)

3) Snow load is a factor of both depth of snow and density. Snow that has settled for a couple of days is denser than the fresh foot or two on top of it.

4) Ice dams and the water associated with the ice dam is the "stuff of roof failures"

4 Stone Mountain Proposal for on-site reserve study as required every 3 years:

By selecting 8 week turn around and paperless report we save \$500

Stone Mountain Corporation
Reserve Studies

March 16, 2021

Hidden Valley Village Owners Association

c/o Ruth Wheeler, President & Butner HOA Services

2 Oak Tree Place

Mammoth Lakes, CA 93546

Subject: Reserve Study Proposal for **Hidden Valley Village Owners Association**

Dear Ruth, Cindy & Board of Directors,

Thank you for your continuing interest in our reserve study services for **Hidden Valley Village Owners Association**. As it has been 3 years since your last reserve study was done in 2018, we hereby submit the following quotation for an on-site reserve study as required every 3 years per [California Civil Code 5550](#):

Economy Turnaround (8 weeks)	<p>**Order a**</p> <p>“Paperle ss Reserve Study” and Save \$100</p> <p>We email you a PDF file of the reserve study, no hardcopi es.</p>
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	\$ 3,350
Standard Turnaround (4 weeks)	\$ 3,750
Priority Turnaround (10 days)	n/a

(NOTE: We plan to be in Mammoth in late April to do 2021 Reserve Studies site visits)

This fee includes:

On-site inspection of the reserve components the association is obligated to repair or replace.

- Long-term cash flow analysis using our proprietary reserve analysis software.
- A 30+ page bound Reserve Study delivered to your association, complete with executive summary, cash flow analyses, and graphs for review by your Board of Directors.
- One revision to the draft copy of the reserve study, if necessary. The revision process gives the Board an opportunity to provide additional input that might not have been conveyed by association representatives during the on-site inspection.

Note also that since January 1, 2007, Assembly Bill-2100 changes to the California Civil Code require specific reserve study calculations and additional disclosures (see attachment).

Our reserve studies provide the information you need to ensure compliance with [California Civil Code 5550](#) which requires a reserve study every three (3) years. Note that Civil Code 5550 requires *“a reasonably diligent visual inspection of the accessible areas of the major [reserve] components which the association is obligated to repair, replace, restore, or maintain...”*

Visit our website for more educational information and a sample reserve study at:

www.SmartReserveStudy.com

In order to commence with the *on-site* reserve study, we will need the following:

- Signed Reserve Study Agreement
 - Retainer fee of 50% of total reserve study fee (balance due upon completion of study).
 - Association financial data (fill out table of information on first page of Agreement)
 - Access to a copy of as-built plans (if requested by us).
 - Access to a copy of governing documents (if requested by us).
 - Prior reserve study (if available).

Our reserve studies are easy to read and understandable. *We are one of the few companies that uses true cash flow optimization analysis to determine the correct reserve funding level.* We think you will be pleased with our product and we look forward to working with you.

Best regards,

Chris Andrews

Following is a partial list of (94) HOA reserve studies we've done in the **Mammoth Lakes** area:

<ul style="list-style-type: none"> · The VILLAGE at Mammoth · The WESTIN Monache · 1849 Condominiums · Altis Owners Association · Aspen Village at Mammoth Creek · Bigwood HOA · The Cabins at Crooked Pines · Chateau D'oex · Chateau Sans Nom · Chateau de Montagne · Courchevel HOA · Crestview HOA · Crooked Pines Homesites · Diamond Run HOA · Eagle Run at Juniper Springs · Edgewater at June Lake HOA · Fairway Ranch HOA · Forest Creek HOA · Gray Fox HOA · Greyhawk HOA · Heritage HOA · Hidden Valley Village OA · Horizons 4 HOA 	<ul style="list-style-type: none"> · Mammoth Crestview · Mammoth Fireside · Mammoth Green at Sierra Star · Mammoth Pines · Mammoth Point · Mammoth View Villas · Mammoth West · Manzanita Crest HOA · Meadowridge · Meridian Court · Mountainback · Mountain Meadows-Crowley · Red Slate HOA · San Sierra OA · Shadowwood HOA · Sherwin Villas OA · Sherwin Plaza III · Sherwin Professional Plaza · The Plaza (Commercial) · Sierra Megeve · Sierra Manors · Sierra Park Villas · Sierra Star Master Association 	<ul style="list-style-type: none"> · Snowcreek – V Fairways II · Snowcreek VI – Lodges · Snowcreek VII - Creekhouse · Snowflower at Mammoth · St. Anton OA · St. Moritz Villas · Stonegate Mammoth OA · Summit Condominiums · Sunrise at Mammoth HOA · Sunshine Village · Sunstone at Juniper Springs · Tallus Residence Club · Tamarack HOA · Tennis Village OA · The Woodlands HOA · Timber Ridge Villas · Timbers at Sierra Star HOA · Tyrolean Villas I · Tyrolean Villas II · Tyrolean Villas III · Tyrolean Villas IV · Villa de los Pinos
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<ul style="list-style-type: none"> · Juniper Crest OA · Juniper Springs Lodge · Joaquin Villas HOA · Krystal Villa East · Krystal Villa West · La Vista Blanc · La Residence IV & V HOAs · Mammoth Creek HOA 	<ul style="list-style-type: none"> · Sierra Suns Association · Sierra Manor HOA · Silver Bear · Snowcreek - I · Snowcreek – II · Snowcreek – III · Snowcreek – IV · Snowcreek – V Fairways I 	<ul style="list-style-type: none"> · Val D’Isere OA · Western Slopes Villas · Whiskey Creek, Crowley Lake · Wilderness View HOA · Wildflower HOA · Woodwinds at Sierra Star · Aspen Peak HOA · Birch Creek HOA · Gray Bear at Mammoth HOA
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This offer is good for 90 days.

**Stone Mountain
Corporation**

Reserve Study Agreement

This agreement is between Stone Mountain Computing Corporation, hereinafter “**SMC**”, and **Hidden Valley Village Owners Association**, hereinafter “**CLIENT**” whereby CLIENT agrees to engage SMC’s services to provide a Reserve Study subject to the following terms and conditions:

SMC Agrees to:

- Perform a site inspection at the CLIENT’s premises to produce a reserve component inventory.
- Confer with one or more representatives of CLIENT to gather pertinent financial data and past repair/replacement history.
- Analyze cost and financial data using reserve analysis software.
- Produce a 30-year cash flow analysis showing future reserve expenses versus projected reserve account balances. Optimized Funding Projection determines reserve funding recommendation that should fund anticipated future expenses.
- Produce printed graphs showing projected future expenses and reserve balance over a 30-year period.
- Produce a summary of findings indicating whether a funding increase or decrease may be necessary, the optimal reserve funding to meet future reserve capital expense requirements, the minimum projected reserve account balance in the 30-year period, and, in some cases, whether a special assessment may be needed to fund future expenses.
- Send final draft of the completed reserve study to CLIENT within the Reserve Study Completion Period stipulated by the payment plan chosen by CLIENT (see below). The Reserve Study Completion Period commences with the latter of: i) receipt of all requested information from CLIENT or ii) date of on-site inventory.

SMC requests the following in order to commence work on the reserve study:

Association financial data (PLEASE FILL OUT THE FOLLOWING TABLE OF INFORMATION):

Reserve account balance (estimate your <u>Fiscal Year-End</u> reserve balance):	\$
What is the fiscal year-end date of the reserve account balance shown above?	
Reserve account interest rate (average if multiple accounts):	%
Which IRS tax form does your association file (ask your CPA if you don’t know):	1120 ____ 1120-H ____
How much money does your association currently <u>budget</u> for reserves per year?	\$ /year

- Prepayment of 50% of the reserve study fee quoted by SMC.
- A copy of the most recent reserve study (if a study has been done by another company or by your association).
- A copy of the Association's governing documents (only if requested).
- A copy of as-built plans (only if requested).
- Pertinent repair/replacement records and invoices when requested.

Conditions:

SMC's Reserve study fee schedule and Reserve Study Completion Periods for your association:

Order a

"Paperless Reserve Study"
Subtract \$100 from cost

We email you a PDF file of
the reserve study, no
hardcopies.

Economy Turnaround (8 weeks)	\$ 3,350
Standard Turnaround (4 weeks)	\$ 3,750
Priority Turnaround (10 days)	n/a

SMC's reserve study fee for CLIENT is \$_____ (choose one of the above – subtract \$100 if ordering a “Paperless Reserve Study” and write in “paperless” HERE: _____).

A 50% prepayment of fee is required to commence the reserve study. The balance is due upon delivery of the final reserve study report. Delinquent balances beyond 30 days will be assessed at 1.5% per month

Conditions (continued):

penalty. SMC will be reimbursed for costs incurred to collect substantially delinquent balances. Payment of final 50% balance upon receipt of final reserve study report constitutes approval of report results.

ACCURACY OF ESTIMATES: SMC will use reserve component cost estimates from various contractors, costing publications, and SMC's own calculations. CLIENT acknowledges that actual repair/replacement costs may vary to some degree from estimates. SMC makes no representation as to the degree of correspondence between estimated costs and subsequent actual costs. Should outside consultants be required or requested by CLIENT in engineering or cost estimation, said fees shall be paid by CLIENT. CLIENT's authorization will be obtained before said consulting work is done.

ARBITRATION: CLIENT agrees that any claim or dispute resulting from this agreement – except for non-payment of fees specified herein --will be settled by arbitration. Each party shall pay their respective arbitration costs and shall split the cost of a neutral arbitrator chosen by both parties. The arbitration shall be conducted pursuant to California Civil Code of Procedure, Part III, Title 9 and in accordance with the rules of the American Arbitration Association using an arbitrator who has a basic understanding of reserve studies or accounting. Arbitration shall be conducted in Santa Barbara County, unless otherwise agreed to by the parties. The arbitrator shall follow the substantive rules of law and shall conduct summary motions and enforce full discovery as a court would.

SCOPE OF WORK: SMC's quoted fee for new clients is based on site information provided prior to the site visit. If this information is found to vary substantially from the actual site, SMC reserves the right to adjust fees accordingly at SMC's standard hourly billing rates of \$150 per hour to account for additional costing and analysis time.

MULTIPLE SCENARIOS AND DRAFT REVISIONS: The reserve study provided will analyze one set of assumptions about CLIENT's capital replacement plans. Additional scenarios (for example one cash flow analysis showing complete asphalt remove and replace and another showing asphalt repairs only) will be invoiced at SMC's standard hourly billing rates of \$150 per hour. More than one draft revision is also invoiced at the standard billing rate in order to recalculate the analysis, rewrite the narrative, print and send a revised copy if/when CLIENT changes their mind about assumptions, costs, timing that were given initially. Attendance at Board meetings to present and discuss reserve study results after the reserve study draft or final has been provided to CLIENT is not included in the reserve study fee and is only offered if scheduling and travel time permits.

CLIENT OBLIGATIONS: SMC reserves the right to cease work if CLIENT has not fulfilled its payment obligations as agreed to herein.

TIME LIMITS OF ENGAGEMENT: CLIENT agrees to provide timely responses to SMC's requests for pertinent financial information and for Board preferences for reserve expenditure scheduling so that SMC may complete the final draft of the reserve study. Thirty (30) days is considered timely. If CLIENT is unable to provide proper financial information or definitive answers to SMC's requests for information within 3 months from the date of the on-site visit, SMC reserves the right to complete the reserve study with its reserve cost and scheduling information and invoice the CLIENT. Requests for updated reserve studies 6 months (or more) after the site visit are considered to be “reserve study updates” and are billed at the normal annual reserve study update fee, usually at about one half of the cost of a reserve study with an on-site visit.

ACCURACY OF INFORMATION PROVIDED BY CLIENT: In the event CLIENT provides inaccurate or incomplete information, CLIENT will not hold SMC liable for an inaccurate reserve analysis resulting therefrom. SMC has no obligation to update the final reserve study to incorporate circumstances that occur after the final reserve study is sent to CLIENT unless both parties agree that such update will be done at SMC's standard hourly billing rates.

LIMITATION OF LIABILITY: CLIENT and members of CLIENT's association and CLIENT's agents will not hold SMC liable for any special, indirect, incidental or consequential damages arising out of the use or interpretation of the reserve study produced by SMC. CLIENT understands this reserve study is a financial planning document and is not to be used as a stand-alone maintenance guide and will ultimately consult specific contractors to determine actual repair/replacement timing, costs, and methods. CLIENT expressly acknowledges that the extent of SMC's liability under this agreement shall in no event exceed the cost paid by client for the reserve study. CLIENT agrees to accept a full refund of fees paid to SMC as the entire settlement for all claims made against SMC arising from the use or interpretation of the reserve study

SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Acceptance by CLIENT (please fill in and sign here):

Association name _____ **Hidden Valley Village**
Owners Association

Address c/o Butner HOA Services P.O. Box 1999

City, State, Zip Code _____ Mammoth Lakes, Ca _____ 93546

Phone _____ 760-934-4920

Represented by

Signature

Title _____ Date

Item 5: Item Minutes For Feb 3, 2021 Regular Meeting:

HIDDEN VALLEY VILLAGE OWNERS ASSOCIATION-Board of Directors Regular Meeting DRAFT MINUTES

Date of Meeting: Wednesday, February 3, 2021 Time: 7:00 PM

A. Call to order by President Ruth Wheeler-7:04PM

B. Roll call. Record Board Members, Management, owners and guests, present: Board Members: Ruth Wheeler, Jeff Risse, Kinoka Ogsbury, Debi Bell, Matt Desario, Jim Murphy, Management: Klark Tapia, Homeowners: Karen Shorr Unit 8, Debra Martin Unit 40, Laura Samuelson-Tikunoff unit 38, Jeff Alger Unit 42, Tricia Gomez Unit 43, Dominga Opazo Unit 15

C. Announcements/Orders of the day/Items discussed in Executive Sessions:

-Orders of day: Hard stop at 8:30. In an attempt to shorten meeting time we have a consent agenda for routine actions and informational reports. The consent agenda is posted on the website and open to all owners for review. The Board is not trying to avoid transparency with owners just trying to speed up the meetings.

-Items discussed in Exec session 1) hearing for nuisance complaint, 2) Fine and delinquent owner collections 3) Reviewed bids for Common area exterior doors,

D. Adoption of Consent Agenda by general consent: Item 1) 12/28/2020 minutes, Informational Reports: Item 2)Homeowner Welcome letter Item 3) SuddenLink Report. The consent agenda is attached to the minutes (Attachment #3) and posted on the HVV website: hiddenvalleymammoth.com

- E. Homeowner Forum: questions on roof shoveling and door replacement
- F. Resignation of Board Secretary Chalese Miller: Chalese Miller has submitted a written resignation from the board and the position of secretary.

MOTION: Ruth Wheeler; Move to appoint Laura Samuelson-Tikunoff to the HVV Board of Directors

Second: Jeff Risse

Passed 6-0

MOTION: Ruth Wheeler; Nominate Laura Samuelson-Tikunoff to the position of Secretary

Second: Jeff Risse

Passed: 6-0

Reports and Action Items

A. Treasurer's Report-See Attachment #1

1) Warnings and Fines: One outstanding fine of \$750 unpaid

2) Board Review and Approval of Treasurer's Report.

MOTION: Motion: Kinoka Ogsbury: Move that we transfer \$40K of excess operating funds from 2020 to the Contingency Fund to cover snow removal and other unexpected expenses.

Second: Matt Desario

Passed: 7-0

Action Items:

-Kinoka will look into having Butners provide us with a Monthly Financial Report absent owner personal information that we can post on our website

-15 unit owners were in arrears in Dec. for small amounts related to bulk cable, and pellet stove cleanings. Kinoka will email these owners to remind them to clear up their accounts.

MOTION: WHEELER; Accept the Treasurers report

Second: Jim Murphy

Passed: 7-0

B. Architectural Executive Committee Report

1. Homeowner Work Request Approvals

MOTION: Jeff Risse Approve work requests for: Unit 118-fireplace replacement, Unit 121-windows, Unit 103-flooring and interior repairs due to water heater leak in an adjacent unit.

Second: Matt Desario

Passed: 7-0

Discussion and Resolution of Violation of Architectural Flooring Rule:

New owners of unit 15 installed a floor without the required underlayment. Jeff explained the error. The owner was present at the meeting. The Rules were included in the escrow papers that were received on close of escrow, however the owner did not read them due to the volume of paperwork. The owner clarified that the unauthorized work in the condo was unintentional and the owners will file a Work Request, pull up the floor and put down the required underlayment by the end of summer.

2. New Homeowner Escrow Packet

MOTION: Ruth Wheeler; Submit New Owner instruction/welcome letter to Mary Stanley at Butner's for inclusion on the first page of the escrow packet and Instruct management to email and mail it out to new owners immediately upon receiving contact information for all new owners.

Second: Jeff Risse

Passed:7-0

MOTION: Matt Desario; Laminate the New Owner letter on bright colored paper and have management place it in a prominent place in any unit immediately when it has sold.....The laminated letter should have instructions to have the owners return it to the office.

Second: Ruth Wheeler

Passed: 7-0

Reason/Discussion: The Escrow packet is very long. In order to improve communication for new homeowners and guide them to work with our management team from day one. Karen worked with past president, Tony Cole to develop an updated owner welcome letter which is provided in the Consent Agenda.

C. Rules Enforcement Executive Committee Report-None

D. Management Report: Management submits a Daily Log sheet which is for Board Only viewing because it has some owner references and bid amounts. Management also provides a written monthly management report with maintenance and general information for all owners. It is posted to the website after board approval.

MOTION: Ruth Wheeler; Accept the Management Report

Second: Debi Bell

Passed: 7-0

1. Crawl Space accessibility for all buildings

MOTION: Owners of units: 41, 129, 123, and 105 Must allow access through their units for below building maintenance as provided in original building plans at all times.

Second: Jeff Risse

Motion Withdrawn. Matt will send an email to the 4 unit owners by Sunday Feb 7. There are 4 separate issues:

Unit 41-Crawl Space Hatch obstructed by floor installed by owner

Unit 123-Crawl Space in a locked closet

Unit 129-Owners have requested that management not use the crawl space located in their closet.

Unit 105-Owners accept responsibility to allow management to use the crawl space hatch for necessary maintenance issues.

MOTION: Ruth Wheeler: Instruct management to equally enforce the heating of all units to prevent pipe failure due to freezing.

Second: Jeff Risse

Passed: 7-0

Reason/Discussion: Some owners were requesting management to leave their heaters turned off to save on personal electric bills. This puts an undue burden on adjacent units and violates sections 2.3 and 2.4 of the CC&R's

E. Possible Tree Removals: 1 Bid from Tree service Supplied by Management for removal of 3 trees that might be a fall hazard to adjacent buildings and pool.

MOTION: Matt Desario; requested that management get a second assessment of hazardous trees on the property. Request that management not identify specific trees.

Second: Laura Tikunoff

Passed: 7-0

F. Possible Action on 2021 Reserve Line item for Exterior Door Replacement on buildings A-F

MOTION: Jeff Risse; Have management identify which doors are in need of replacement

Second: Matt Desario

Passed: 7-0

G. Action Items:

-Ruth will instruct Cindy Butner to schedule Chris Andrew's from Stone Mountain for a spring site visit for the reserve study. He will then prepare a report sometime in the early summer.

-Matt will prepare a report for the April consent agenda for Video Ring Doorbells.

Meeting adjourned: 9:15PM

Item 6, Treasurer's Report:

Item 7, Managers Reports for Feb. and March:

MARCH 2021 MANAGER REPORT – HIDDEN VALLEY CONDOS = 84/UNITS

: _____ RENTAL COMPANIES WHO WORK W/HVV OFC ON REGULAR DAILY BASIS = 11 (added 1/new)

: _____ # OF LOCAL/MAMMOTH RENTAL COMPANY UNITS = 24

: _____ # OF HOMEOWNER RENTAL UNITS (VRBO, AIRBNB, ETC.) = 24

: _____ MARCH OWNER ONLY NIGHTLY STAYS = 235

- TOTAL : MARCH RENTAL NIGHTLY STAYS (INCLUDE LOCAL/MAMMOTH RENTAL CO'S & OWNER NIGHTLY RENTALS) = 475
- OWNER GUEST NIGHTLY STAYS = 58
- OWNER GUEST NIGHTLY STAYS (KEYS HANDED OUT THROUGH HVV OFC) = 7
- FULL TIME OCCUPIED RENTAL UNITS: 7
- FULL-TIME OWNER-OCCUPIED UNITS: 3

UNITS CURRENTLY LISTED FOR SALE OR SOLD RECENTLY OR IN ESCROW = 0

COMPLEX TRUCK MILEAGE AS OF 3/31/21 = 102135

ONSITE MANAGEMENT WORK SCHEDULE:

CURT & KAREN HOUSE – SUN-THUR. JORGE GARCIA – TUES-SAT.

IN ADDITION TO ROUTINE DAILY DUTIES:

INSTALLATION OF NEW ELECTRICAL PANELS –

- ELECTRICAL PANEL INSTALLATION – BLDG. “D”/BOTH SIDES – MIKE KING, OWNER – 395 ELECTRICAL, INC. – COMPETED.
- INSTALLATION OF NEW PANEL BEGAN 3/16 (PHASE ONE) & FINISHED 3/25 (PHASE TWO).
- MIKE KING WILL CONTINUE INSTALLING THE REMAINDER PANELS (BLDG. B,C,F) IN ACCORDANCE WITH SO. CAL. EDISON AND ARRIVAL OF MORE MATERIALS. (DUE TO COVID SOME PARTS HAVE BEEN PLACED ON BACKORDER – SHOULD BE ARRIVING BY SECOND WEEK OF APRIL).

MIKE FREEMAN ROOFING / CONSTRUCTION BUILT AND INSTALLED THE ELECTRICAL PANEL “WOOD” ENCLOSURE IN ACCORDANCE WITH EDISON’S REQUIREMENTS.

COMPLEX PAINTING UPDATE – SPRING/SUMMER 2021 – FOUR POINT PAINTING CO. -

- JIM WELLS, OWNER AND FOREMAN, CARLOS HAVE CONTINUED CORRESPONDENCE WITH ON-SITE MANAGEMENT REGARDING UPCOMING PAINTING OF BLDGS: D,E,F,J & POOL BLDG. CARLOS VISITED THE PROPERTY MARCH 29TH INSPECTED SNOWPACK & CHECKED WHERE SNOW IS MELTING AND RECEDING FROM THE BUILDINGS. HOPEFULLY, WEATHER PERMITTING START DATE WILL BE END OF APRIL – BEGINNING OF MAY. WE WILL CONTINUE TO CORRESPOND WITH EACH OTHER WEEK BY WEEK AND WILL NOTIFY AND KEEP ALL HOMEOWNERS OF THESE BUILDINGS INFORMED AND UPDATED ON START DATE AND PROGRESS OF PAINT SCHEDULE.
- NOTE: POOL AREA WILL BE FIRST ON LIST TO BE PAINTED.

DUMPSTER FIRES –

- CONTINUES TO BE AN ISSUE WITH 4/DUMPSTER FIRES ON PROPERTY DURING THIS COLD SEASON. EVEN AFTER PLACING NEW SIGNAGE ON THE SMALLER “ASH CANS” THIS CONTINUES TO BE AN ONGOING ISSUE. ON-SITE MANAGEMENT NOTIFIED LOCAL MAMMOTH RESERVATION COMPANIES (VIA

EMAIL) ASKED TO PLEASE SPEAK TO HOUSEKEEPERS AND MAINTENANCE EMPLOYEES - INSTRUCT THEM TO PLEASE DISPOSE OF "HOT" ASHES & LOGS IN THE SMALLER ASHCANS. HOPEFULLY, THIS HELPS. NOTE: ALL FIRES WERE DISTINGUISHED BY MANAGEMENT WITH THE EXCEPTION OF 1/FIRE - MAMMOTH LAKES FIRE DEPT. RESPONDED.

HUNGRY BEARS & DUMPSTERS -

· IT'S BEEN NOTED THAT WE HAVE AN EXTREMELY LARGE BEAR THAT FREQUENTS IN PARTICULAR THE LOWER COMPLEX (NEAR SPA AREA) DUMPSTER. USUALLY BETWEEN MIDNIGHT & 2AM THIS HUNGRY BEAR STARTS RATTLING THE DUMPSTER AND THEN "TIPS" THE DUMPSTER OVER. EVERY NIGHT AT CLOSING TIME (10PM) WHILE CHECKING COMPLEX THE DUMPERS ARE ALSO CHECK AND LOCKED. AFTER DISCUSSING WITH MAMMOTH DISPOSAL - HVV MANAGEMENT IS NOW PARKING THE COMPLEX TRUCK USING THE PLOW TO BLOCK THE BEAR FROM TIPPING THE DUMPSTER OVER. SO FAR THIS SEEMS TO BE WORKING IN HOPES WILL EVENTUALLY DETOUR THE BEAR FROM HVV PROPERTY...WE'LL SEE!

FRONT DOOR LOCKS - KEYED TO HVV MASTER KEY -

· CURRENTLY WE HAVE A FEW NEW LOCKS AND A COUPLE OLD FRONT DOOR LOCKS THAT STILL NEED KEYED TO THE HVV MASTER KEY. UNITS: 10, 12, 113, 114, 124, 126. (31/LOCK HAS ISSUES) MANAGEMENT WILL AGAIN NOTIFY THE OWNERS TO PLEASE MAKE CONTACT WITH LOCAL LOCKSMITH TO HAVE DONE ASAP.

NEW WORK REQUEST FORMS -

· AS THE WEATHER WARMS WORK REQUESTS FORMS HAVE BEEN COMING INTO THE HVV OFFICE AND FOR THE MOST PART ALL COMPLETED AND APPROVED WORK - HOMEOWNERS HAVE BEEN STAYING IN TOUCH WITH MANAGEMENT WITH WORK SCHEDULES AND UPDATES REGARDING CONTRACTORS. QUESTIONS HAVE BEEN ASKED AND EXPECTING MORE FORMS SOON.

COMMON AREA OPENING UPDATE -

· PHONE CALLS, EMAILS AND VISITS TO THE HVV OFFICE CONTINUE ALMOST DAILY INQUIRING WHEN THE SPAS WILL OPEN. SPAS THAT ARE CURRENTLY OPEN IN AND AROUND MAMMOTH HAVE POSTED SIGNAGE WITH STIPULATIONS REGARDING USAGE. MANAGEMENT HAS KEPT THE SPAS CLEAN AND IN GOOD WORKING ORDER OVER THE PAST YEAR AND ARE READY TO OPEN AT THE BOARD'S DIRECTION.

· SAUNAS STILL REMAIN CLOSED DUE TO THE CURRENT "RED" TIER STATUS.

Item 8, Homeowner Work Order Requests/Approval:

- 1) Unit 15 - Install Pellet Stove
- 2) Unit 41 - Replace fixed glass window, "like for like"
- 3) Unit 118 - Replace Door lock/knob
- 4) Unit 123 - Replace Bathroom shower insert (x2)

See "pending approval" items at link below for details

<https://drive.google.com/file/d/1G6CMKOVZZFlgB-xw0bxqapgVvjr89TDj/view?usp=sharing>