

Carmel Views Community Association
Annual Meeting
4:00pm, January 28, 2024, Congregation Beth Israel or via Zoom
Minutes

Board Members Present: David Kazansky, Allen (Bud) Miller, Michelle Nix, Laura Speakman, Alexis Speidel

4:11 President Laura Speakman brings meeting to order

- A. Liz Chornesky (Speaker introduction and Firewise summary): Firewise is an initiative/volunteer effort to make homes/properties less vulnerable to wildfire and serves all members of the community. Firewise is a national program that has requirements that must be renewed every three years and needs information turned in every year (Liz is in charge of this for Carmel Views); activities include community events/speakers and surveys from homeowners. Benefits: firefighters perceive the neighborhood as more defensible during fires and potential insurance savings. Also helps us secure grants that aid in our fire safety efforts in the community.

Speaker: Sotheby's realtor Robin Anderson. You must disclose wildfire risks/fire hardening/defensible space issues to potential buyers when you sell your home (required by both state and local ordinances). Fire insurance is a constantly evolving and critical issue for buyers and sellers in our area. Fire insurance alone for new buyers is coming in around \$5000/year before even adding in regular homeowner's insurance. California Fair Plan is currently the only option for fire insurance for many homes in our area (we are located in a high/very high wildfire zone in Carmel). Doing some fire safety improvements help with wildfire safety now and potentially make it easier to sell your house in the future. Disclosures required at selling include roof, gutter, landscaping, and window hardening improvements. See form (included in minutes and on website).

- B. Establishing a quorum: number of proxies in hand is currently 75 (from both mailed in and those handed in in person at meeting). This is short of what is needed for a quorum so we will not be able to tally the votes for new board members at this meeting.
- C. Reading and approving the minutes of the 2023 annual meeting. Cannot be approved without a quorum.
- D. Reports by Board members:
1. **Finances and Budget (David Kazansky):** We have \$33,000 in our checking account, and \$25,000 in our savings account (reserve account). A Cypress Fire grant will match what we can provide for fire abatement activity (another \$33,000).

2. **Fire abatement (Michelle Nix):** Summary of 2023 fire abatement activities (see attached Fire Abatement Review). 2023 Original Estimate for 14 Fire Abatement Tasks: \$25,150. 2023 Storm Estimates for 15 Additional Tasks (downed trees, etc.): \$39,650. Total 2023 Expenditures: \$64,800. 2023 Fire Abatement Budget: \$48,000 2023 Balance Overage due to storm expenditures: \$16,800. We had much higher expenditures because of the 2023 storms and we would have a hard time covering so many extra tasks again this year. So far bids are coming in much higher than last year. We have a \$45,000 matching Cypress Fire grant coming for 2024 (dependent on their ongoing approval of tasks). Jim Ferguson asked about permanently killing genista (with herbicide or root pulling). We have members who are opposed to herbicide use, but regardless we are fighting the seedbank that continues to produce new genista plants. Question: Why are we so concerned about genista? It is highly invasive and incredibly flammable and excludes native plants that are less flammable. Please remember the board has six genista pullers available to borrow to pull plants in your own yard. DO NOT put genista in the chipper day piles, but YOU CAN put it in your green bins for removal by Waste Management each week. **Fire Abatement Team Update:** Huge thank you to our volunteers on the Fire Abatement Team: Liz Chornesky, Mary Pacey, Larry Arthur, and Judy Feisthame! Please refer to the attachment to see all the accomplishments of the team in 2023. We will have a map on website for community owners who walk and monitor various areas in neighborhood (volunteers welcome!). Larry Arthur wondered about property to the east of our community—are they doing any more to help with fire management of their property? We have not heard from them this year but Cypress Fire has new hardening/fire break requirements up to 100 ft away from homes and they are aware of the new rules but they have yet to comply. What about grassy knoll by water tank? CVCA is maintaining that one acre area because it is community property within 100 feet of a house.
3. **Infrastructure (Bill Vogelpohl):** Bill is not present, but let him know if you see any street lights out (or you can report it yourself to PG & E, just note the number on the pole); any members who are violating CC&Rs (he will speak with them), and he will continue to put up banners to inform membership of important dates.
4. **Communications (Bud Miller):**
 - a. CSA-47 Status update (our community advisory committee reporting our needs to the county)—Charlie Wahle. The CSA advisory committee has been focusing on egress access for our neighborhood, but it is very slow progress. We are hoping for an engineering study this year about access at the end of Outlook, because we had been told it would take up to \$500,000 to fix the washout. Looking for new members.
 - b. Status of CalFire Grant: We have a limited amount of time to spend grant money, which will match our expenditures up to \$45,000.
5. **President (Laura Speakman):** New board members will be taking over CVCA duties in 2024. Bud explains we will be able to reconvene for a continuation of the CVCA annual meeting in several days at which point we will only need 25%

of membership to establish a quorum. Email will go out within a week about the continuation of this meeting.

E. Member Comments:

1. Are permits required to remove trees? 3 species of trees require a permit to remove: madrone, redwood and oak over 6 inches in diameter. Info on CVCA website.
2. Fire insurance companies seem to cancel whether you do improvements or not. It can be area dependent, not necessarily individual home hardening efforts that determine if you lose your fire insurance. Speaker Robin mentioned home prices have yet to be dampened by fire threat in our area.
3. Liz: Would like to see the Cypress Fire grant money we receive reflected in our annual budget so membership can understand how important grants and matching funds are to our fire abatement work. Board has thought about this but it is hard since we never actually handle the money, they pay the contracts directly. And grant money comes in at different times after our budget is created.

Adjourn 5:36

Minutes prepared by CVCA secretary Alexis Speidel



**FIRE HARDENING AND DEFENSIBLE SPACE
DISCLOSURE AND ADDENDUM**
(C.A.R. Form FHDS, Revised 6/22)

Sotheby's
INTERNATIONAL REALTY

This is a disclosure and addendum to the Purchase Agreement, OR Other _____ ("Agreement"),
dated _____, on property known as _____ ("Property"),
in which _____ is referred to as Buyer,
and _____ is referred to as Seller.

1. LAW APPLICABILITY: If this property does not meet the conditions stated in paragraph 1A or 1B, there is no requirement to complete the subsequent applicable paragraphs.

- A. Home Fire Hardening Disclosure:** The Notice and disclosure of vulnerabilities in paragraph 2 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); (iii) the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN PARAGRAPH 2B.
- B. Defensible Space Compliance:** The disclosures and requirements specified in paragraph 3 are only required for sellers of residential properties if (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) the Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED.
- C. Fire Hazard Severity Zone Status:** It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on CalFire's website at <https://www.fire.ca.gov/dspace/>.

2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A are met):

- A. FIRE HARDENING STATUTORY NOTICE:** "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE [HTTP://WWW.READYFORWILDFIRE.ORG](http://www.readyforwildfire.org)".
- B. FIRE HARDENING VULNERABILITIES:** Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers...
 - (1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant Yes No
 - (2) Roof coverings made of untreated wood shingles or shakes. Yes No
 - (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. Yes No
 - (4) Single pane or non-tempered glass windows. Yes No
 - (5) Loose or missing bird stopping or roof flashing. Yes No
 - (6) Rain gutters without metal or noncombustible gutter covers. Yes No

3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):

- A. LOCAL COMPLIANCE REQUIREMENTS:** The Property (IS, IS NOT) subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.)
- B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE** with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:
 - (1) Seller is UNWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.
 - OR (2) Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. If this paragraph is checked, also check paragraph 3C(5) below.
 - OR (3) Property IS NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last.
- C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:**
 - (1) **BUYER RESPONSIBILITY – NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*



- OR (2) **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
 - OR (3) **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.
 - OR (4) **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain document of compliance prior to the time for Buyer's final verification of condition.
 - OR (5) **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
 - OR (6) **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.
- D. The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6)**, as applicable, may be obtained is _____, which may be contacted at _____.

* The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Defensible Space Inspector").

4. **FINAL INSPECTION REPORT DISCLOSURE:** Seller has obtained a final inspection report addressing compliance with home fire hardening or defensible space requirements as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or Seller does not have a copy of the report and buyer may obtain a copy at _____.

Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Seller _____ Date _____

Seller _____ Date _____

Buyer acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Buyer _____ Date _____

Buyer _____ Date _____

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The purpose of this form is to help a seller complete Paragraph 3 of the C.A.R. Form FHDS.

Paragraph 3 of the FHDS is only required if: (1) The Property contains one to four units; (2) The seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (3) The Property is located in either a **high** or **very high** fire hazard severity zone. **IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 of the FHDS DOES NOT HAVE TO BE COMPLETED.**

If any step of the DSDT below instructs the Seller to "THEN SIGN FORM" no further questions should be answered.

	Question	Direction	Additional Information
Step 1	Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)?	<ul style="list-style-type: none"> • <input type="checkbox"/> If Yes, check the "IS" box in 3A and then go to step 2. • <input type="checkbox"/> If No, check the "is NOT" box in 3A and then go to step 4. • If seller does not know, see the next column and find out. 	<p>How do you find out if your property is subject to a local defensible space law? The following sources can be helpful but may not know for sure.</p> <ul style="list-style-type: none"> • Contact your local fire marshal; • Contact CalFire @ https://www.fire.ca.gov/dspace/ • Contact your Natural Hazard Disclosure Company rep;
Step 2	(If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector?	<ul style="list-style-type: none"> • <input type="checkbox"/> If Yes, and the report documents the property is in compliance, effective on the date of sale, check paragraphs 3B(2) and 3C(5) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance or the compliance status will no longer be effective as of the date of sale, check paragraph 3B(3) and go to step 3. • <input type="checkbox"/> If No, paragraph 3B(1) applies and go to step 3. 	
Step 3	(Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property?	<ul style="list-style-type: none"> • <input type="checkbox"/> If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, 3B(1) applies and check 3C(3) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check 3B(3) and 3C(3) and, if applicable, complete 4, THEN SIGN FORM • <input type="checkbox"/> If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, 3B(1) applies and check 3C(6) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with local law, check 3B(3) and 3C(6) and, if applicable, complete 4, THEN SIGN FORM. • If Yes, go to step 3.1. 	<p>If 3C(3) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p>



	Question	Direction	Additional Information
Step 3.1	(A local law applies and requires compliance as a result of the sale of the property) Does the law require seller to obtain documentation of compliance?	<ul style="list-style-type: none"> <input type="checkbox"/> If Yes, check 3B(3) and 3C(4), and complete 3D and 4, if applicable, THEN SIGN FORM. <input type="checkbox"/> If No, and seller will not bring property into compliance before close of escrow, check 3B(3) and 3C(2), and, if applicable, complete 4, THEN SIGN FORM. 	<p>If 3C(4) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(2) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p>
Step 4	(No local law applies) Does seller have a report prepared by a Authorized Defensible Space Inspector within 6 months prior to the contract for sale?	<ul style="list-style-type: none"> <input type="checkbox"/> If No, and seller will not pay to bring the property into compliance with the State law, 3B(1) and 3C(1) apply, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If No, and seller will agree to bring the property into compliance with the State law, 3B(1) applies and check 3C(6), and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, and the report documents the property is in compliance with the State law, check paragraphs 3B(2) and 3C(5), complete 3D, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance with the State law, check paragraph 3B(3) and go to step 4.1. 	<p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p>
Step 4.1	(No local law applies and property not in compliance with State defensible space requirements) Will seller pay to bring the property into compliance?	<ul style="list-style-type: none"> <input type="checkbox"/> If No, 3C(1) applies, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, check 3C(6), if applicable, complete 4, THEN SIGN FORM. 	<p>If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p>

How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)
- Seller can hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)

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2023 CVCA Year End Fire Abatement Update

Michelle Nix

Bud Miller

2023 Fire (and Storm) Abatement Costs Review

2023 Original Estimate for 14 Fire Abatement Tasks:	\$25,150
<u>2023 Storm Estimates for 15 Additional Tasks (downed trees, etc):</u>	<u>\$39,650</u>
Total 2023 Expenditures:	\$64,800
<u>2023 Fire Abatement Budget:</u>	<u>-\$48,000</u>
2023 Balance Overage due to storm expenditures:	\$16,800



Good News	So-So News
Grant obtained by Bud Miller for 2024 for \$45,000 in matching funds from Cypress	Grant obtained MUST be spent by May 31, 2024 (work completed, validated and paid)
All 2023 work has been completed and paid for	
Bids have gone out for some of the genista related work as annual dues funding has been collected	Bids coming back are MUCH more expensive than in past years, indicating a broader outreach (to contractors) approach will be required
2024 Budget for Fire Abatement has been set to \$45,000	Unknown what other expenses will be incurred during the storm season

2023 Fire Abatement Team Update

In late 2022 the CVCA Fire Team was re-established. They have met 10 times, approximately every other month.

A huge shout out and Thank you from Bud and Michelle to those who are part of this committee for helping the Board drive fire abatement work!

Liz Chornwesky
Mary Pacey
Judy Feisthamel
Larry Arthur

In 2023 this team accomplished the following:

- 1. Clarified and enhanced the HOA alignment with the FireWise Community **4A, 4B, 4C, 4D**, 4E, 4F, N41 – Michelle Nix
4I, **4N4, 4L** – Larry Arthur
4J – Liz Chornwesky
4K – Judy Feisthamel
4M – Mary Pacey
4G, 4H, 4N2, 4N3, 4N5 – TBD
- 2. Provided input and guidance on the scope, approach and execution of the fire abatement tasks
- 3. Connected community resources to the work being performed so as to cross leverage efforts
- 4. Designed a new approach to oversight of the fire abatement tasks through identification of ‘community owners’ for areas being worked on. Areas in bold are also now staked to ensure easy project guidance to the crews we will hire to complete fire abatement work

