

PINE MEADOW RANCH OWNERS ASSOCIATION
MONTHLY BOARD MEETING
RANCH MANAGER'S OFFICE
SEPTEMBER 18, 2018

In Attendance: Tom LeCheminant - Vice President; Pamela Middleton, Secretary; Jonathan Hoffman (Area 1); Jeremy Jespersen (Area 2); Joe Pagel (Area 3); Byron Harvison (Area 7). Ted Bonnitt (Area 6) participated via telephone. Tony Tyler arrived later in the meeting.

Ex Officio: Jody Robinson, Ranch Manager; Robert Rosing, HOA Attorney

Excused: Andrew Pagel, Treasurer; Robert Walthall (Area 4); Bruce Hutchinson (Area 5).

Guests: Tom Deaver, Lot E-71A; Sylvia and John Nieman, Lot FM-D-140, 1157 Arapaho; Amy Wright, Lot FM-C-57; Rachel Sharwell, Lot FM-C-56; John and Margaret Kurtin, Lot FM-D-145, Carolyn Strathearn, Lot PI-F-50.

Pamela Middleton called the meeting to order at 6:52 p.m.

Approval of Minutes

August 21, 2018

Pamela Middleton referred to page 1 under people excused and changed Jeremy Hoffman to correctly read **Jonathan Hoffman**.

MOTION: Pamela Middleton moved to APPROVE the minutes of August 21, 2018 as corrected. Tom LeCheminant seconded the motion.

VOTE: The motion passed. Joe Pagel, Jonathan Hoffman, and Byron Harvison abstained since they were absent from the August meeting.

Tony Tyler arrived.

Tom LeCheminant reported that he had credible information that the FedEx box at the bottom of the canyon would be put in place the next day. He asked Ms. Middleton to post it on the webpage.

Old Business

CC&R Committee Progress Report

Ted Bonnitt stated that he spent most of the month filling out the questionnaire that Mr. Rosing had prepared. He was able to obtain the notes that Kirby Wilson had taken when he was on the Board. He compiled those notes, as well as additional information

from committee members Roy Park, Pamela Middleton, and Carolyn Strathearn. Mr. Bonnitt noted that they did not have answers to questions 16-23 because he does not have access to the required information. He was trying to find a way to finish the questionnaire. Mr. Bonnitt reported that he had asked Mr. Rosing to begin the draft.

Mr. Bonnitt remarked that he had sent out several emails; however, with the exception of Ms. Middleton, the other Board members on the committee had not responded. Joe Pagel stated that his brother, Andrew Pagel, is on the committee. He was certain that Andrew was getting the emails and message but was probably busy. He would reach out to Andrew and ask him to respond. Mr. Bonnitt understood if people were busy. His goal was to organize the process and make the committee functional. The objective is to keep to a schedule and keep the momentum that was established at the summer community meeting. People who attended the meeting and others who contacted him later asked that they be updated regularly and nearly half volunteered to help.

Mr. Bonnitt stated that had spoken with Mr. Rosing about having something to report at the Annual Meeting. He understood there may not be consensus on a draft by the Annual Meeting, but they should at least have consensus on the direction it is going; and report that direction to the membership. Mr. Bonnitt believed it was important for the members to know that they were moving forward to keep people active and interested when it comes time for a final vote.

Mr. Bonnitt remarked that an ideal goal would be to have a draft that the Board had preliminarily reviewed so he could give a report to the members at the Annual Meeting. They could also have a schedule ready to announce at the meeting outlining the steps and time frames that would lead to a vote. Mr. Bonnitt suggested that the Board schedule times for member comments and discussion over the winter and early spring. His preference would be to have a Ranch-wide vote next summer when most people are on the Mountain. His mission for the committee was not to squander this opportunity.

Mr. Bonnitt planned to reach out to people on the Ranch who served in earlier years that may have pertinent background information. Ms. Middleton suggested that Mr. Bonnitt reach out to Mike Lloyd who was the HOA president many years ago.

Mr. Tyler asked Mr. Bonnitt on which email he had listed the questions 16-23. Mr. Bonnitt stated that when he emails the committee members he always attaches the questionnaire that Mr. Rosing had prepared. The second email he sent to the committee a week or two ago, he had noted that those questions were needed. He invited non-committee members to share any insight they might have.

Mr. Bonnitt believed Mr. Rosing could begin the draft with the first 15 questions. Mr. Rosing remarked that he would not be able to start until October, but he should have a draft ready for the Annual meeting.

Mr. Bonnitt wanted to help with updating the email distribution system and basic communications systems to create more outreach to the membership. That feedback was given during the community meeting. If people feel they are being heard, the process will go smoother towards reaching a vote.

Mr. Tyler stated that he would look at questions 16-23 and respond to the rest of the Board as well. He noted that Mr. Bonnitt had sent the email on September 4th. Mr. Middleton informed Mr. Bonnitt that Carol has all the email addresses. She also thought most of the area reps had email addresses for their areas.

Mr. Bonnitt reported that Carolyn Strathearn, a committee member, went to Summit County this week and did some research on the existing CC&Rs. They were trying to get a baseline from all the documents that exist and pull from those to make the rewrite easier.

Mr. Tyler thanked Mr. Bonnitt and Ms. Strathearn for their efforts.

Snowplowing Connector and Insurance Requirements

Jonathan Hoffman remarked that a request for bids was sent out last year but no one responded. Therefore, plowing the connector was done by Jody, Randy, and a few members from FMEEF. Mr. Hoffman recalled that plowing was budgeted for the 2018 fiscal year and he believed there was funding left over to cover at least the first part of winter. He assumed they would have to vote on funding for the second half of winter for 2019. Mr. Hoffman had spoken with Jody and Randy, and it appears the best path is to post an ad and request bids from contractors who might already be licensed and would meet the Ranch's insurance requirements.

Mr. LeCheminant read a comment from Carol stating that the insurance company for the Ranch requires the contractor to carry \$1 million liability insurance equal to the Ranch's insurance policy, and to carry an additional \$1 million umbrella with Pine Meadow Ranch named as additional insured.

Carolyn Strathearn stated that she could provide a list of contractors who do snow removal and already have million-dollar insurance policies. Those contractors would also give free bids.

Mr. Tyler believed the challenge was the requirement from the Ranch insurance carrier for subcontractors to carry certain types of policies. He recalled that last year they had no responses to the RFP to plow the connection. Mr. LeCheminant stated that Brian Myers had responded but his bid was double what the Board had budgeted.

Mr. Hoffman asked if the HOA has a legal obligation to post it on some type of public record or newspaper. Mr. Rosing answered no, because the HOA is a private entity looking for a someone to plow the roads.

Someone asked for the definition of the connector and whether it was part of the section of Forest Meadow that was discussed and voted on last year as the loop. She was concerned that it would defeat the purpose if chunks are taken out of the middle of the loop that was voted on. Mr. Tyler believed there was a lot of confusion surrounding the actual route last year, and he thought it was important to first establish the route. Mr. Hoffman recalled that last year they had it delineated from the intersection of Junction Court up Forest Meadow and across Arapaho to the winter parking lot. That was the route outlined in the request for bids and a map was included.

Mr. Tyler asked Jody if he could foresee any changes this year and whether he wanted to take a different section of road. He asked if there were more available resources to plow additional sections of road. Jody asked if it was considered only an emergency connector. Mr. Tyler thought it was intended to be a secondary route as well as an emergency connector. It should be maintained the same as other roads. Jody believed they could plow the same route they did last year. Mr. Tyler clarified that Jody would be comfortable plowing up Tollgate Canyon to Arapahoe, Arapahoe past the gravel pit, and then continue on Arapahoe to Forest Meadow, and Forest Meadow down to Junction Court if the HOA took on that obligation. It was the same route they plowed last year, but he questioned whether the HOA would still have the capacity if it is a heavier snow year, and at what point Jody would run out of capacity. Jody expressed his preference for finding an independent contractor to plow that route if possible. However, he thought he could plow from the switchback to the freeway and from Junction Court to the freeway to keep the two main arteries open. Mr. Tyler asked if the two sections from the switchbacks to Junction Court and Junction Court to the freeway were equal. Jody thought they were fairly equal. Mr. Tyler asked if the RFP requested a bid on the two pieces individually and one was significantly more than the other, whether Jody would be comfortable plowing one section and have the third party plow the other section. Jody clarified that he was saying they should plow up Forest Meadow to Junction Court and up Tollgate as far as the switchback, and have the connector in between. Mr. Tyler thought it might be easier for a contractor to plow from the highway to Junction Court rather than from Junction Court to the switchbacks.

Jody was concerned about sanding. Mr. Tyler understood that if the bid included sanding, Jody was comfortable giving up one section.

Mr. LeCheminant reported that Rachel Sharwell had sent a letter inquiring about the plowing. Brian Myers had also sent a letter. Mr. LeCheminant believed the insurance requirement was the only issue.

Amy Wright asked when the RFP would be sent out. FEEMF would like to send out the information to anyone on their side who is interested in bidding. Mr. Tyler recalled that Jonathan Hoffman had prepared the RFP last year. He asked if Mr. Hoffman would look at the map and split the route into the two sections discussed for the RFP as Option 1 and Option 2. Mr. Tyler also requested that the bids include a unit rate per hour and a cost for sanding. If individuals on the Ranch submit a bid, they probably would not have a way to sand; in which case sanding would be N/A on the bid.

Mr. Hoffman offered to prepare a draft RFP and send it to the Board members for comment before he sends it out for bid. Mr. Tyler suggested that he should also send the draft to Mr. Rosing. He asked Mr. LeCheminant to forward the draft to their insurance agent to review it from an insurance perspective.

Mr. Deaver stated that last year the cost of a \$1 million policy was approximately \$1200 per year. Mr. Deaver asked if the RFP would specify that the sand material should be comparable to what Jody uses. Jody stated that he uses road base.

Mr. Tyler thought if they could send out the RFP in the next week to ten days they would have everything in place before the plow season. Mr. Hoffman thought they would have to reapprove the budget at the Annual Meeting because the plow budget ends December 31st. Mr. Tyler asked Ms. Strathearn to submit her list of plowers to Mr. Hoffman.

New Construction/Additions

FM-B-36

Mr. LeCheminant reported that a Stop Work Order was issued by Summit County and several fines were assessed. In doing further research with County, the owner cannot build what they intended to build. The County only allows less than a 1,000 square feet in a secondary structure. Currently, the square footage is 2400 square feet. Mr. LeCheminant questioned whether the owner intended to make the new structure their primary living space and the existing 1400 square feet structure their secondary

structure.

Mr. Tyler explained that while riding around the Ranch Mr. LeCheminant found a property under construction that was never submitted to the Board for approval. At the same time, he also found that the construction was started without a Summit County building permit. In addition to the Stop Work Order and the fines from the County, Pine Meadow Ranch sent a notice informing the owner that their plans needed to be approved by the HOA Board. This was an information item only and no action was required.

PI-D-14

Mr. Tyler noted that this item was the amended sign and gate on Alexander at the end of Elk Road where it goes into the Adams property. The owner has an approved architectural building plan from the HOA. The first issue was signage. The owner posted oversized no trespassing signs that were never approved and are not allowed per the CC&Rs. Mr. LeCheminant spoke with the owner about removing the signs. The second issue was the fence. Mr. Tyler recalled that the owner had proposed a 4-foot high fence and the installed fence was 5-feet. The owner was asked to modify the fence to comply with the approval. The third issue was that the owner gated a section of the old Alexander Road that is a prescriptive fire exit and not on the owner's property. Mr. LeCheminant notified the owner and they plan to move the gate on Alexander back to their property.

Ms. Middleton noted that a trailer has been on the property for the past year. Mr. LeCheminant stated that the north side of the lot was annexed into the Ranch and is part of the HOA. The south side where the trailer is parked is not part of the HOA.

Mr. Tyler stated that this was an information only item and no action was required.

PI-E-30

Mr. Tyler noted that this item was a temporary chain link fence issue. The Board received a letter from the property owner, and Mr. Tyler believed there had been some miscommunication regarding the County requirements and what the HOA requires. If the intent is to install a fence to protect the construction site, Mr. Tyler recommended that the Board allow them to do it on a temporary basis. However, he did not favor a raw chain link fence. Mr. Tyler recommended that the owner propose a scrim or sheeting that attaches to the temporary fencing in a gray or brown color. The Board should explicitly define that the fence is temporary and for construction only. The Board concurred.

Mr. Rosing remarked that another issue was that the owner did not ask for permission before installing the fence. He explained that the permission given by the Board could be explicit that it is temporary construction security and not a fence.

Mr. Bonnitt thought the CC&Rs were vague in terms of temporary fencing. There are explicit rules about permanent fencing, but gray areas for temporary fencing. In the email chain they talked about preventing setting a precedent and to make sure it is on the record that this is an exception because of security concerns.

Carolyn Strathearn noted that the CC&Rs specifically says that temporary fencing is at the Board's discretion. A Board member agreed that safety was a number one issue and he could not argue when someone pleads safety. Mr. Tyler stated that fencing is typical for construction sites. He fences all his construction sites as practice. It is a safety issue and a liability issue for the general contractor. Mr. Tyler considered recommending to the Board that the HOA require fencing of construction sites on the Ranch for safety and security.

Mr. Deaver stated that if the Board could come to an agreement this evening on using scrim, they could put it in the Architectural Guidelines to avoid this issue in the future.

Mr. Tyler thought they should notify the property owner that the Board discussed the fencing and determined that the owner needed to propose a mitigation solution that would include an earth tone colored mesh scrim that would cover the entirety of the chain link fence from the public right-of-way. Robert Rosing would write a letter to that effect and send it to the property owner with a 10-day response time.

Mr. Bonnitt thought it should be made clear for the record and stated in the letter that the construction chain link fence should have been requested before it was installed.

A Board member asked about length of time. Mr. Tyler stated that it could either be for the excavation or for the entirety of the duration of construction. He thought the Board should say that the fence must be removed after the construction permit has expired. Mr. Tyler suggested language for the Architectural Guidelines to state, "Temporary perimeter fencing may be allowed for a duration not to exceed the overall construction of the home". Mr. Rosing added, "...or it must be removed if construction ceases for x-amount of time". Mr. Tyler added, "The owner or the contractor must provide an aesthetic mitigation for the temporary fencing". Mr. Tyler thought the construction fencing should not exceed the period of time between issuance of building permit and certificate of occupancy, provided that construction of the project is prosecuted to the reasonable best efforts of the general contractor. Mr. Rosing would refine the language

and write the provision for the Architectural Guidelines.
PI-G-85

Mr. Tyler noted that the owner was proposing to build a storage shed under 120 square feet. It would not have power or water. Mr. LeCheminant contacted the owner and asked if he intended to submit plans to the Board. The owner was looking at loopholes in the construction checklist which says that approval is not required for structures under 120 square feet. Mr. Rosing pointed out that the language states, "It shall be conditionally approved". He recalled that the Board debated this same issue at a recent meeting. Mr. Rosing thought the language could be interpreted in two ways. The first is that Board approval is not required, but the owner still needs to follow the rules. The second is that the owner needs to notify the Board of the plan to build, but they do not need to wait for Board approval.

Mr. Tyler stated that he wrote the document with the intention that if someone wanted to put up a 10' x 11' or a 10' x 12' shed and it was less than 120 gross square feet measured from the exterior dimensions, they would be allowed to do so without application to the HOA and payment of impact fees, provided that the structure meets the requirements of the Architectural Guidelines. If they notice a shed that does not meet the Architectural Guidelines, the owner would be noticed and required to comply. Mr. Rosing remarked that once the shed is constructed on Lot PI-G-85, someone should drive by the site to make sure it meets the requirements.

Mr. Bonnitt understood that the burden is on the owner to comply with the requirements if they do not obtain Board approval. Mr. Tyler replied that he was correct. Mr. LeCheminant asked about a 10' x 12' shed that has power. Mr. Tyler recalled from previous discussions that the Board was not concerned with what is inside the shed or how the shed is used. It has no impact because it is a Tuff-Shed. Mr. LeCheminant pointed out that for structures 10' x 12' or above, the owners are required to submit their plans to the Board and pay an impact fee. Mr. Rosing recalled that Board Member Hutchinson previously raised the issue of people who put up sheds and live in them. Mr. Tyler remarked that living in a shed structure is not allowed by the Summit County Building Code. If someone observes that occurring, they should contact Summit County Code Enforcement. Mr. Rosing stated that the structure would be conditionally approved per the Guidelines, but a 10' x 12' shed is not an appropriate size for livable space on a lot on the Ranch. Mr. Tyler agreed, noting that Summit County requires 150 square feet for a habitable residence.

Mr. Bonnitt asked if a shed is defined as not having power and water. Mr. Tyler answered no. The requirement is only based on size. Mr. Bonnitt noted that the proposed shed is in his Area. He had spoken with the property owner who assured him

that the footprint was less than 120 square feet. Mr. Tyler clarified that the threshold is 120 square feet. If the structure is 120.2 square feet, it would require Board approval and an impact fee. The provision was written based on an exterior 10' x 12' measurements. He reiterated that even if the structures meets the size requirements and the square footage, it still needs to meet the Architectural Guidelines in terms of color, materials, etc. If it does not meet the Guidelines, the owner would be required to bring the shed into compliance or remove it from the lot.

Mr. Bonnitt thought the question for the Board is whether to continue to allow structures under 120 square feet to be built without approval. Mr. LeCheminant noted that per the CC&Rs nothing can be built, or rocks cannot be moved without HOA approval. Mr. Rosing suggested that they could require the property owner to give notice to the Board so the Area Rep can make sure it complies. Mr. LeCheminant thought they could revise the language to require the property owner to give the Board notice if they plan to build a structure under 120 square feet, and that the structure must comply with the Architectural Guidelines. If it does not comply, the owner will be required to remedy the violation or remove the structure. Mr. Bonnitt suggested that the Board could have an advisory role for those types of structures in an effort to save time and money for everyone. Mr. Tyler explained that the Board previously made the decision that a property owner should not have to go through a full Board approval process to construct a storage shed in their backyard. That was the intent for the current process.

Signs

Ms. Middleton asked if the HOA had sent a letter regarding the sign at the bottom advertising available lots at Deer Meadow that was posted without Board approval. Mr. Tyler thought the sign had been taken down. It is considered a realtor sign that was posted without permission. Mr. Rosing offered to write a letter if someone could give him the name of a person to contact. Ms. Strathearn commented on other signs on the Ranch that were posted by contractors without Board approval. Mr. Tyler explained that when a contractor pulls a building permit they are required to post a certain size sign with the name of the company, contact information, the building permit number, and the address. However, if a contractor posts a marketing sign, that is not allowed. Mr. Tyler stated that Jody would contact Doug McAllister about removing the Deer Meadow sign. If the sign is not taken down, Jody would remove it. When someone sees a marketing sign they should contact Carol and she will send the contractor a letter informing them that marketing signs are not allowed and the sign needs to be removed.

A Board member commented on a crossing sign at the bottom that was missing. Mr. LeCheminant noted that it disappeared along with the signs by the garbage bins. He

had filed a police report.

Ranch Manager's Report

Mr. LeCheminant updated the Board on the water truck. The noted that the HOA had purchased a water truck and after 100 miles the motor went out. The people they purchased it from in Idaho hauled it back to Idaho to find the problem. They agreed to do a bottom end in-frame rebuild. After looking into it further they had to send the crank out for repair. However, for some reason Journal #3 was not oiling. They were now suggesting a complete motor replacement. There was an option yesterday to use a motor out of a truck that had 100,000 miles. It has a documented rebuild.

Mr. LeCheminant stated that the question was whether the Board wanted to continue putting money into the original motor, which was estimated at \$8,000 to rebuild; or if they wanted to purchase the new motor for \$10,000. He understood that the rebuilt truck motor would come with a warranty. The issue is that the Journal was not oiling.

Mr. Tyler stated that in talking with Mr. LeCheminant and Jody, they were all of the opinion that replacement was a better option. However, Mr. Tyler did not believe the HOA should have 100% responsibility for the cost. He noted that the truck was originally listed at \$32,000 and they were able to negotiate a price of \$27,500, which included the value of a roller. Mr. Tyler believed it would be fair if the HOA agreed to pay the difference between the asking price and what they paid for the truck. The HOA would pay an additional \$5500 and the seller would cover the remaining cost of putting in a replacement motor. If the seller does not agree, Mr. Tyler thought they should return the \$27,500 to the HOA and the seller keep the truck and roller.

Mr. Rosing asked if the HOA had signed any type of contract when the truck was purchased. Mr. LeCheminant noted that the HOA paid cash. He and Mr. Tyler were unsure if a contract had been signed. Mr. Rosing thought the argument would be that the HOA paid for a working truck. If they could not get a working truck they should get their money back. He pointed out that if a contract was not signed, it could potentially make the HOA claim stronger.

Mr. Tyler stated that based on Board direction, Mr. LeCheminant would call the seller in Idaho with that offer. If the seller agrees, the HOA would increase the payment to \$32,000; but they would not pay the additional \$5500 until the truck is returned and is running well. If the seller does not agree to those terms, they can keep the truck and return the \$27,500 that was paid.

MOTION: Tony Tyler moved to authorize either Tom LeCheminant or Jody Robinson to contact the seller in Idaho to offer the two options previously stated. The HOA would

agree to pay \$32,000 with the replacement engine or the seller would return the \$27,500 that the HOA originally paid and the seller keep the truck and roller. The payment of \$5500 would not be paid until the water truck is satisfactorily up and running. Pamela Middleton seconded the motion.

VOTE: The motion passed unanimously.

Mr. LeCheminant clarified that the HOA was offering to pay an additional \$5,500; but not until the truck is back on the Ranch and running. Mr. Rosing offered to get involved if it becomes necessary.

Jody reported that the rest of the equipment was running well. The leased roller would be returned at the end of the month.

Jody was currently cleaning culverts. They would start filling the sand shed over the next week.

Mr. LeCheminant stated that he had spoken with Jody and Tony about getting a trackhoe. The HOA can rent a trackhoe for \$2500 and send Randy out to clean the ditches. Mr. Tyler thought it was a good option to bring in a small trackhoe to clean out some of the ditches for a few weeks. It also helps with summer maintenance because the runoff water is directed to where it should go. During the lull between the summer and winter months, it would be beneficial to the Ranch to spend the time and money to work on ditches.

MOTION: Tony Tyler moved to authorize Jody to obtain a rental piece of equipment, not to exceed \$5,000, for whatever time frame Jody feels is appropriate for Randy to clean out the ditches. Pamela Middleton seconded the motion.

VOTE: The motion passed unanimously.

Lower Forest Meadow

Mr. Rosing had sent a demand letter to Elizabeth Follette telling her that if she does not allow the HOA to fix her road, they would file a lawsuit for prescriptive easement. He had not received a reply. Mr. Rosing remarked that the deadline stated in the letter was soon approaching. If Ms. Follette continues to ignore his letter and the efforts by Mr. LeCheminant, the HOA would have no other option except to file a lawsuit. Mr. Tyler asked if it needed to be a lawsuit; or if it could be done by Quiet Title Action. Mr. Rosing replied that a Quiet Title Action is a lawsuit. As an intermediate step, he could also draft a complaint and attach it to a letter informing Ms. Follette that the complaint

would be filed in a week if she does not respond.

Mr. Tyler thought they should give Ms. Follette time to respond before the set deadline before making any decisions.

Water Company Report

Mr. LeCheminant reported that at the last Water Company Board Meeting the Board primarily discussed an increase in the water assessment. The rates have not been increased since 2014. The Board was considering a 2% increase per year based on the water usage over the last few years.

Mr. LeCheminant stated that the Water Board also discussed other rate structures and the possibility of allowing people to pay their bill monthly based off the monthly meter reading.

Mr. Tyler assumed the rate information would be publicly available to all the shareholders and HOA members before the Water Company Annual Meeting. Mr. LeCheminant answered yes.

Ongoing Business

Fire Evacuation

Mr. Tyler reported that the Board had asked Alan Powell to work on this item. At the last meeting, a committee was formed consisting of Joe Pagel, Andrew Pagel, and Jeremy Jespersen to revise the evacuation plan and work with Summit County on the updates. Mr. Pagel suggested that the committee work together on the best way to obtain contact information for the HOA members. Ms. Middleton stated that Jan LeVitre would also like to be part of the committee. She would forward her contact information to the committee. Mr. Pagel thought the committee should wait to hear recommendations from Summit County to make sure they do not cross any boundaries. However, he would like to do enough to show the HOA is taking the initiative to move forward with those owners who might need the most help or animals trapped on the mountain.

Someone asked if the evacuation routes were posted on the website. Ms. Middleton thought there was a security reason why the evacuation routes could not be posted. Mr. Jespersen envisioned updating the plan from 2006, figure out the emergency evacuation plan, and have signage on the road directing people where they need to go, and create a communication plan.

Mr. LeCheminant understood that the main concern of the Water Board is that because of the easement agreement, the emergency exit will go through a private driveway and within ten feet of the owner's home. They do not want people going back and forth in front of his house looking for the exit unless there is a fire or emergency. Mr. Jespersen asked if it could be identified with signage so people can see the exit location without exploring further. Mr. Tyler favored that idea. He thought they should also derive a signage plan.

Mr. Rosing asked if Mr. Powell was involved with the Fire District. Ms. Middleton replied that Alan Powell is a representative of the fire department and the point of contact on fire issues. Mr. Rosing asked if Mr. Powell was fulfilling that role. The Board believed he was. Mr. Powell inspects fire pits and he also attended the CC&R community meeting. He is very active on the Ranch.

Mr. Tyler suggested that the Board keep this item on the agenda each month as a Committee Progress Report.

Architectural Guidelines

Mr. LeCheminant had incorporated the changes and additions discussed at the last meetings. The changes were outlined in red. Based on the discussion this evening, he would add language regarding the time frame and material for construction fencing and sheds. Ms. Middleton thought they should clarify the shed language to avoid loopholes. Mr. LeCheminant agreed that it should be clarified; however, that part was in the building checklist; not the Architectural Guidelines.

The Board continued the Architectural Guidelines and building checklist to the next meeting.

Update on Cabins Built on HOA Property - PI-18, PI-23-A

Mr. Rosing noted that these were the Kendall and Formanek lots. Mr. LeCheminant noted that Carol had received an email from Mr. Kendall and it sounded like he was interested in working with the Board. Mr. Rosing stated that Mr. Kendall had told him that the issue had been resolved. Mr. Rosing informed him that it had not been resolved, but he thought the plan was straightforward. The plan is to combine the two lots. The lot owned by the HOA is broken into two pieces. It would be easy to combine the top part of Kendall's lot and transfer the building right that Mr. Kendall had not used to the remaining parcel, which the HOA could then sell.

The Formanek lot, PI-12-A, is a larger problem. No one knows where the property lines runs and the legal description is to the County line, which will control over a length. In talking with Summit County and Wasatch County, they do not know where the line is. Mr. Rosing believed they should tell Morgan County that this person built a house on an unplatted piece of land requiring a 100 acre minimum to build, and ask the County to do something about it.

Mr. Tyler suggested the possibility of coming up with some form of a settlement agreement for Mr. Formanek

Welcome Sign and Speed Limit for Mountain

Mr. LeCheminant stated that he would like to put up a sign that says Welcome to Pine Meadow Ranch. Speed Limit 25 miles an hour. At the end of the asphalt the speed is 20 miles per hour. Mr. Tyler favored the idea. Hunting was another benefit for having a sign. It is illegal to discharge a firearm within x-number of feet of a subdivision, and if there is no signage it can create a loophole as to whether the hunter was aware it was an HOA. Mr. Tyler asked Mr. LeCheminant to research welcome signs at Oil Well and Junction Court. He was not opposed to attaching a speed limit sign.

Mr. Rosing stated that after the last time the Board discussed speed limits, he reached out to the DMV and asked if the DMV would be able to provide names if Pine Meadow provides license plate information on someone who was speeding. He was told that the DMV could not give out that information. Mr. Rosing told them it would be in preparation of a law suit for breaking HOA rules. The person he spoke with thought it was an interesting concept and offered to call back. Mr. Rosing had not heard from him. He believed a lot of HOAs were having this same fight.

Mr. Rosing understood from other HOAs that speed bumps impede snow plowing. However, there are smaller speed bumps that could be plowed over. Mr. Tyler noted that even the smaller bumps destroy the equipment. Mr. LeCheminant pointed out that the speed bumps could be removed during the winter.

Mr. Tyler suggested that the Board separate the welcome sign from the speed limit discussion. Mr. LeCheminant would get prices on welcome signs and email it to the Board.

Mr. Tyler asked if the Board wanted speed limit signs. The Board thought it might be helpful. Mr. Tyler suggested that they start with two speed limit signs to see if it helps. Mr. LeCheminant thought they should put signs on Pine and Forest Meadow and one past Deer Meadows that say Welcome to Pine Meadow Ranch, speed limit 25 miles per

hour. Mr. Bonnitt recommended adding “subject to enforcement”.

Mr. LeCheminant would get pricing for both welcome signs and speed limit signs.

Family Recreation and Park Area

Mr. LeCheminant noted that the HOA still had the \$5,000 contribution from Doug McAllister that Summit County required him to contribute for some type of community benefit. Mr. Tyler clarified that Mr. McAllister had offered the \$5,000 as a gesture of good will that he used in the SPA proceedings towards showing a community benefit. It was not required by the County. Mr. Tyler stated that at the time a couple of HOA members were looking at ways to fund a park. They had preliminary designs for playground equipment and parking. The idea did not materialize due to the cost of commercial equipment.

Mr. Tyler stated that the Board could use the \$5,000 for several things such as picnic tables at Bobcat Springs. Mr. LeCheminant thought they could split the money in half and use part of it towards park-like items and another part towards a gazebo. Someone suggested using the money for a dog park.

Mr. LeCheminant stated that Greg Sperry told him that he had an old slide from the Saratoga City Park. Mr. LeCheminant commented on an area with a flat spot where they could put a slide.

Mr. Tyler asked for volunteers to come up with idea on how to spend the \$5,000 on recreation or a common area park. Joe Pagel offered to help Mr. LeCheminant work on a plan. Mr. Bonnitt liked the idea of a gazebo or some type of shaded area by Bobcat. The Board agreed.

Draft Enforcement of Rules

Mr. Rosing believed the Board generally agreed on the draft Enforcement of Rules. No one had submitted additional comments. He recalled from the last meeting that as an HOA they should send the rules out to all members letting them know that the Board would be considering adopting the rules at a Board meeting. He suggested sending a draft with the Annual Meeting notice. The Board could have a short Board meeting after the Annual Meeting to consider input and to adopt the Enforcement Rules.

Ms. Middleton could not recall seeing a final draft. Mr. Rosing offered to send the Board members his current final draft.

Mr. LeCheminant asked if they could fine the owner who started a building on Lot B-36. Mr. Rosing answered no. A fine schedule needs to be adopted before they can fine for violations. Mr. LeCheminant requested that the fine be substantial. He suggested possibly double the initial impact fee. Mr. Rosing replied that fines must be reasonable. He pointed out that if an owner is in violation, they continue to be in violation every month until the violation is fixed. The Board can continually assess the same maximum fine for every month the violation is ignored.

Elections

Carol had set October 23rd for the Budget meeting if that date was acceptable to the Board. The Annual Meeting could be scheduled for either November 6th or November 13th. The Board agreed on November 13th for the Annual Meeting.

The Board discussed changing the location for the Annual Meeting to the Sheldon Richins Building at Kimball Junction as an effort to encourage more people to attend.

Mr. Tyler stated that he has moved off the Mountain and his house on the Ranch is up for sale. His second term as President of the HOA ends this year. As a result, he was winding down his commitments and it was likely he would not be contributing much more in the next three months. Mr. Tyler stated that if the Board felt it was appropriate to have another person step in to help, Tom Deaver was willing to do so. Mr. Tyler remarked that if it makes sense for the betterment of the overall Board, he would step down and have Mr. Deaver take over for the next three months. If the Board preferred, he would be happy to remain on the Board as President, as long as they understood that he would be contributing in a limited capacity for the remainder of the year. Mr. Tyler stated that he still intended to attend the meetings if possible to help facilitate. Even after he moves, he would still be available to answer questions.

Mr. Deaver pointed out that he would only be stepping in for the remainder of the year. Mr. Tyler explained that an official election would occur after the Annual Meeting on November 13, 2018, and a new president would be elected to the Board.

Mr. Tyler asked the Board to think about whether they wanted Tom Deaver to be officially appointed as the HOA President for the next three months, or whether they would like him to remain. They did not have to decide this evening.

Mr. Rosing remarked that the Board should decide whether they want Mr. Tyler to step down. If Mr. Tyler steps down, the Board would vote to fill the position. If he remains on the Board they would not have to take action. Mr. Tyler clarified that he anticipates attending the next three meetings and the Annual Meeting. The issue is whether the

Board wants a President who can be more active that he can be in the next three months.

Mr. Bonnitt proposed that the Board discuss the future of the Board in a closed meeting. He thought it was important to take the appropriate time to make a good decision.

Monthly Budget Review

The Board reviewed the unpaid bills detail. Mr. Tyler added one invoice from SVO Services for road base in the amount of \$17,385 that was not listed on the detail of invoices to be paid.

MOTION: Tony Tyler moved to Approve the unpaid bills detail as outlined, with the addition of the \$17,385 invoice from SVO Services. Jonathan Hoffman seconded the motion.

VOTE: The motion passed unanimously.

Owner/Visitor Open Forum

There were no comments.

The meeting of the Pine Meadow Owners Association Board adjourned at 8:38 p.m.
