

Petition Comments

Trilogy Buffer Neighborhood Group

October 4, 2022

We have separated petition comments from residents by area and provided a summary of resident concerns for each area.

Areas:

- Promised Wildflower Meadow
- Meadow Ownership and Increases in Buffer Dues
- Meadow Irrigation System
- Buffer Maintenance

- Petition Comments from Residents

Summary

Promised Wildflower Meadow

Shea's meadow plan has failed multiple times. Attached comments include issues such as seed being spread on hillsides and washed away when sprinklers are turned on. The consultant hired by the Board reported that it will take three years and \$500,000 to put in the Meadow. This starts with grasses to prepare the ground and then drought tolerant wildflowers can be put in.

- Residents want an agreement with Shea to put in the drought tolerant attractive wildflower Meadow they have promised.

Meadow Ownership and Increases in Buffer Dues

Shea never disclosed to new homeowners that the Meadow would be owned by a Vineyard company and Buffer homeowners would be continue for Meadow maintenance even after the Meadow is sold. In addition, Shea never disclosed to new homeowners that the cost of watering the meadow which has been covered by Shea will be passed on to homeowners when they sell the Vineyard.

- The Meadow costs should be covered by the Vineyard owner, or the Meadow should be treated as a Trilogy common area.
- The WMA should put an agreement in place with Shea to ensure that Shea cannot sell the Vineyard or submit a change for land use to the County without agreement from the WMA.

Meadow Irrigation System

Shea has admitted that the watering system was not installed properly and will fix existing water line breaks.

- Shea must allow repair work to be inspected by someone the Board has approved.
- Shea will provide a five-year warranty for the irrigation system as they have provided for waterline breaks in other areas of Trilogy.

Buffer Maintenance

Maintenance on the buffer was not done by the vendor. Gopher abatement vendors have done a good job in the past. The new vendor has not. Buffer residents have been charged for work that has not been done and no action was taken to correct the situation

There were months of complaints and multiple requests to address problems that were not addressed. Residents have picture of weeds 5' high (probably horseweed) before they were removed. Residents have seen the individuals coming onto the Meadow and covering up gopher holes with a rake or kicking dirt over the holes instead of addressing the issue. This has caused gophers to come into backyards and destroy plants. Residents have had to pay money to outside sources to take care of gopher problems.

- Residents want action taken against the vendor and money returned for work that was not done.

Petition Comments from Residents

Promised Wildflower Meadow

1. One of the reasons I spent more on my lot premium was the view of the vineyard with the "year-round flowering meadow ". Every Shea representative mentioned this meadow when we were looking at homes. It has never happened. The flowers were few in number and were quickly overtaken by the grass and then quickly mowed down. Most of the year I look at dirt between my home and the vineyard. Shea obviously never consulted with a naturalist or arborist. Because of the cycle of grass and dead grass my backyard landscaping has been destroyed by gophers. I've had to remove my backyard lawn, or what's left of it. This rumor of Shea considering changing the vineyard land to a different use would significantly drop our home values. Should we remove the golf course too? This must be addressed immediately.

2. The terms “wildflower meadow” were used in the sales of our homes. I believe Shea needs to be held accountable to make right what they sold us. We are paying, on top of the premium for the lot, additional HOA dues to maintain something that was not properly installed to begin with. We are approaching five years in our home. I have pictures documenting that the wildflower meadow looked good for about 3 months. We kept being told to give it a “couple years” for it to improve. IT HASNT. I agree that Shea should not continue with phase 3, or leave this in our hands, until they follow through on fixing this.

3. We have lived on the buffer for five years. The attempts by Shea to establish and maintain a buffer meadow as promised have been a “TOTAL FAILURE”. The possibility of Shea Homes passing on this failed buffer to the HOA is absolutely unacceptable!!!

4. Fully concur with this petition. The CCMA Board needs to get this resolved and not be beholden to Shea. Very suspicious why the board will not confront Shea, but I have my theories and they are not good.

5. We live on Trail View Place going on 4 years. Why am I paying each month \$39.00 for services we were promised and not delivered. A meadow setting with flowers and maintaining the 5 foot section next to the buffer.

6. Agree with previous comments. We’ve been here 5 years still waiting to see a “MEADOW”

7. The board needs to stop ignoring this problem and get aggressive with Shea to get them to commit to correct their false advertising for the buffer zone. Not sure why the board is reluctant, but they need to get it in gear.

8. We purchased our home from Shea in Trilogy in February 2018. At that time we paid a significant lot premium to Shea for a lot on the vineyard. Since that time we have attended all of the Buffer Committee meetings as well as the CCMA meetings addressing the issues outlined in the petition from home owners above. Shea has not fully responded or corrected the issues they committed to addressing over 4 years ago. We were encouraged in the last CCMA meeting when two HOA Board members stood up to challenge whether Shea has fully met their commitments in Phase 2 prior to the HOA taking on the responsibilities of ongoing maintenance costs which will ultimately be passed down to the residents. The original Buffer Committee was formed to address and advocate for Shea to follow through on their Phase 2 commitments and for the HOA Board to support its 225 members that are impacted by these ongoing issues. We request a formal response from the HOA Board to address the concerns of members who represent 20% of the total HOA membership. Thanks for your consideration

9. I will add to what I have heard others say. When I viewed my potential house and discussed the buffer zone behind the house, I was told that I would have to pay an additional fee because the house was on the buffer zone. "But", said the Shea representative, "it will be worth paying the fee because there will be beautiful wildflowers year-round". Given that this has turned out to be a false statement, I feel Shea employed a "bait and switch" tactic in order to appease my concern about paying the extra fee. I was promise wildflowers and received sand and dead grass.

10. We purchased our home on Susan Court prior to construction in 2017 after waiting for two years until new lots were available with a vineyard view. We paid \$90,000 for the lot premium (some owners paid up to \$200,000). Our lot premium was less as our view is 50% buffer and 50% vineyard, therefore one-half of our view is dirt and weeds. The first year we enjoyed beautiful wildflowers in the buffer and were promised by the salespeople that this would continue. But since then, there has not been a wildflower in sight. We have gone to numerous meetings where Shea committed to provide what they promised, but nothing has changed. At one meeting, Drew Park shut down it down and told everyone to leave when questions hit too close to home. There is no question of Shea's responsibility on this matter. There is a very long trail of documentation. They have no legal standing. So- the question remains: Why is no legal action being taken against them?

11. Bring back the flowered meadow we had when we moved in. How did the HOA (Shea) screw that up?

12. It looks so bad. Thanks for the update, stick to it!

13. It is Shea's corporate and social responsibility to deliver a successful resolution for the Current Meadow Planting Plan, Meadow Irrigation System, and Meadow Maintenance BEFORE Shea vacates the Trilogy development. We are NOT seeing successful results and it has been three years since we closed on our house.

14. It's ridiculous that we continue to pay \$40 a month for a meadow that is not there. The first year it was gorgeous, & nothing since then. Shea needs to live up to their promise of a meadow or we should no longer have to pay the monthly supplement.

15. Let's get this DONE!

All of us have been more than patient, no more excuses....just results please.

16. Our backyard view has significantly deteriorated since the promised wildflowers died and were never replaced. We face a significant amount of dirt as our view most of the year. Not what we bought or were promised. The gophers have ruined our grass in the yard as well. Shameful lie by Shea homes.

17. Please fix this ASAP

18. Shea cannot be trusted. We will have been on the vineyard for 5 years in November. It is their job to establish the buffer/meadow, and we were told that our monthly fee would maintain it. They have failed to establish it, and they know it. The band aid approaches of the past three years have failed...but they don't want to pay what it will take to establish the meadows. They turn the locations over to the board and then try to wash their hands of the responsibility. It is a very complicated situation, and despite the pleadings from the now disbanded advisory committee, the board over the past two years has failed us miserably. I agree that whatever is negotiated by the board needs to be presented to the 225 affected homeowners before acceptance. Supposedly there is going to be a town hall with Shea in October....I have asked the board for plenty of advance notice so we can ensure a big turnout. We need to show up and make our voice heard loud and clear.

19. Shea needs to be held accountable for their failure to provide an established meadow that can be maintained, not established, by the monthly assessment.

20. Shea promised us wildflowers and meadow grass and a maintained buffer zone. I would like them to meet their commitment to our community soon. Behind our home the buffer zone irrigation system leaks and we have not seen it run in the 9 months we have lived here.

21. Thanks for keeping up the pressure. Just noticed Heather reports that these issues are being handled and that, especially, the meadow is on track for success. That is directly contradicted by Greenly. More discussion is needed.

22. Thanks for the helpful web site. I moved in 6 months ago, and it's scary that Shea is trying to get away from their Phase 2 mandate. They must be required to provide lasting and verified buffer and Meadow environments for the Homeowners that paid for it.

23. The meadow appearance and maintenance was part of our sale pitch when we purchased. We specifically purchased for the vineyard View as well.

24. We are very concerned about the meadow. Just seeing your emails as they landed in my junk folder and I just discovered them today. That may have happened to others if you're not getting responses to your petition.

25. We need to get Shea to correct these before the Phase 3 is approved. The HOA board needs to get off their butts and force this issue with Shea. Not sure why they are refusing to address.

26. We want Shea to live up to their promise of providing a wildflower meadow in the buffer zone. We had our landscaper remove the weeds in the buffer zone directly behind us because they were so unsightly.

27. Whoever is doing the buffer work obviously does not know what he is doing. After 4 attempts I would not give him a 5th chance unless it's agreed, no results, no pay.

Why can't the buffer be done with the same grass that's on the steep hillside on Kingston near Centre Point Dr? Or do the same as the buffer around the Challenge Course?

28. I am concerned about the escalating costs of the buffer maintenance. The costs to maintain the area were not properly estimated at the outset. We were told the vineyard buffer would be a meadow of plants and wildflowers in the springtime. The first year we moved in there were some flowers but the next 3 years the condition of the meadow has deteriorated. There are no wildflowers and most of the year the weeds outnumber any native plants.

29. Shea should improve and warrant the work on the Meadow before they exit the HOA. The commitment to maintain the Meadow for the vineyard's buyer is problematic on many levels. The sale of the Meadow should have severed the HOA's maintenance obligation for the property.

30. Some of the homes are on the side of a hill, reseeding is so very important to prevent erosion especially due to all the gopher activity. Without seeding and planting, the risk of these hills eroding is significant.

2nd email: Hello Thank you for your lead on the buffer issue. I have also submitted my complaint regarding the Buffer Zone Shea issue to the HOA. The HOA sent out a MOU for the Shea phase 3 development as for input and stated my issue with the Buffer zone issues there as well. I stated Shea needs to finish in Phase 2 what they were promising, buffer zone landscaping when selling homes on Vineyards. Shea Buffer zone landscaping has failed and it is a fire hazard.

31. We are opposed to absorbing the costs to maintain the buffer zone. Shea needs to meet their obligation and finish out the buffer zone and meadows!

32. ... This meadow needs maintenance and grasses of flowers that was promised to us when we bought the house. We feel cheated on what was promised to us.

We finally deserve what was promised to us by Shea. They lured us into a home sale with false promises. We have been paying for years now for this buffer zone, which is a zone of dirt and weeds and gopher paradise. This was false advertising by Shea to lure us into buying and need to be addressed the board or needs to go to court!

33. I agree with the above summary of issues with the Meadow and hope that Shea will provide a better solution as the current state of the Meadow is unacceptable

Meadow Ownership and Increases in Buffer Dues

This issue only came up recently and was not included in the petition. It has become a major concern. We expect to get a large number of additional comments.

1. Shea created the Buffer Cost Center to require homeowners to pay for maintenance of the Meadow that will ultimately be owned by a Vineyard company. They never disclosed this to new homeowners when we purchased the property.

Shea also never disclosed to homeowners that homeowners would be charged for Meadow watering when they leave. This is not included in the current dues. The maintenance costs of the Vineyard should be paid for by the Vineyard owner not homeowners.

The WMA needs to ensure that of Shea cannot sell the Vineyard for another purpose without agreement of the WMA. Shea needs to agree not to go to the County to change land use without notification and review by the WMA.

2. We bought a home with a Vineyard view and paid a premium for the view. We are being charged maintenance for the Buffer and Meadow. Now we find out that when Shea sells the Vineyard the new owner will own the Meadow and we will still have to pay for maintenance on land Trilogy does not own. Also, we are now told that the watering costs for the Meadow that Shea has been paying for will be passed onto homeowners when they leave and not the Vineyard that owns the Meadow. The Board needs to address this!

3. The fact that Shea has withheld information about the rising costs to the homeowners when they leave is unacceptable. We have no idea what it will cost to maintain.... if there ever is even anything to maintain. Right now, and for years we have lived with a weed and dirt buffer when promised a "meadow". We also were just informed that if they can't sell the vineyard, they could turn it into who knows what else...but certainly we didn't buy a home to live on "whatever Shea can sell it for". We moved from a house on the golf course to this one because we wanted a vineyard view!! So much promised and so little followed through on. If this isn't a "bait and switch" way of doing business, then what is?

4. An additional concern is the cost of irrigation water used to establish the meadow especially if that cost is imposed solely on buffer residents.

5. The cost center must be merged with the HOA cost center because buffer homeowners also pay for the golf fringe. All properties will benefit from a green space

valuation. The plan must be measurable and accountability must be clear. We are looking for Board's commitment to this project.

6. The HOA has been spending a large amount of money on gopher removal. I have heard that the cost for water and power to run the meadow sprinklers is currently being paid by Shea. Can Shea provide the HOA Board with the current costs for water and the electrical power needed to run the pumps for the meadow irrigation? When they complete the buildout of the community, the vineyard buffer residents will be facing an additional expense that is currently not budgeted for.

One other concern that I have is what happens to the vineyard if Shea is unable to sell the vineyard to a 3rd party winery? We purchased a home with a 'vineyard view'. I would hate to see Shea sell the vineyard to a berry grower that would remove the vines and replace them with rows of berry bushes and the arched white plastic tent like covers.

7. I am concerned as this buffer charges continue, how much more will we be obligated to pay, especially when Shea leaves and is no longer paying for the water, or if Shea manages to sell the vineyard who will be responsible for the water and maintenance?

We must hold Shea accountable to their contractual obligations.

8. I recall that those of us on the buffer who are now charged monthly for the privilege of living on the buffer, voted to support using our HOA fees to support the golf course fringe rehab. So, I believe it is time for those people to support those of us on the buffer to get this buffer problem corrected. The people on the golf course are not paying the month fees with possibilities of increases.

9. Shea should improve and warrant the work on the Meadow before they exit the HOA. The commitment to maintain the Meadow for the vineyard's buyer is problematic on many levels. The sale of the Meadow should have severed the HOA's maintenance obligation for the property.

10. The buffer area should be the responsibility of the vineyard.

Buffer Maintenance

1. Having paid over \$2000 so far for the Buffer/Meadow and watching the space deteriorate to sand pile with weeds & Gophers is very disappointing. We expect greener space that gets adequate water to grow, does not require too much maintenance and well established.
- Shea must be held responsible for the costs.

2. A responsibility is just that...an obligation to do something that one said that they would do. Shea (and by virtue of their refusal to represent the wishes of the homeowners, the Board), have an obligation to fulfill tasks they have committed to fulfill. Meanwhile, as we homeowners continue to pay for services we aren't receiving, Shea is preparing to "run away" from the Monarch Dunes project and leave the homeowners and the Board "holding the bag" for the remedy.

3. If there was a commitment to properly install and maintain the buffer zone, then the Board on behalf of their constituency we the home owners, should seek immediate remedy through whatever means necessary including litigation and/or the San Luis Obispo Board of Supervisors and the Better Business Bureau.

If the homeowners have been taken advantage of by the inaction of the Board, then the homeownership needs to assemble the facts and follow through on voting those members out of office, and elect new representation with the intestinal fortitude to hold Shea (or any other "vendor" for that matter) responsible and not be bullied by their bluster and bull_h_t.

4. In addition, we have been told that the gophers are our problem if the piles are on our side of the "property line" between our property and the buffer. I have personally been in attendance while a maintenance person stood at a spot at the edge of the buffer adjacent to my yard which he subjectively determined to be the property line. Then raise his arms to the side to designate to his helper that the traps should be set on the buffer side of his subjective imaginary "property line"!!!!

5. Our meadow is a sad piece of land with abundant weeds that fly over in the garden and germinate in our backyard.

Gophers and rabbits have destroyed our landscaped garden with loss of expensive plants and constant mounds and tunnels. We have spent a lot of money for people to clean up the mess and fresh bark supplies, to our dismay that in 2 weeks we are back to the same mess and more plants being destroyed.

6. Our backyard view has significantly deteriorated since the promised wildflowers died and were never replaced. We face a significant amount of dirt as our view most of the year. Not what we bought or were promised. The gophers have ruined our grass in the yard as well. Shameful lie by Shea homes.

7. This is our second home on the buffer. Shea did the identical process in both homes, they seeded, watered, and made the lots attractive until they sold. Then in both cases once all lots around buffer were sold - watering stopped, buffer grasses, flowers died, and weeds took over and we see nothing but dirt and weeds. Ridiculous they take our fees and we see dirt.

8. We have lived here since July of 2021. there has not been any organized maintenance in our area of the buffer zone. In fourteen months we have seen only sporadic removal of weeds, mowing of overgrown weed grass and occasional gopher poison deployed. Its apparent to us that there is no supervision or plan for regular care, irrigation or maintenance of this area. We have had to send numerous email requests ourselves to ask for weed removal and shrub trimming causing excessive insect infestation on our property from the lack of maintenance. When the work is performed, we observe that only partial weed removal /shrub trimming is completed as well. We are constantly interrupted by crews deploying chemicals in the vineyards and creating dust with the equipment when they are constantly doing laps around our backyard area. This dust has infiltrated our home and the chemicals are making us and our dog sick. This chemical work goes on throughout the night and we can't sleep because of it. A dust control plan seems logical as well as a working hour limitation should be established.

9. I would like to see HOAMCO held accountable for the lack of quality regarding how our additional monthly dues are spent. This requires direction from the board. I would like to be informed of new information regarding restoration of the vineyard buffer, as well as Phase3 progress

10. We want Shea to be responsible for the buffer They have been negligent in their duty to their commitment to addressing this issue It is time they are held accountable for their actions

11. We had our landscaper remove the weeds in the buffer zone directly behind us because they were so unsightly. We've also had to pay for gopher control because neither the HOA nor Shea would take responsibility for it. What is our monthly assessment for the buffer zone going to?

12. In addition to the general concerns about the buffer, I would like clarification on the large drainage pit behind Riley Court and Trail View from #921 on up. Will this be treated and seeded like the buffer? Who is responsible for maintaining it? Is it considered part of the buffer? I have asked these questions in zoom meetings and have not received clear answers. I agree that we should not be paying an extra monthly fee if promises as to aesthetics are not being kept.

13. I agree with the above summary of issues with the Meadow and hope that Shea will provide a better solution as the current state of the Meadow is unacceptable

14. it's just dirt, weeds, and even deep tire tracks from the maintenance vehicles. SO ugly to see out of our living room and master bedroom windows and I'm not even the "uppity" type lol. I just want to see value for what I pay for....there is no value in this. None of us really want to pay the extra (\$40?), but if we have no choice at least it should be attractive to look at. They replied that this was on the list for things they are addressing.

I just wanted to add my two cents and paraphrase the comment I submitted to them. Please feel free to contact me if you have any questions or need more info.

Looking forward to a reasonable resolve both visually and financially. Thank you!

Meadow Irrigation System

1. I so agree. We need to have Shea live up to his promises!

The sprinkler behind my home has been leaking for months and months. The plants behind my Fence where the Sprinkler is leaking is growing considerable larger than the others. They did have a group of people come in and mass trim and clean. I can't remember when I was notified of any seeding, nor do I remember seeding being done.

2. The buffer irrigation system is faulty. Leaks from the system flow into our backyards and into the vineyard. The solution was to turn off the valve. Now the buffer is not being watered.

The entire irrigation system should be verified sound before being turned over to the HOA. It should be evaluated by a neutral 3rd party and appropriate remedies should be secured before the transfer of responsibilities.

3. The water directly behind us has never gone in the 9 months we've lived here. We look out onto the vineyard surrounded by dead grass, dirt & weeds.

4. Shea needs to keep their promises!!!! This development has probably been one of their best investments in this type of development. Shea needs to pay the price of shoddy workmanship. We will probably end up with a Class Action Lawsuit that will affect the desirability to move into this trilogy.

Other Comments

These are other comments from residents not covered in the previous sections.

1. Thank you for sharing all you know.

2. We agree completely.

3. We want Shea to listen to and satisfy the concerns of the community BEFORE they leave Trilogy.

4. Thank you for putting this work in and hopefully getting us a positive resolution.

5. Please add me to your buffer email list. We live on the Challenge Course, so don't have a buffer issue, but we want to be aware of issues our Trilogy Community is having so we can support them.

6. In addition to this information, the buffer zone we are located on presents extreme wildfire conditions along with potential mudslide possibilities, should normal rain conditions return.

This can affect not only Trilogy but any business that is at the bottom of the hill. The potential for lawsuits from any of this ever happening is another major concern that homeowners may face, unless Trilogy puts in and maintains preventative measures to prevent it.