

THE 2022 RESERVE STUDY “GARBAGE IN - GARBAGE OUT” FAILURE of 11/26/2021

ABSTRACT

1. Since 2014 all of Capital Reserve Consultants’ (“CRC”) Reserve Studies (“RS’s”) for Bella Vista Homes Homeowners Association (“BVH HOA”) have been unfit for purpose.
2. Despite this fact, Crystal Lake Community Managers (“CLCM”) persisted in awarding contracts to CRC.
3. CRC’s 2022 Reserve Study (“RS2022”) had to be withdrawn because of a “drastically skewed” error in it.
4. Quality Property Management (“QPM”) speciously blames the failure of RS2022 to a homeowner’s “hostile manner”.
5. Since 2015, all of the RS’s produced by CRC are of no use to BVH HOA for financial planning and budgeting.
6. On 22nd June 2021 a homeowner communicated with CRC. (See Appdx. A, Dialog 2). **Eighty-one days later**, on 11th Sept 2021 CRC made an on-site visit to BVH. **One hundred and fifty-seven days after 22nd June 2021, i.e. on 26th November 2021**, QPM reported that the CRC owner had a “stroke” and a “personality shift” when QPM pointed out a drastic error in the 2022 Reserve study. In the same report, QPM implied that the root cause of CRC’s “stroke” and “personality shift” was a homeowner’s “hostile mannered communication”! **Nonsense - the chronological timeline disproves QPM’s implication!**
7. If you **dispute** any of these claims, then read on. **But, if you accept them, you should stop right here and get on with your life!** Either way, feel free to email any comments to **The Contact** at: contact@bvhaccess.com .

BACKGROUND

“**The Contact**” (www.bvhaccess.com and contact@bvhaccess.com) refers you to the “Bella Vista Homes HOA QPM Newsletter” that, on 11/26/2021, Quality Property Management (“QPM”) emailed to the Bella Vista Homes Homeowners Association (“**BVH HOA**”).

Although the bulk of QPM’S 11/26/2021 newsletter repeated all the same material that was in QPM’s previous newsletter of 09/21/2021, the 11/26/2021 newsletter discussed Capital Reserve Consultant’s (“CRC”) 2022 Reserve Study (“RS2022”) in such a bizarre and puzzling manner, that an analysis of it is required.

Oregon Statutory requirements for a Reserve Study (“RS”) are very simply defined in just **1151 words** of Oregon Statutory Law that can be found here in ORS.54.595: https://www.oregonlegislature.gov/bills_laws/ors/ors094.html

QPM’s 11/26/2021 newsletter deals with more than just reserve study matters, so, to save the reader the trouble of finding the relevant text that relates specifically to RS2022 (a.k.a. the “**QPM Text**”) within QPM’s 11/26/2021 lengthy newsletter; here it is **in green italics**:

“Financials/ Reserve Study

The reserve study for 2022 has been completed. Unfortunately, the report that Capital Reserve Consultants released had incorrectly assumed that all roads within the Bella Vista Community were private roads. This mistake skewed the numbers drastically as the HOA only has a small number of roads which they are responsible to maintain. Upon further review, we found that CLPM had corrected this mistake in 2016. Somehow the incorrect information got back into the report. We immediately contacted the vendor to get the report corrected. Unfortunately, the relationship with the vendor has soured leaving the HOA without an accurate 2022 Reserve Study. A couple factors led to this soured relationship 1) One of our homeowners contacted the Vendor earlier in the year and communicated with them in a hostile manner whereby the threatened to terminate the contract and 2) the owner of Capital Reserve Consultants suffered a stroke which has led to a drastic personality shift. The HOA Board is currently evaluating how to best navigate this challenge.”

*(Please take note. Merriam-Webster. **Drastic**: extreme in effect or action, severe. It wasn’t a “mistake” - it was an **error!**)*

Notice that QPM’s Text refers to events that happened as far back as 2016.

(If you open a door into history, then you have only yourself to blame for what crawls out! A. Solzhenitsyn.)

QPM's Text will be shown to be so bizarre that it could only have been written by a ghost writer skilled in mischaracterizing the facts using clever literary devices and imputations.

Appendix A below contains the only known direct communication between one BVH homeowner and Capital Reserve Consultants ("CRC", i.e. "*the Vendor*"). This BVH homeowner had the temerity to ask two simple questions and point out errors and defects in CRC's RS's. Appendix A is recommended reading, even for those readers whose time is precious.

To substantiate **The Contact's** assertions, a chronological timeline of events that are relevant to the history of all of BVH HOA's Reserve Studies ("RS's") is provided in Appendix B below.

FACTUAL SUMMARY - A Disputation for Dissecting the "QPM Text"

In what follows below, QPM's Text, that is shown in **green** above, will be dissected and analyzed; but, first, a "Factual Summary" of the salient points of what is to come later is provided to bring attention quickly to the facts of seven years of CRC's drastic RS failures.

This "Factual Summary" is presented to direct a reader to the **evidence** of the repeated failure of CRC to produce any worthwhile RS's from 2015 to 2022. This summary is intended to save readers from the drudgery of plodding through all the historical details contained in the many dissembling emails about RS's that homeowners received over the last seven years.

Seven Years of RS Failures:

1. The first RS was the 2015 RS ("RS2015") that erroneously included the cost of maintenance of all the City of Medford streets that are within BVH. This error made RS2015 worthless: "**Garbage In - Garbage Out**". CRC's RS's were "**ALL QUANTITY AND NO QUALITY!**" RS2015 was **82 pages long**, and was so replete with other types of errors and irrelevant verbiage that it was unreadable.
2. Then an **82 page** 2016 RS ("RS2016") included city streets **yet again!** A homeowner pointed out this drastic error to Crystal Lake Property Services ("CLPM") and, **within six days**, CRC produced a corrected version of RS2016. The **77 pages** long corrected version still inherited many of RS2015's errors and irrelevant verbiage.
3. The RS's for the years 2017 to 2021 ("RS2017", "RS2018", "RS2019", "RS2020", "RS2021") continued to inherit errors from preceding RS's. RS2019 was an **89 page monster**, but RS2021 was trimmed down to **52 pages**. This proved that, unless this was achieved by *reduction in font sizes*, all the previous RS's were clearly **bloated with useless verbiage**. All RS's since RS2015 continued to include an inaccurate inventory of all the Common Area entities that BVH HOA has to maintain, as well as many arithmetical errors, incomprehensible monetary amounts, inconsistent nomenclature, and irrelevant verbiage, to name but a few faults. Without an accurate inventory, all these RS's were worthless. BVH HOA paid CRC \$1144 for each RS from RS2015 to RS2019, then \$1350 for RS2020 and RS2021. Each contract with CRC was for three years as CRC should perform an on-site inspection every third year. CRC was paid for each three year contract in advance.
4. From 2015 to 2019, CLPM (later renamed as CLCM) received emails from at least one homeowner about CRC's worthless RS's and the errors in them, especially the RS's inaccurate inventories. But CLCM persisted in renewing CRC's three year contract in 2017, and, just before CLCM ceased to be the BVH HOA manager, despite a homeowner's complaints about the RS's, CLCM **rushed through a third three year contract** with CRC for RS years 2020, 2021, 2022, despite CRC's proven history of drastic errors.
5. On **12/07/2019**, a homeowner contacted CRC directly via email. The details of this homeowner's emails are in Appendix A, and also in the timeline in Appendix B. Appendix A is essential reading.

Summary of Significant Dates

The following dates are presented to dispel all the allegations embedded in QPM's Text, that was shown in **green** above:

- **12/06/2019**. CLCM said, in writing, that, as the owner of CRC had just had a "**Massive Heart Attack**", RS2020 will be delayed.
- **12/07/2019** (Appendix A Dialog #1) A BVH homeowner quickly emailed CRC to point out a few RS defects in the hope that they can be corrected in RS2020 that is now delayed until the CRC owner recovers from their "**Massive heart attack**".

- **06/22/2021** *Two years later*, a homeowner emailed CRC with questions about RS2021. (Appendix A Dialog #2). CRC responded in a belligerent and unhelpful manner. There are no more known contacts between this homeowner and CRC.
- **09/11/2021** On this date QPM reported that CRC did a Level 2 on-site inspection for RS2022. Obviously, the CRC's owner was, on this date, both physically and mentally fit to perform this inspection and to start work on RS2022.
- **11/26/2021**. QPM claim in their 11/26/2021 Newsletter that QPM had to contact CRC because RS2022, like RS2015 and RS2016, included the costs for the maintenance of the city streets within BVH. Then QPM, using ambiguous and allusive parlance, implied that, because an unnamed homeowner contacted CRC "*earlier in the year*" in an alleged "*hostile manner*", the CRC owner suffered yet another one of their "heart attacks" or "strokes", and also incurred a "*drastic personality shift*".

Conclusion - There is No Evidence to Validate the Ridiculous Allegations in QPM's Text

It should now be patently clear, even to the most casual and inattentive reader of the above dates, that:

1. After **06/23/2021** there was no more direct contact between one homeowner and CRC. The last contact is in Appendix A.
2. On **09/11/2021** CRC performed a Level 2 on-site inspection **eighty-one days after 06/23/2021**, so it must be assumed that, *by 9/11/2021, the owner of CRC was in good physical and mental health and capable of performing a Level 2 On Site inspection as a necessary prerequisite to producing RS2022 by - according to QPM - mid-October!*
3. After CRC's on-site inspection on **9/11/2021**, on an unknown date, QPM alerted CRC ("*We immediately contacted the vendor to get the report corrected.*") to the "*drastic*" error in CRC's RS2022, as CRC had once again included in RS2022 all the costs of maintenance of the city owned streets in BVH.
4. When CRC learned from QPM that CRC had made the same drastic error **for the third time since 2015**, the mental shock was probably too much for CRC's owner to bear. **So it was CRC's act of "immediately contacting the vendor" that caused the "stroke" and the "drastic personality shift". Not the action of an unnamed "hostile mannered" homeowner!** (Note that, as far back as **12/06/2019**, CLCM alleged in an email that the CRC owner had a "*Massive heart attack*".) Draw your own conclusions.

The Future

QPM's 11/26/2021 Newsletter assured the members of BVH HOA that: "*The HOA Board is currently evaluating how to best navigate this challenge.*"

"Best" for whom: for CRC, or The Declarant, or the "HOA Board", or QPM, or even the BVH HOA homeowners?

QPM's 11/26/2021 Newsletter also stated that, "*Due to unforeseen circumstances, the board has delayed the annual meeting for 2021. We are in process of finalizing the 2022 Budget. We are expecting to have an annual HOA Board meeting in January 2022.*"

Who is this vague "*We*" who is "*finalizing the 2022 Budget*"? Homeowners are, once again, kept uninformed.

The BVH HOA Board of Directors, domiciled in Vancouver Canada, will now, it is hoped, forgo any more "*unforeseen circumstances*", and, in January 2022, have a Board meeting as required in the Oregon Statutes, the CC&Rs and By-Laws, and give serious consideration to the Oregon Statutes that regulate Reserve Studies.

There is no evidence that there has been a Board meeting since 05/12/2020 - **twenty months ago!** Who is running BVH HOA while the Canadian Board evades its duty? Has all the running of BVH HOA now been delegated to QPM?

Question: Why should any of the BVH homeowners even care about all this stuff?

Answer: Because nobody knows what a true Reserve Study estimate will reveal. All the Reserve Studies to date have been worthless, and they are of no value in calculating the money that must be set aside for reserve estimates or for financial planning of BVH HOA's needs.

The Declarant can declare Turnover before their last six lots are sold and still retain Declarant rights.

Turnover might now come at any day, and an incoming Board of Directors could open up a Pandora's box of incompleting and expensive tasks that The Declarant, (who is far away in Canada

and immune from any accountability), has deferred for ten years to save money, and the BVH homeowners must thereafter bear all the subsequent costs of completing these unfulfilled tasks.

After almost eight years (2014 - 2022), during which the BVH HOA spent \$10,914 on CRC's nine worthless reserve studies, where **not a single one contained an accurate inventory**, the time has now come for the Board to ensure that the annual RS's are henceforth done by a vendor who is both competent and who possesses the ability to produce meaningful error-free RS's; and, if a homeowner notices that an RS contains errors, this vendor should welcome corrections and questions, as, after all, it is the homeowners who ultimately pay for the RS's.

A vendor who ignores comments from, or spreads falsehoods about, a homeowner who questions, or points out drastic errors in that vendor's products, is unlikely to form good relations with homeowners.

Besides, the managers and vendors hired by BVH HOA work for the homeowners; *not the other way round.*

At this point, a homeowner who has much better things to do with their life, and who agrees with these findings, should proceed no further in this document. Please, though, read the emails in Appendix A.

However, a homeowner who questions the validity of any statements that have been expressed in this Factual Summary, or questions this document's interpretation of QPM's Text, or any other assertion hitherto expressed in this document, is urged to drill down into the following dissection, analysis and history of all the CLPM, CLCM, and CRC communications to form their own conclusions.

And if the subsequent contents of this document fail to dispel a homeowner's skepticism in any of **The Contact's** assertions, they should email contact@bvhaccess.com with questions, and disputational comments.

END OF "FACTUAL SUMMARY"

"Trust The Contact"

DISSECTION AND ANALYSIS OF QPM's Text

(In what follows, no attempt was made at brevity, nor to eliminate repetitiveness, when QPM's text was being examined clause-by-clause, and when emails from archives that go back to 2015 were examined one-by-one. The notes were appended piecemeal here below as all these sources were brought carefully sifted and reviewed.)

In this dissection and analysis of the QPM Text that was shown in green above, **QPM's words are shown below in bold green**. The **Contact's** responses to QPM's statements are in **red**:

Financials/ Reserve Study

The reserve study for 2022 has been completed.

No it has not!

QPM's next sentence shows that CRC's first attempt at the 2022 RS ("RS2022") in fact **failed**, and RS2022 was **clearly not completed properly**. QPM's claim must be nipped in the bud!

Note that CRC's **2021** RS ("RS2021") is **STILL** not included on QPM's website, as the website only shows the **2020** RS.

Unfortunately, the report that Capital Reserve Consultants released had incorrectly assumed that all roads within the Bella Vista Community were private roads. This mistake skewed the numbers drastically as the HOA only has a small number of roads which they are responsible to maintain.

QPM's frequent use of the word "unfortunately" will appear again later, *unfortunately*.

The wording here introduces the word "report". We assume that, here, QPM means the RS2022 that CRC "released" and "has been completed"; but the wording does not clarify who it was that "had incorrectly assumed" the drastic "mistake" **error** in RS2022.

Moreover, a "report" is an inanimate object that cannot assume anything, even incorrectly.

QPM's use of literary devices in their choice of words is a clear attempt to blur awkward facts.

Despite BVH having "**only has a small number of roads**", ("**only?**", "**small?**") an examination in RS2021 of the costs of the maintenance of the private roads proves they contribute to the largest of all reserve costs; this makes these private roads a very expensive "small number".

https://4e86f9a9-4202-474f-9f8e-feeaa200db978.filesusr.com/ugd/4ea95c_68ca47aaa5f643578241a15a477eab61.pdf

QPM's use of "**Unfortunately**" is an attempt to minimize (i.e: "**only a small number**") and downplay the fact that this "*incorrectly assumed*" "*mistake*" was clearly due to CRC's negligence, despite QPM's attempt to sanitize the evidence of CRC's drastic blunder.

At this point it should be obvious to even an inattentive reader that the wording in QPM's Text possesses a style that is saturated with obvious literary devices, e.g: indirect speech, passive style, euphemisms, (referring to a drastic error as a "mistake"), blatant downplaying, using different words for the same thing, ("report" "Reserve Study"), disguised understatement, (hiding real expenditures behind the evasive spin of "small number of roads" phrase), etc.

CRC has now repeated "**This mistake**" that "**skewed the numbers drastically**" for the **third time** in their **seven year history** in CRC's capacity as the BVH HOA's RS vendor.

CRC first made **this error in 2014 when they created their 2015 RS (“RS2015”)** that included the maintenance costs all of the publicly owned (Medford City) roads within Bella Vista Heights (“BVH”). **To date, RS2015 has never been corrected.**

The timeline in Appendix B below gives a chronology of the events that are associated with the seven years during which CRC produced RS's.

The dates that appear in this dissection and analysis of QPM's Text are shown in Appendix B

From 2014 to 2019, CRC usually generated an RS by the late fall of the RS's preceding year, i.e. the RS2015 was generated in 2014, RS2016 in 2015, and so on.

CRC produced its first ever RS as a **Level One 2015 RS** on **08/16/2014**.

The three types of RS levels, and the levels for each year for which CRC produced RS's, are:

Level 1. First Site Visit and On-Site Inspection - RS2015.

Level 2. RS Update, **with** Site Visit **and** On-Site Review (Each 3 to 5 Years - RS2018, and *RS2022 on 09/11/2021*)

Level 3. RS Update, with **NO** Site Visit and **NO** On-Site Review (Done between Site Visits - RS2016, RS2017, RS2019, RS2020, RS2021)

CRC's RS's from RS2015 to RS2021 are here: <https://www.bvhaccess.com/reserve-studies>.

A BVH homeowner claimed that, **in 2014 or early 2015, they told** Crystal Lake Property Management (“CLPM”) that RS2015 included the **costs of maintenance of the publicly owned city streets within BVH.**

Whether or not CLPM was **actually** told this verbally or in writing, and whether or not CLPM told CRC about it, **nothing was ever done about it,** as this error remains in RS2015:

https://www.bvhaccess.com/files/ugd/4ea95c_5a10d9b9b4d34627a7ff0ec4359ea105.pdf

(On 1/1/2016, CLPM renamed themselves as Crystal Lake Community Management, i.e. “CLCM”. Why?).

A year or so later, on **04/24/2015**, CRC **YET AGAIN included public streets in its 2016 Reserve Study (“RS2016”)**, and, this time, a homeowner (not the same one as the last-mentioned one) emailed CLCM on **10/9/2015** to report this error.

Within six (6) days, on 10/15/2015, CRC produced a corrected version of RS2016 that did **not** include the city streets.

Check all of this for yourself here: <https://www.bvhaccess.com/reserve-studies>

Upon further review, we found that CLPM had corrected this mistake in 2016.

Conspicuously missing in QPM's Text here is any mention of the **fact** that CRC had **twice before** made this **same drastic error** in their RS's **on two consecutive years!**

Instead of this “corrected mistake” mislabelling ploy that QPM foists onto homeowners, QPM should have said that **“CRC made this same drastic error in RS2015 and RS2016!”**.

And it was **not** CLPM who *“corrected this mistake”* in RS2016: The correction was **initiated by a homeowner** who emailed CLPM on **10/07/2015** to tell them that city streets were wrongly included in RS2016.

On **10/9/2015** CLPM emailed this homeowner back to say *“You are 100% correct. This will be changed in the study.”*, and CLPM then informed CRC who, **within six days**, produced a new, supposedly *“corrected”* version of RS2016 that had no city streets in it.

So CRC’s Level 1 RS2015 was useless, and CRC **repeated this drastic error** in RS2016.

Worse still, CRC’s RS **checker**, Leonora Law Broili had, by 2016, **twice failed** to notice that RS2015 and RS2016 included the maintenance costs of all the city owned streets within BVH.

On the *first page* of all of CRC’s RS’s, CRC make it clear that the RS is intended for the “Bella Vista Homes Homeowner’s Association”, and **not** for CLPM **nor** QPM. Also, every RS’s first page includes CRC’s phone number, email address, creation date and the RS’s preparer’s name: **A clear invitation to all RS readers to freely contact CRC directly!**

The second page of all of CRC’s RS’s is a pageful of **“Disclosures”** that read like a *barrage of disclaimers* whose purpose seems to be to exempt CRC from any blame for their RS’s.

On the first line of the “Disclosures”, CRC **exhorts** BVH HOA members with the following text: **“This reserve study should be reviewed carefully”**. This phrase is ambiguous and unclear.

Look at the dictionary meanings of the words “study”, “should”, “reviewed” and “carefully”:

- **Study** - a **detailed investigation and analysis** of a subject or situation.
- **Should** - used to indicate **obligation, duty**, or correctness, typically when **criticizing someone's actions**.
- **Reviewed** - **examine** or assess something **formally** with the **intention of instituting change if necessary**.
- **Carefully** - in a way that **deliberately avoids** harm or **errors**; cautiously. Note that “carefully” is redundant here.

So who exactly should review this study? Is CRC prompting a homeowner to read the RS and to review the study carefully according to the dictionary meanings of the words?

Shouldn’t CRC already have **reviewed carefully** their own RS’s? Shouldn’t Mr. Carson, and Ms. Broili already have removed all the errors from their RS’s? Isn’t this what BVH HOA indirectly pays CRC \$1350 each year for out of all the \$79.50c a month from 100 homeowners?

Or is CRC implying that the statement **“This reserve study should be reviewed carefully”** should actually be taken to mean this:

“This reserve study should have been reviewed by CRC and contain no errors, but CRC isn’t sure, so it’s up to the reader to check it, and, if there are any errors in it, too bad, because all the disclaimers in the Disclosures page absolves CRC of accountability, so go pound sand!”

It is reasonable to assume that CRC is addressing the reader of the RS, and advising the reader, by the use of the word **“reviewed”** to examine or inspect the RS. The adverb **“carefully”** is therefore redundant as the word “reviewed” already implies thoroughness.

Having thus exhorted the reader, *CRC does not then say* what a diligent homeowner should do when the homeowner reviews a CRC’s RS and finds that it is replete with errors that make the RS worthless, and the homeowner then wants **to institute necessary changes** to the RS.

There is no evidence that CLPM was ever materially involved in the production of any of CRC's RS's, nor is there any evidence of any obligation for CLPM to check any of CRC's lengthy RS's. With no evidence to the contrary, CLCM can't be blamed for any RS errors: all are CRC's fault.

Somehow the incorrect information got back into the report.

"Incorrect information" does not just **"Somehow"** appear in an RS as if **"Incorrect information"** has a life of its own and has a habit of sneaking back into **"the report"**, like a pesky mosquito that gets through a mosquito net. But we all know how it happened: **CRC made a drastic error when they should NOT have.**

If **"the report"** here refers to RS2022, why didn't QPM just say so? Why be so vague?

RS2022 was a Level 2 RS based on an onsite visit by CRC Capital Reserve Consultants on the weekend of 09/11/2021.

A statement that highlighted the fact that RS2022 was a Level 2 study would probably have been included in the now-withdrawn RS2022, identical to the following statement (in blue, with bold added) that was in the last Level 2 study, i.e. RS2018, created by CRC on 9/12/2017:

*"1. Level of Inquiry: This reserve study is a Level 2 reserve study update of a previous reserve study that was prepared by Capital Reserve Consultants, LLC in 2014. A Level 2 reserve study is an update of a previous study that **includes a site visit by the reserve study provider. Information regarding the component inventory, current condition and remaining useful life of the common area components pertaining to the Bella Vista Homes Homeowner's Association (hereafter referred to as the "Association") was obtained during a site visit to the subject property by representatives of Capital Reserve Consultants, LLC in 2017.**"*

QPM's euphemistic renaming of a *drastic error* as just a *"mistake"* and as **"Incorrect information"** that **"skewed the numbers drastically"** is an attempt to sanitize the fact that, once again, and for their third time, **CRC had blundered.**

"Representatives of Capital Reserve Consultants, LLC" came on site to obtain "component inventory, current condition and remaining useful life" information, so there is nobody else to blame for this drastic "component inventory" error but CRC, who didn't do the job right!

We immediately contacted the vendor to get the report corrected.

CRC's previous RS, the 2021 Level 3 study ("RS2021") that CRC created on **05/07/2021**, correctly **EXCLUDED** the city streets.

But QPM has **never published RS2021 on QPM's website**; so here it is:

https://www.bvhaccess.com/files/ugd/4ea95c_68ca47aaa5f643578241a15a477eab61.pdf

All Public and Private streets are clearly identified on the BVH Plat. The plat map is an integral part of the CC&Rs given to all members of BVH BOA. Together, the CC&Rs and the plat define the Common Area, and which streets in it are public and which are private, so:

How could anyone possibly get this wrong other than by drastic negligence?

On **01/07/2020**, CLCM stated in writing in their email that, as far as CRC's contract was concerned, "*there is no contract past this year at this time*".

CRC's first RS was dated 2014; then, as part of BVH's two consecutive three-year contracts with CRC, CRC produced **eight RS's**, i.e: RS2015, RS2016 (**twice!**), RS2017, RS2018, RS2019, RS2020, RS2021.

All eight of CRC's RS's contain drastic errors of both omission and commission in their ***inventories*** (ORS, "*inventory*" = "*all items for which reserves are or will be established*"). CRC's "Disclosures" are disclaimers that are intended to absolve CRC from blame for all their errors.

Caveat emptor! CRC warned the homeowners to review (carefully) the RS's, but CRC then ***rejected*** a homeowner's attempt to point out problems within CRC's RS's; see Appendix A.

CRC's three year contract was renewed in 2017 by CLCM despite *irrefutable evidence* that CRC had demonstrated incompetence in CRC's first three year contract with BVH HOA.

Unbelievable! By 2017 CRC should have been terminated for repeated incompetence!

CLCM's evasive statement "*there is no contract past this year at this time*" of **01/07/2020** implies that CRC's last RS was RS2020 produced on **09/17/2019** but was only published by CLCM on **03/06/2020**, after a delay of **almost six months!** Deliberate timing by CLCM?

On **01/22/2020**, a homeowner emailed CLCM with details about the unsatisfactory quality and the unfitness to purpose of RS2019 (RS2020 was not yet published), and CRC RS's in general.

On **01/23/2020** CLCM replied in writing saying that they had forwarded this homeowner's facts, opinions and recommendations about RS2019 to CRC.

But, CLCM also stated in this **01/23/2020 email** that CLCM neither agreed nor disagreed with the facts that this homeowner had submitted to them; however CLCM did ***hint*** in this email that "*Other RS providers can be chosen*".

By **May 2020**, it was known that CLCM would step down as BVH manager, so any further attempt to prove to CLCM the ***manifest worthlessness*** of CRC's RS's would be pointless, especially since CLCM had demonstrated a continuous pattern of gainsaying any fact presented to CLCM about problems with CRC's RS's, *or any other problems*, for that matter!

Moreover, CLCM had stated in an email on **01/07/2020** that "*there is no contract past this year at this time*" implying ambivalently that CRC no longer had a contract on that date.

From **01/07/2020** then, CRC was apparently no longer the vendor contracted to produce the next RS, which would be the 2021 Reserve Study (**RS2021**).

Finally, on **03/06/2020**, CLCM published RS2020: the last RS ever published by CLCM.

Then after ***one year's silence*** on the subject of RS's, ***surprisingly***, on **6/7/2021**, a homeowner requested **RS2021** and QPM emailed the homeowner a copy that stated that RS2021 had been produced by CRC on **05/07/2021: fourteen months after CRC's contract had expired!**

Check RS2021 for yourself here:

https://www.bvhaccess.com/files/ugd/4ea95c_68ca47aaa5f643578241a15a477eab61.pdf

RS2021 came as a surprise in **mid 2021** because, since 2014, no RS had ever been **published** this late in the RS's year, nor had any RS ever been **created** this late in the RS's year!

It was a **bigger shock** to learn that a three year reserve study contract had been awarded in 2020 to CRC for the 2021, 2022, and 2023 RS's, despite CRC's history of drastic errors.

Since the **Transitional Advisory Committee** ("TAC") has statutory access to all BVH HOA contracts, the TAC was asked by email on **06/23/2021** for advice about how the current RS contract was awarded. The TAC responded that the contract with CRC was extended to 2022.

Here's the TAC's email advice in their response of **6/30/2021**: "I spoke with QPM this morning. According to Robert Rood of QPM, the current contract covers calendar years 2020-2022. The contract was approved through the management of Crystal Lake, and the prior board."

Although the TAC, by Oregon statute, is freely allowed to do so, the TAC has never bothered to examine this three year RS contract, even though this is within TAC's statutory duties. The TAC has failed to advise BVH HOA members of the dubious actions by CLCM and the old Board.

According to the CC&Rs, approval of such a three year contract **would have required a Board meeting** in 2020. **But here hasn't been a formal BVH HOA Board meeting since May 2020!**

The TAC stated on **06/30/2021** that the contract was approved by CLCM just before CLCM's departure, and by a BVH HOA Board that only existed up to **May 2020**.

CLCM ceased to be manager in **July 2020**; the last recorded Board meeting was **05/12/2020**.

Clearly, just before they both left, CLCM and the Board quickly renewed a three year contract with CRC although CRC had failed **for eight years** to produce even just one worthwhile RS.

BVH HOA members do **not** know how the current 2021-2023 contract with CRC was awarded, as details of the "who, how, what, where and when" of CRC's contract approval remain secret.

With the most recent episode of CRC's drastic negligence, wherein CRC included city streets in RS2022, it is now beyond question that, one study after another, all of CRC's RS's damned themselves as being patently worthless because:

- No RS ever had an accurate inventory
- All of CRC's RS's are replete with all kinds of errors
- All of CRC's RS's are difficult to read
- CRC attempted to evade accountability for errors by disclaimers that CRC misnamed "Disclosures".

CRC should **not** have had their contract renewed in 2017, and certainly **not** in 2020 by a process that did **not** comply with the CC&Rs.

Despite incontrovertible evidence of CRC's unsuitability, was CRC awarded the RS contract for a third time using a **bizarre affirmative action policy** approved by CLCM, the HOA Board, and, maybe also QPM, where only incompetent and medically unfit vendors get the job?

All of these contract renewals have wreaked financial havoc on BVH HOA with 7 years of RS failures!The members of BVH HOA are the victims of this long-running fiasco!

You will now read how CRC and QPM, have tried to camouflage CRC's drastic errors by blaming them on the alleged "*hostile manner*" of an anonymous homeowner in some undefined event that occurred on an unspecified date "*earlier in the year*" in 2021.

Unfortunately, the relationship with the vendor has soured leaving the HOA without an accurate 2022 Reserve Study.

The word "*unfortunately*" (a favorite word of QPM's) is normally used to describe a negative event that occurred ***through no fault of the participants***. This excuse does ***not*** apply here.

Note the "*has soured*" use of a passive voice here, and if "*the vendor*" is CRC, why not say so?

Since 2014, CRC ("*the vendor*") has never produced an "*accurate*" RS for BVH HOA.

This alleged souring of "*the relationship*" between CRC and BVH HOA is not as a result of "*unfortunate*" circumstances.

QPM's serpentine words are a weak and apologetic attempt to evade admitting the obvious fact that CRC's drastic errors over seven years are alone to blame for this "*relationship*" failure.

A couple factors led to this soured relationship

- 1) **One of our homeowners contacted the Vendor earlier in the year and communicated with them in a hostile manner whereby the threatened to terminate the contract and**

In an attempt to exonerate CRC, QPM has presented a fatuous, blame-shifting, "***the dog ate my homework***" excuse, replete with false narratives in an attempt to deflect blame from CRC.

Appendix A shows that CRC displayed a ***pathological hypersensitivity*** to a homeowner's questions. Then CRC's self-realization that all their RS's contain drastic errors, and CRC's grasp of the following two ***plain facts*** alone caused CRC to incur a "*drastic personality shift*":

- (1) CRC blundered badly by making drastic errors on three occasions: RS2015, RS2016 and RS2022
- (2) CRC's RS's are worthless as they all have inventories that are wrong.

In 2015 it only took CRC **six days** - from **10/09/2015 to 10/15/2015** - to fix the city streets error in their 2016 Reserve Study.

Why, this time, didn't CRC just fix their drastic error in their RS2022 ***in six days*** like they did in 2015, and then publish RS2022 ***warts and all***? The probability is that CRC were so shocked at their own incompetence they became mentally paralyzed and unable to produce RS2022.

CRC has a contract to fulfill - a contract between between corporations: BVH HOA and CRC.

(See here: http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.show_detl?p_be_rsn=1178742&p_srce=BR_INQ&p_print=FALSE)

And here: http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.show_detl?p_be_rsn=1370014&p_srce=BR_INQ&p_print=FALSE

There's no provision for a silly "*soured relationship*" spat in such a business contract.

CRC and QPM have resorted to blame-shifting insinuations in an attempt to exonerate CRC's failures by cryptically blaming an unnamed homeowner. QPM's blame attempts claim that an *undefined act*, on an *unnamed date*, in an *undefined manner* caused a "*soured relationship*".

QPM has not provided any evidence of:

1. The date that this homeowner contacted CRC, and
2. How this homeowner actually communicated with CRC: was it face-to-face, or by phone, or letter, or email, and
3. What kind of gestures, actions, words, phrases, statements, etc. constituted this "*hostile manner*". Did they include implied or clear threats of violence? If so, what were they?

As QPM has not provided evidence that a "*hostile mannered*" communication ever occurred, must "*our homeowners*" just accept QPM's and CRC's unverified allegations without question?

Why didn't QPM just say "**a homeowner**" instead of "*one of our homeowners*"? What is QPM's hidden purpose in using the word "*our*" here? QPM is **not** a homeowner. A hundred homeowners pay QPM to work for BVH HOA. Does the adjective "*our*" used here imply that QPM thinks that the homeowners belong to QPM, like domestic pets?

*Some homeowners will remember that, in QPM's Newsletter of 4/19/2021, QPM stated, in connection with the "Palermo Drainage Pond", that: "We have been in direct contact with the City Attorney and are collaborating with them to resolve these issues. **In the past, certain homeowners have been too aggressive and the City is now reluctant to help us. Please do not reach out to the city on this or other HOA matters.**"*

*QPM is implying to the homeowners that their rights as citizens of Medford to contact the city about, for example, the city streets, or the Ag Buffer, (both subject to city laws), are hereby **quashed** because homeowners forfeited their rights to do this when they became members of the BVH HOA corporation.*

Regarding RS's, at least "*one of our homeowners*" is known to have contacted CRC directly by email on two occasions: (1) on **12/17/2019** and again (2) on **06/22/2020**.

The full text of these email communications between "*one of our homeowners*" and CRC is shown in Appendix A. Are these the emails that constituted the "*hostile manner*" allegation?

If the emails in Appendix A do, in fact, constitute the alleged "*hostile manner*" communications, then where, in them, is this homeowner expressing a "*hostile manner*"? Exactly what text, i.e. words, phrases or clauses, within this email dialog specifically constitute a "*hostile manner*"?

If, ***on the contrary***, the "*hostile mannered*" communication **is not** one shown in Appendix A, then both QPM and CRC are leaving the readers of QPM's November newsletter *in the dark*.

All this is disconcerting since QPM uses the word "*whereby*" to purvey a veiled attribution that the CRC owner's "*stroke*" and "*personality shift*" were caused solely by unexplained behavior of an anonymous "*hostile mannered*" homeowner; all based on unverifiable allegations.

And what does QPM's ***word salad*** of "*whereby the threatened to*" actually mean? Is it a typo?

Should it be "***whereby they threatened to***"?

If so, to whom would "***they***" refer to? CRC, QPM, or who?

The dictionary meaning of the conjunction "*whereby*" is:

“by means of which, or according to which”.

The usage of the word “whereby” is explained in an English dictionary as:

“used for saying that something is done according to the method, arrangement, rule, etc. that has been referred to”

By using “whereby” in this cryptic manner, you will now read how QPM ascribes that the alleged “hostile manner” of “one of our homeowners” is the sole **root cause** of CRCs “stroke” and “drastic personality shift”!

But QPM prevaricates and fails to clarify who “threatened” whom, and which party threatened to “terminate the contract”.

The six short emails that passed between a homeowner and Capital Reserve Consultants are shown in Appendix A below in their chronological order. **Now is a good time to read them.**

2) the owner of Capital Reserve Consultants suffered a stroke which has led to a drastic personality shift.

Recall that this clause by QPM is preceded by the word “whereby” that implies that the alleged “hostile manner” of a homeowner’s communication with CRC is the direct cause of the CRC owner’s “stroke” and thus the owner’s “drastic personality shift”.

It is amazing that QPM should consciously choose to propagate such an outrageous allegation without giving evidence of both the exact cause and the effect, and to make this accusation without giving the alleged anonymous perpetrator the chance to defend themself.

It is clear from the timeline of events in 2021 that it was because QPM alerted CRC to their drastic error that prompted CRC’s owner to experience a “stroke” and a “drastic personality shift”.

The alleged “hostile manner” of a homeowner had nothing to do with CRC’s medical problems.

If QPM had kept quiet about CRC’s drastic error, this medical situation might not have occurred!

Even so, all of CRC’s RS’s are unfit for purpose even when they get the BVH owned streets right!

As regards the “drastic personality shift”: what compelled QPM to divulge the CRC owner’s mental problems to the BVH HOA members other than to portray the CRC owner as a victim?

CLCM used the “stroke” excuse in 12/06/2019 when they said the CRC owner had a “Massive heart attack!

Have all the other Homeowners Associations in Oregon, for whom CRC produces RS’s (some are on the internet) been told about the CRC owner’s physical and mental ailments?

Have CRC’s *other business activities*, also described on the internet, now been terminated?

QPM’s “couple factors” constitute a tangled web of verbiage that is a frantic attempt to justify the fact that, for the third time in CRC’s history, CRC has drastically blundered!

“Oh, what a tangled web we weave, When first we practise to deceive!” W. Scott. ‘Marmion’ Canto 6 Stanza 17”

3) The HOA Board is currently evaluating how to best navigate this challenge.

At last, after more than seven years in which CRC has failed to produce any RS's of value to the BVH HOA, the long history of CRC's unsatisfactory RS's might now be given the consideration that it deserves by a BVH HOA Board domiciled ***in Canada*** that, according to QPM, could not hold a Board meeting in 2021 because of "*unforeseen circumstances*"!

The likelihood of any resolution to the RS issue that is in the BVH HOA's interests is remote, especially if "*unforeseen circumstances*" regularly occur in Vancouver, Canada.

The Board in Canada has its work cut out for itself, but it deserves ***no pity*** for the mess that it has inherited because the previous Boards, all appointed by The Declarant, and the BVH HOA managers (CLPM, CLCM) hired by these previous Boards, and CRC, (hired by CLPM/CLCM), *refused to heed homeowners' repeated warnings about CRC's worthless RS's.*

Instead, sympathy must now go to the 100 homeowners in BVH who, since 2014, have received worthless RS's, and, to make matters worse, have endured a litany of dismissive, belittling responses from HOA managers, and CRC, to homeowners' questions and comments.

You can read all this in the document here:

https://4e86f9a9-4202-474f-9f8e-feeaa200db978.filesusr.com/ugd/4ea95c_fc8af24ccef5445dae38fdc8e116c18d.pdf

and this one here:

https://4e86f9a9-4202-474f-9f8e-feeaa200db978.filesusr.com/ugd/4ea95c_2f6adcef2a01491faa370d1ed9427260.pdf

To summarize: Past and present BVH HOA management companies and Boards of Directors appointed by The Declarant only have themselves to blame for getting the Homeowners Association into this farcical Reserve Study situation where CRC failed repeatedly each year for at least seven consecutive years to provide RS's that were fit for the purpose, and that complied with Oregon law.

EPILOGUE

QPM has showed their capacity for fake narratives by imputing the responsibility for the failure of the CRC owner's health onto one homeowner who alone committed an unforgiveable impudence by asking questions and revealing the drastic failures of all of CRC's RS's.

By broadcasting the falsehood of placing the entire responsibility for the CRC owner's bodily and mental deterioration onto one homeowner, QPM denied the defence of factual evidence to one person competent to bring CRC to task.

QPM was inspired in all this by the lifelong principle that in **falsehoods** there is always a sinew of phoney credibility.

Residents of a community are, generally, more misled by their emotional nature than they are by logic and rationality.

They more readily fall victims to a **drastic falsehood** than to a small fib, since they themselves often tell small fibs in little matters, but are too ashamed to resort to brazen falsehoods.

It would never come into the BVH HOA's homeowners' minds to fabricate drastic untruths, and they would not believe that others could have the effrontery to contort the truth so infamously.

Sadly, nowadays, when mere suspicion is tantamount to evidence, and an accusation is a sentence of guilt, false witness has now reached pandemic proportions.

If the psychological facts that demonstrate these human tendencies were brought to the homeowners' attention, they would still doubt and waver and continue to think that there may be some truth in gross falsehoods, because the more grotesque and salacious the falsehood, the more likely that basic human instinct will spur the listener to belief.

A grossly insolent fib always leaves indelible traces behind it, even after it has been refuted; this act is known to all the expert calumniators of this world, who conspire together in the art of mendacity.

These people know only too well how to use falsehood for their basest purposes.

APPENDIX A

EMAIL DIALOGS BETWEEN A HOMEOWNER AND CAPITAL RESERVE CONSULTANTS

Here below, rearranged into a chronological order, are the emails between one BVH homeowner and CRC.

You can judge their “*hostile manner*” for yourself, then email your opinions, if any, to contact@bvhaccess.com.

Most of the emails’ preambles and postambles have been redacted; the emails’ remnants are in a lower case font.

To preserve anonymity, the one known homeowner is identified only as “xxxxxxxxxxx” and its words are in red. The words of Capital Reserve Consultants in in green. Essential text has been made bold.

If a homeowner wants the original emails forwarded to them, then an email request for them to contact@bvhaccess.com will be assumed to be a tacit agreement to not disclose the identity of the redacted homeowner to any other party.

DIALOG ONE Tuesday 12th July 2019

12/07/2019 Email from Homeowner to Capital Reserve Consultants:

From: xxxxxxxxxxxxxx
Sat 12/7/2019 12:38 PM
Bella Vista Heights - 2020 Reserve Study - Attn: Carson M. Horton, RS
To: info@capitalreserveconsultants.com

Attn: Carson M. Horton, RS

Bella Vista Heights - 2020 Reserve Study

As the 2020 Reserve Study has not yet been published, here are a few items that you may wish to consider before finalizing it:

- 1. There is no chain link fence around Tract C. Tract C is just “open space” (see the plat in the CC&Rs, the relevant section is in the attached image).**
- 2. Part of the the asphalt pathway in Tract C goes through Lot 10 and so this portion of the pathway is not part of the Common Area (see the attached image). The maintenance cost of the pathway should then be reduced by half.**
- 3. The drainage and irrigation infrastructure in the Agricultural Buffer which is part of the Common Area (BVH CC&Rs 1.3.32, 6.1, 6.3, 7.1, 10.2.1.6) are not included in the 2019 Reserve Study. These drains and irrigation infrastructure were installed into the Agricultural Buffer Common Area by 2008; they have incurred damage since then, and, as they meet the criteria of BVH CC&Rs 3.9.2, they should be included in the Reserve Study.**

CRC did not respond to this email. But CRC’s invitation to contact CRC with queries was implied in the appearance of CRC’s name, email address and phone number prominently displayed on the first page of RS2020. CRC enjoined homeowners to examine the RS, saying “*this reserve study should be read carefully*”.

DIALOG TWO Tuesday 22nd June 2021

(In Email #1 below, note that although the name and address of the same homeowner in Dialog One has been redacted and replaced by a xxxxxxxxxxxxxxxxxxxx text string. Note that in Email #1 the homeowner's name and address was clearly appended below the two questions in the email.

CRC had no cause to make their impudent and peremptory challenge: "Who is making this request?".

Email #1 Homeowner to Capital Reserve Consultants:

From: xxxxxxxxxxxxxxxxxxxx

Sent: Tuesday, June 22, 2021 12:48 PM

To: Info Capitalreserveconsultants.com <info@capitalreserveconsultants.com>

Subject: Bella Vista Heights Reserve Study 2021 Page 3-3

Re: Level 3 Reserve Study

Bella Vista Homes Homeowner's Association

Medford, OR

Please explain the derivation of the amounts in the column titled "Annual Contribution".

Please also explain the amount of \$150,996 at the top of the column titled "Fully Funded Reserves".

xxxxxxxxxxxxxxxxxxxx

Bella Vista Heights

Medford OR 97504

06/22/2021 Email #2 Capital Reserve Consultants to Homeowner:

Info Capitalreserveconsultants.com

Tue 6/22/2021 6:31

To: You

Who is making this request?

Best Regards,



Carson M. Horton, RS

Capital Reserve Consultants, LLC

EMPOWER YOUR COMMUNITY™

Carson@capitalreserveconsultants.com

www.capitalreserveconsultants.com

503.336.3719

06/23/2021 Email #3 Homeowner to Capital Reserve Consultants

From: xxxxxxxxxxxxxxxxxxxx
Sent: Wednesday, June 23, 2021 6:46 AM
To: Info Capitalreserveconsultants.com <info@capitalreserveconsultants.com>
Subject: Re: Bella Vista Heights Reserve Study 2021 Page 3-3 "Who is making this request?"

Re: Who is making this request?
I am a member of the Bella Vista Heights Homeowners Association who received a copy of the Bella Vista Heights 2021 Reserve Study.

The study says, in the "Disclosures" section at the top of page 1 that "This reserve study should be reviewed carefully".

All the ninety-seven members of the Bella Vista Heights Homeowners Association received a copy of the Bella Vista Heights 2021 Reserve Study as a PDF file

xxxxxxxxxxxxxxxxxxxxxxxx
Bella Vista Heights
Medford OR 97504

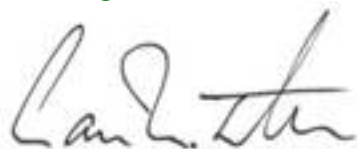
06/23/2021 Email #4 Capital Reserve Consultants to Homeowner

From: Info Capitalreserveconsultants.com <info@capitalreserveconsultants.com>
Sent: Wednesday, June 23, 2021 2:07 PM
To: xxxxxxxxxxxxxxxxxxxx
Subject: RE: Bella Vista Heights Reserve Study 2021 Page 3-3 "Who is making this request?"

Fair enough. The way this works is that CRC maintains a single point of contact through which all communications regarding the reserve study must be channeled. Our contact with the Bella Vista HOA is Robert Rood. My suggestion is to refer all questions to Mr. Rood. The next time the reserve study is updated we will address all inquiries that are submit with the reserve study update request. This is the only way limit the cost of the reserve study update process and avoiding miscommunication.

The contact information that we have on file for Robert Rood is gpmrood64@gmail.com, 541-200-2660.

Best Regards,



Carson M. Horton, RS

06/23/2021 Email #5 Homeowner to Capital Reserve Consultants:

Wed 6/23/2021 11:20 AM
From "xxxxxxxxxxxx"
To: Info Capitalreserveconsultants.com

Dear Sir,

I only asked you two very simple questions, for which I expected to receive straightforward, short, simple, one-sentence answers so that I could continue to make progress reviewing the Reserve Study, as the study advised us to do so on page one.

As a member of our Association, I cannot reasonably be expected to follow the request that "*This reserve study should be reviewed carefully*" and, at the same time, understand the unexplained arithmetic that appears throughout the 2021 Reserve Study.

The arithmetic and calculations embedded in the study involve basic "high school" level concepts.

Based on your comments, it is not immediately clear to whom the study was actually intended: was it Mr. Rood, or was it the Bella Vista Homeowners Association of whom I am a member in-good-standing, or to whom?

If "*the way this works*" was as you described, then it would have been courteous if Mr. Rood and CRC had advised all the Association members beforehand about this unusual "*the way this works*" protocol.

Did the Bella Vista Homeowners Association actually agree to this "*the way this works*" policy when they engaged CRC?

However, if Mr. Rood purchased the study from CRC out of his own funds, then, as the study would then belong to Mr. Rood, I could understand that questions about the study should be directed to Mr. Rood, as he would have assumed all responsibility for the accuracy and fitness-of-purpose of the study and its contents, and Mr. Rood would know the answers to questions.

But, if the study was ultimately purchased by the Bella Vista Homeowners Association, in which case the study belongs to the Association and its members, then the bewildering protocol of acquiring answers to very simple questions by going through Mr. Rood places a burden on Mr. Rood's business.

Besides, Mr. Rood has shown a reluctance to answering questions from Association members, and usually responds to them in a prevaricative manner.

Bear in mind that your email address, logo, personal signature, and telephone number are prominently displayed on the front page of the 2021 Reserve Study.

Based on these facts, I thought that it was reasonable for me to expect that CRC would be more than delighted to answer two simple questions from a customer.

This is a common practice that I observed throughout my own career in a work environment where all employees, including manual workers, were imbued with the essential standards of a "customer facing" culture, to which we all had to behave accordingly, or face the stringent consequences. There was no place in this work culture (in "Hollywood", actually) for bureaucracy and rigid inflexibility.

I would have thought that it was in the business interests of CRC to also behave in such a "customer facing" manner.

You may well be aware of "Linus Law", where the more readers and examiners there are of a document or a design, the more likely that discrepancies and shortcomings will be found. https://en.wikipedia.org/wiki/Linus%27s_law

I assumed that you would welcome feedback from the readers of your studies, and not deflect and dismiss feedback.

I am shocked that you do not include wording to this effect in your Reserve Study document, so that any reader who thinks that they have discovered something that appears amiss to them in a study can easily bring it to your immediate attention, and then you can quickly assuage the reader's concerns.

As a Reserve Study is only published once a year, it is impractical to expect an Association member to wait a whole year for the answer to a question about the Reserve Study, especially after the member has been advised to "review carefully" the study.

I now please ask you to be more cooperative, and give me the answers to my two simple questions about the numbers that appear on the table on page 3-3 of the 2021 Reserve Study.

Member in in-good-standing of the Bella Vista Heights Homeowners Association

XXXXXXXXXXXXXXXXXX

Bella Vista Heights

Medford OR 97504

CRC did not respond to this email.

Appendix B

HISTORICAL TIMELINE (2014 - 2021):

DATE (MM/DD/YYYY)	Event
08/16/2014	Capital Reserve Consultants (“CRC”) creates the 2015 Reserve Study (“RS2015”) for the Bella Vista Homes Homeowner’s Association (“BVH HOA”). RS2015 is a Level 1 reserve study that included an on-site survey by CRC. RS2015 was prepared by Carson M. Horton RS, and checked by Leonora Law Broili, both of whom are directors of CRC. RS2015 was later published on the Crystal Lake Property Management (“CLPM”) website.
2014 or 2015?	A resident homeowner, who wishes to remain anonymous, claimed that sometime in 2014 or 2015, they noticed that RS2015 included all the costs for the maintenance of City of Medford owned streets within Bella Vista Heights and they brought this error to the attention of CLPM; but CLPM did nothing about CRC’s gross error. <i>For a reason given later, this owner’s claim that they told CLPM about this error is questionable without written evidence.</i>
04/24/2015	CRC created the 2016 Reserve Study (“RS2016”). RS2016 was, once again, prepared by Carson M. Horton and checked by Leonora Law Broili of CRC. RS2016 was a Level 3 study that did not require a site visit. But just like RS2015, RS2016 included all the maintenance costs of the city-owned streets that are within Bella Vista Heights .
06/10/2015	CLPM emailed RS2016 to all the homeowners. At this date there were only about twenty BVH HOA members who were resident owners. Here is what CLPM said to them in their 06/10/2015 email: <i>“Question: Are funds being collected for maintenance and repairs of the private streets? Answer: Yes. Reserves are collected as part of the dues and set aside in a Reserve Account for future maintenance, repairs and replacement of the private roads. Attached is the 2016 Reserve Study that has all the components that reserves are being collected for in Bella Vista.”</i>
10/09/2015	A homeowner, who had only been resident in Bella Vista for three months, asked CLPM to explain why the costs of maintenance of the city streets within Bella Vista were included in RS2016?
10/09/2015	On the same day, CLPM acknowledged by email that the homeowner was <i>“100% correct”</i> . CLPM then got CRC to rectify their drastic error in RS2016.
10/15/2015	CRC created a new RS2016. Once again this study was prepared by Carson M. Horton, and checked by Leonora Law Broili. It only took Horton & Broili six days (10/9 to 10/15!) to fix their blunder.
10/27/2015	CLPM emailed the new, corrected version of RS2016 to the homeowners.
10/29/2015	A homeowner emailed CLPM to express dissatisfaction with the quality and content of CRC’s RS’s, for which CRC was paid \$1,144 a year.
01/01/2016	CLPM changes its name to “Crystal Lake Community Management”. Why?

DATE (MM/DD/YYYY)	Event
2016 - 2019	CRC continued to be paid \$1,144/year for their unreadable 60+ page length RS's. These RS's were usually created in the late fall and published by the following May, at the latest. Leonora Law Broilly QC stopped performing the "Quality Check" ("QC") on the studies. Do you wonder why? (<i>Leonora Law Broilly, i.e. "LL.B, QC". What a laughably pretentious sham!</i>)
03/28/2019	Discrepancies in the RS2019 were pointed out to CLCM. CLCM's reply is confusing, see below.
04/01/2019	CLCM was asked in writing where the Ag Buffer expenses were in the 2019 Reserve Study ("RS2019") were because the Ag Buffer is an integral part of The Common Area. CLCM dismissively replied in writing, talking down at the questioner, by saying " <i>At this time the AG Buffer is still a work in process and there is nothing there</i> ". The AG Buffer southern boundary's 2000' chainlink fence was installed in 2004, with all of the (by now broken) irrigation pipes, so why weren't these items included in RS's future maintenance cost estimates for the next 30 years?
2020	CRC now gets paid \$1,350/year.
11/19/2019	CLCM were asked in writing why, since each year CRC's next year's RS's are usually created around August, the 2020 Reserve Study ("RS2020") had not yet been published? Also CLCM was again asked why the Ag Buffer's 2000' chain link fence on BVH's southern boundary was not included in RS2019. CLCM's response was, once again, dismissive. See CLCM's response below.
12/06/2019	CLCM stated, in writing, that " <i>the provider that does the study recently had a massive heart attack and is running behind on the final documents</i> ".
12/07/2019	As CRC was now " running behind ", a homeowner took the chance of his delay to contact CRC directly via email and asked them to deal with details concerning inventory items that both should, and should not, be included in RS2020. (See this email in Appendix A above). CRC never responded.
01/06/2020	CLCM received an email that pointed out that, on CLCM's website, RS2019 displays RS2020 not RS2019. This email also expressed the homeowners dissatisfaction with RS2020 as the same old drastic errors were included in the "component inventory", and also that CRC were now getting paid even more for producing their substandard RS's.
01/07/2020	CLCM explain that CRC's contract is for three years and that, as of 01/07/2020 "There is no contract past this year at this time" .
01/22/2020	CLCM received a homeowner's list of questions and comments about RS2020, and all of the BVH RS's in general. CLCM responded that all these comments would " <i>will be given to the RS provider when this is updated for 2021</i> ". At this time there was no longer an "RS provider" under contract with BVH HOA . Also RS2018, RS2019 and RS2020 were Level 3 studies. CLCM said previously that a Level 2 study is performed every third year.

DATE (MM/DD/YYYY)	Event
01/23/2020	CLCM were sent an email stating that CRC should not be awarded another three year contract: <i>“Capital Reserve Consultants should be terminated for the continued poor quality of their RS’s.”</i> This email also complained about CLPM/CLCM’s failure to observe their own claim of <i>“attention to detail that is necessary for excellent community management”</i> (CLCM’s own PR hype!) in so far as the RS’s are concerned.
01/23/2020	CLCM’s response: <i>“I was not confirming that your questions or observations were actual mistakes that were made. Other RS providers can be chosen.”</i> CLCM were no longer contacted again about Reserve Study matters.
02/24/2020	CLCM announce that the Declarant and the Board is looking for a new management company for BVH.
07/27/2020	CLCM announce their departure at the end of August.
08/14/2020	QPM take over management of BVH.
11/09/2020	Four months later, QPM receive a request for RS2021. Bear in mind that there is no evidence that an RS provider has yet been awarded a contract. QPM did not respond to this request.
04/01/2021	QPM were again emailed a request for RS2021.
04/09/2021	One week later, QPM state in their 04/09/2021 newsletter: <i>“The reserve study for 2021 should be done by the end of April. The Reserve Study Vendor will be on site at the end of August to develop the reserve study for 2022.”</i> Who is the new <i>“Reserve Study Vendor”</i> . When was a new three year contract awarded?
05/07/2021	QPM state in their 05/07/2021 newsletter: <i>“The reserve study for 2021 has been received by QPM and should be available to the membership soon. The Reserve Study Vendor will be on site at the end of August to develop the reserve study for 2022.”</i> Is QPM holding on to RS2021 to check it?
06/01/2021	QPM emails a version of the 2021 Reserve Study (RS2021), to a homeowner who requested it. We are now almost half way through 2021!
06/22/2021 - 06/23/2021	Email dialogs between a homeowner and CRC (See Appendix A, Dialog #2).
06/23/2021	The Transitional <u>Advisory</u> Committee (“TAC”) has, by now, abrogated their statutory role and has been involved in decision making that exceeds their “advisory only” capacity. QPM has also tried to abrogate their duties by suggesting that homeowners should contact the TAC with their questions instead of QPM, probably because QPM cannot be bothered dealing with BVH homeowners. This being so, a homeowner emailed the TAC for advice about the way the RS contract was awarded, as the TAC has, according to statute, access to all BVH contracts. A three year contract needs a Board vote. At this date, a Board meeting has not been held since May 2020! How did a new RS contract ever get awarded?

DATE (MM/DD/YYYY)	Event
06/30/2021	The TAC replied that they <i>“spoke with QPM this morning. According to Robert Rood of QPM, the current contract covers calendar years 2020-2022. The contract was approved through the management of Crystal Lake, and the prior board.”</i> Instead of acquiring a copy of the contract and reading it, the TAC has passed the request to QPM, who responds evasively to the TAC. By now, however, the TAC’s relationship with QPM has become a cringe-worthy, cloying camaraderie.
07/01/2021	QPM emails out to all homeowners their 07/01/2021 Newsletter that includes RS2021. RS2021 has just been published and it’s half way through 2021!
09/11/2021	CRC performed a Level 2 Reserve Study, as stated in QPM’s Newsletter of 09/21/2021: <i>“Capital Reserve Consultants was on site the weekend of September 11, 2021”.</i>
09/21/2021	QPM emails out to all homeowners their 09/21/2021 Newsletter that states: <i>“The reserve study for 2022 is in progress. Capital Reserve Consultants was on site the weekend of September 11, 2021. We expect the 2022 report to omit yearly expenses for the Fountain. The Reserve Study should be available around mid-October. As of the date of this letter, there is \$94,914.31 in the reserve account.”</i>
11/02/2021	Mid October has come and gone, but RS2022 has not yet been published. A homeowner emails QPM a request for RS2022.
11/26/2021	<p>QPM emails out to all homeowners their 11/26/2021 newsletter that contains the following bizarre text: <i>“The reserve study for 2022 has been completed. Unfortunately, the report that Capital Reserve Consultants released had incorrectly assumed that all roads within the Bella Vista Community were private roads. This mistake skewed the numbers drastically as the HOA only has a small number of roads which they are responsible to maintain. Upon further review, we found that CLPM had corrected this mistake in 2016. Somehow the incorrect information got back into the report. We immediately contacted the vendor to get the report corrected. Unfortunately, the relationship with the vendor has soured leaving the HOA without an accurate 2022 Reserve Study. A couple factors led to this soured relationship 1) One of our homeowners contacted the Vendor earlier in the year and communicated with them in a hostile manner whereby they threatened to terminate the contract and 2) the owner of Capital Reserve Consultants suffered a stroke which has led to a drastic personality shift. The HOA Board is currently evaluating how to best navigate this challenge.”</i></p> <p><i>This is the text that is dissected and analyzed earlier in this document.</i></p>