

PINE MEADOW RANCH OWNERS ASSOCIATION
MONTHLY BOARD MEETING
RANCH MANAGER'S OFFICE
PINE MEADOW RANCH WINTER PARKING LOT
OCTOBER 21, 2014

In Attendance: Tony Tyler-President; Dan Heath- Vice President; Honey Parker Secretary; Pat Kreis-Treasurer; Alan Powell, (Area 3) Tom Deaver (Area 4); Mark Hodgson, (Area 5); Mike Gonzales (Area 6), Nick Boyle (Area 7)

Ex Officio – Jody Robinson, Ranch Manager

Excused – Matt Brown (Area 1); Jeremy Jespersen (Area 2)

Guests: Doug McAllister, Lot D-13; Katie Porter, Lot FM-A-7

Tony Tyler called the meeting to order at 6:34 p.m.

Approval of Minutes

Mike Gonzales noted that some of the discussion regarding PI-D-8, particularly the fact that the building rights would be more valuable than raw land was missing in the minutes. Mr. Tyler asked Carol to correct the minutes to include comments by Mike Gonzales indicating that the density rights were more valuable than raw land.

Nick Boyle referred to the bottom of page 3 of the Minutes that was attributed to Mr. Jespersen. He recalled that Tony Tyler had actually made the comments. Ms. Kreis read from page 3, “Mr. Jespersen stated that unless there was agreement among the Board regarding the definition of finished concrete and earthtones they should wait on the approval. However, he thought there was general consensus that the Board would accept a normal finished concrete with normal earthtones.” Mr. Tyler agreed that the minutes should be corrected to show that he had made the comment.

MOTION: Mark Hodgson moved to APPROVE the minutes of September 16, 2014 as corrected. Honey Parker seconded the motion.

VOTE: The motion passed. Tom Deaver abstained.

Owner/Visitor Open Forum

There were no comments.

New Construction/Additions

Mr. Tyler was expecting Marcie Adams, Lot PI-D-14AM to arrive with a mockup of materials for her home. He noted that Nick Boyle had obtained confirmation on the

percentage and 25% of the total exterior is proposed to be concrete. The Architectural Guidelines limit the amount of concrete to 10% of the total exterior. However, the Board had indicated that 25% would be acceptable based on the circumstances discussed at the last meeting.

Further discussion was tabled until Ms. Adams arrived.

Ranch Manager's Report

Equipment Status

Mr. Tyler reported that they had purchased a new tractor.

Jody noted that the grader was in great shape. The roller is running fine and the dump truck was in good condition. Generally, all the equipment was running well.

Mr. Tyler stated that they were missing a set of rear remotes for the tractor on the hydraulics for the rear snow blower attachment. They were unaware that they needed an extra set when they purchased the tractor. The remotes need to be ordered and installed as a separate cost.

Projects Completed or in Progress.

Jody stated that he was currently working on Forest Circle. He had completed Heather Lane and the rock work at the bottom of the Canyon. He has been grading the roads after all the rain.

Mr. Tyler referred to a road repair projects list on page 4 of the packet which showed the projects approved against the projects discussed, as well as the budget for each project. Of the Board approved projects, the Arapaho Road road base was completed, Forest Meadow was completed, Pine Meadow Drive has not been completed, Heather Lane was completed, Porcupine Circle was completed, the Tollgate Canyon Asphalt project was completed. Mr. Tyler noted that Forest Circle and Pine Meadow Drive were the only two approved projects that were not completed.

Anticipated Projects

Mr. Tyler thought additional work needed to be done on Forest Meadow above Glass Hill to fill in the potholes for winter. They should also fill in the potholes along Oil Well where the traffic was diverted. Mr. Gonzales commented on alternate routes that could

be used instead of always having to use Oil Well. He stated that using those routes would save the HOA a lot of money in road repairs this late in the year. Mr. Tyler agreed. He noted that the focus is on completing Forest Circle and Pine Meadow Drive. The bottom of Forest Meadow can be done later into the year because that lower portion gets less snow. He thought if they could bring in a few loads of road base in late November. Mr. Tyler stated that his main concern with Oil Well were safety issues this winter if they do not repair the large potholes.

Ms. Kreis asked if they had historic costs that they could use to project the expense. Mr. Tyler replied that it was only a few potholes but the question was what to use to fill the potholes. Jody stated that regular road base would not wash away. Mr. Powell asked if it was possible to grade the road and pull material from the side to patch it. Mr. Tyler stated that there was not enough material to patch it. Mr. Powell questioned whether it was worth the money to fix Oil Well because it is not a well-traveled road. In theory they would only be using Oil Well for another month and he was hesitant to spend the money.

Mr. Deaver suggested fixing the potholes on lower Oil Well from the pump house to where Oil Well meets Tollgate. Mr. Tyler thought the Board should authorize Jody to purchase a few loads of road base to fix the potholes. Jody noted that a load of road base is \$400. Mr. Tyler suggested a maximum budget of \$2,000 for potholes on Forest Meadow and Oil Well.

MOTION: Tom Deaver made a motion to authorize Jody at his discretion to fix the larger potholes on Forest Meadow and Oil Well. Mr. Tyler seconded the motion with the clarification that \$2,000 is the maximum budget. Mr. Deaver accepted the amendment to his motion.

VOTE: The motion passed unanimously.

Mr. Gonzales noted that Windy Ridge was graded but it turned back into a mud puddle when it rained. He stated that the section of Navaho just below Heather Lane was a mud puddle. Mr. Gonzales asked if those roads could be improved as well. Mr. Tyler asked Jody to add those projects to the list and to give the Board an update on how he would propose to repair them. Mr. Gonzales stated that the northern side of Navaho is too low and the water runs onto the road instead of into the culvert. Mr. Tyler remarked that Forest Circle and Pine Meadow Drive were priority projects. Once those are completed Jody should look at Windy Ridge, lower Forest Meadow, Navaho and Oil Well in terms of scheduling and timing. When Jody provides that information Mr. Tyler would email the Board Members.

Alan Powell left the meeting.

New Construction/Additions (continued)

Marcie Adams, Lot PI-D-14-AM and her architect, Jeff Davis, were present. Mr. Tyler informed Ms. Adams that the Board was comfortable with the 25% she had confirmed in her email. Mr. Davis reviewed the colors and materials. He showed the lay of the concrete with horizontal lines. He presented two concrete colors and indicated that their preference was the darker brown color. Mr. Gonzales thought the samples looked like raw concrete only darker. Mr. Davis disagreed and provided a sample of raw concrete to show the difference. Based on the Architectural Guidelines Ms. Parker believed the brown color was acceptable. Mr. Tyler concurred.

Mr. Tyler clarified that Ms. Adams was not proposing the dark gray color. It was only used to show the finish they wanted to use. They were proposing the reddish brown color.

MOTION: Tom Deaver moved to accept the proposed concrete in the reddish brown color that was presented. The Board was approving a variance for allowing 25% of the exterior to be concrete based on the length of the house, the architecture, where the majority of the concrete would be located on the exterior, and the fact that concrete has a finished look.

Mr. Tyler emphasized that this was a very site specific approval that was reviewed in detail at the last meeting.

Honey Parker seconded the motion.

VOTE: The motion passed unanimously.

Water Company Report

Mr. Tyler had attended the Water Company Board meeting the previous week. The Water has almost finished the emergency connection to Mountain Regional on A Plat, which is also the emergency exit out to Stagecoach. He pointed out the route that crosses Fred Bacon's property to go down Stagecoach as an emergency exit. Mr. Tyler stated that a driveway between A27 and A28 is a platted road right-of-way. The road was improved and crash gates are in place with a roadway and connection over to Mountain Regional water system and a vehicle right-of-way. Mr. Tyler clarified that the intent is to have a passable all weather road. It would not be cleared during the winter or regularly maintained in the summer. The sole purpose is to provide another exit in

the event of an emergency for both Pine Meadow Ranch and Stagecoach. Another benefit is that the access allows Mountain Regional to pump water to the Ranch if there is a fire and the Pine Meadow water system is shut down.

Mr. Tyler pointed out that the Water Company had worked through all the negotiations for the emergency access. He had been involved a little but it was primarily due to the efforts of the Water Company.

Mr. Tyler reported that the Water Company had some funds left over from the loan and they intend to use that money to build a half-round metal building to store inventoried water meters, valves, pipes and other items that should be protected from the weather.

Mr. Deaver asked when the Fire District would start constructing their temporary building. Jody replied that it was scheduled for November.

Mr. Tyler reported that the Water Company set their budget for the next calendar year in anticipation of their Annual Meeting. They talked about rates and the expected budget and expenses. Currently, the Water Company is very stabilized in terms of income and expenses. They do not anticipate increasing or decreasing the rates.

Ongoing Business

Lot D-8 – Potential Sell

Mr. Tyler stated that Noah Levine, the potential buyer, had provided a concept of what he plans to do if he can purchase Lot D-8. He wants to take the density right from the lot and give the land back to the HOA. Mr. Levine had structured it as a straight trade. He proposed to dedicate 1.5 acres of land in exchange for the density right. It would create 1.5 acres undevelopable, permanent open space parcel for the HOA.

Mr. Tyler clarified that Mr. Levine presented his proposal without any discussion from Mr. Tyler regarding money. He told Mr. Levine to give him exactly what he intended to do and he would take it to the Board for discussion and a recommendation.

Mr. Deaver stated that they were not selling a building right because the lot is virtually unbuildable. Mr. Levine would be purchasing Lot D-8. Mr. Tyler stated that Mr. Levine's proposal is to trade approximately 1.5 acres of land for the density right. Mr. Deaver recalled a previous discussion where Mr. Levine had talked about putting in a small park with picnic tables. Mr. Tyler understood that Mr. Levine had suggested that it was something the HOA could do, but he was not offering to do it. Mr. Deaver thought they could make a condition as part of the deal that Mr. Levine would provide picnic

tables by the trees at the edge of Lot D-8.

Mr. Tyler summarized the Board discussion from the last meeting. They agreed that the density right is valuable and it is worth money. The Board discussed a number of different possibilities and figures. He personally would like the HOA to own the land in perpetuity. Mr. Tyler thought the density right was worth some money, but he was unsure of the dollar amount.

Mr. Gonzales questioned whether it was a worthwhile investment to enhance the property and just let it sit. There were no amenities of any kind on that land for recreational use. Mr. Tyler viewed it as a long-term prospect. In looking at the original layout of the Ranch, there were a number of small pocket areas where people could congregate; however, those areas were sold off over the years for good reason. He would like to go back to the original vision and create small common areas. Ms. Kreis thought it would be great to have a playground for the kids on the Ranch.

Mr. Tyler noted that Mr. Levine had approached him about purchasing the lot. His original proposal was to purchase Lot D-8 and take the density right and give back the vacant lot. He believed the current proposal was better because it would give the HOA more usable space. Mr. Tyler believed there was value in looking at the Ranch from a holistic perspective.

Ms. Parker was not opposed to idea, but she thought they should get some money for the density as well. The building permit has a value and the HOA has a small budget. She suggested that they research the current value of a density right before they just give it away. If they approach Mr. Levine with purchasing the density right, they should have an educated number.

Ms. Kreis agreed with Ms. Parker's perspective. She liked the idea of having common areas, but the land has also been an asset on the books. The Board has a fiduciary responsibility to make sure that as they exchange the lot to meet the proposal, they are also recouping whatever they sell. She noted that the Board already agreed that there was monetary value to the density right.

Mr. Tyler believed a data point could be the \$12,500 that Doug McAllister was able to purchase density rights a couple of years ago. Mr. McAllister noted that the value has gone down slightly since then.

Mr. Tyler stated that he would contact Mr. Levine and let him know that the Board was not opposed to his current proposal, but they value the density right and give him a value figure.

Mr. Deaver reviewed the plan Mr. Levine had submitted and indicated a small piece of steep land sticking out on the edge. He would like Mr. Levine to cut off that piece and add it to the perpetual open space. People would be able to use it as a sledding hill or for snowmobiles. Mr. Tyler pointed out that the road right-of-way extends past the existing road so the Association already controls a large piece of that land. Mr. Deaver agreed, but if it remains Mr. Levine's private property the use could be limited. He preferred that it be added into the open space.

The Board discussed a reasonable price for the density right to offer to Mr. Levine. Mr. Gonzales thought it should be lower than \$12,500 to be fair to Mr. Levine, based on Mr. McAllister's comment that the value has decreased. Ms. Parker suggested \$11,000. Mr. Deaver reiterated his request to include the corner piece into the open space.

Mr. Tyler summarized that he would mark up the map to include the small piece Mr. Deaver mentioned. He would tell Mr. Levine that the Board would accept his proposal if it includes the sliver of land marked plus \$11,000 in cash for the density right, and they would help him through the process. Mr. Tyler pointed out that it would basically be a joint application. He would present their offer to Mr. Levine and report back to the Board at the next meeting.

Plowing the Connector Route

Mr. Tyler stated that with the purchase of the new tractor they intend to keep the HOA connector open. He has spoken with Jody and Carol about available time to use Cody as Jody's helper, and he believed they would be able to continue to use Cody through the end of this calendar year. They were currently under budget on what was approved for Cody's hours on the Ranch. Mr. Tyler stated that the Board needed to be sure to allocate that particular portion of labor for Jody's helper next year so they could continue to use Cody starting in January.

Mr. Tyler stated that as specific issues come up he would like to appoint one Board member as the "czar" of that issue. For example, when the Board had fire pit issues, they appointed Alan as the czar to address all fire pit questions and issues. He would like to appoint a snow plowing czar as the person who organizes the winter snow plowing meeting, to make sure all the contracts are signed and to answer the questions and address the issues.

Mr. Tyler stated that he organized the snow plowing meeting last year and handled all the contracts. However, he is extremely busy at work and that, combined with his responsibilities as HOA President he does not have the time this year. He was asking

for volunteers to help.

Mr. Gonzales stated that he would talk to Alan Powell and they could possibly do it together. He was not willing to be the “czar” but he would work with Mr. Powell.

Mr. Tyler noted that Honey Parker handles communications as the secretary and keeps the website updated. Mr. Tyler asked for a volunteer to be in charge of recreation, such as the sledding hill, a playground, etc., and finding ways to fund those uses. He believed with 11 members on the Board there was an opportunity to have individuals focus on individual projects and the aspects of running the Ranch.

Mr. Deaver pointed out that the person who proposed and carried out the pond project was not a Board member. He thought it should be clear to the owners that they do not have to be on the Board to spearhead a pet project, such as a playground. Ms. Parker felt it was important to have a point person on the Board to make sure recreation projects are within the Ranch requirements. Mr. Tyler liked the idea of playgrounds, community gardens and other ideas that would enhance the value of being on the Ranch. Mr. Gonzales agreed that projects could be assigned to owners who are not on the Board, but there should still be a Board member liaison to coordinate it.

Dan Heath volunteered to be the recreation liaison.

Mr. Tyler asked Ms. Parker to post a list on the website naming the Board member who should be contacted for a specific item such as fire pits, snowplowing and recreation opportunities.

Mr. Deaver asked if livestock were allowed in Forest Meadow and Pine Meadow. Mr. Heath stated that horses are allowed. Mr. Deaver wanted to know an owner could put up a fence to keep their horse confined. Mr. Tyler stated that the Guidelines have regulations on fences. Property fences are not allowed, but containment fencing for animals is allowed. Mr. Tyler noted that the containment fence must share a wall with the home.

Forest Meadow Road Re-alignment Update

Mr. Tyler had received the first draw request in the amount of \$92,000. It included approximately \$13,000 as a draw against the contingency. Mr. Tyler pointed out that they have a \$280,000 total budget, and a \$28,000 total contingency line item within that budget. They also have a \$20,000 contingency on their side of the budget, which is available only if necessary.

Mr. Deaver wanted to know how the HOA would recoup the money from Summit County to pay on the \$92,000 draw. Mr. Tyler stated that he submitted it to Summit County as a draw request with all the signed forms. The County provided an escrow agreement form that he needed to sign. Mr. Tyler noted that the Summit County was slow in processing the first draw. He reminded the Board that the County funds 86% and the HOA funds the remaining 14%. The cost to the HOA is approximately \$14,000 on this first draw.

Mr. Tyler stated that they currently appear to be on budget and on schedule. He explained that 75% of the fill has been completed. AGEC Geo-techs have been out to make sure it is being filled and compacted properly, and it is compacting really well. The problem is that they hit what he called "Whiskey's Pit", which is a large, deep section of black mud. He indicated the area where this occurred. Mr. Tyler stated that they had to pull it out three or four feet deep until there was no more of that material left. Compactible fill from other parts of the project was brought in to replace it and the road was brought back up. That was the reason for the \$13,000 draw again the contingency that was unforeseeable.

Mr. Tyler indicated another section where he expected to have to use contingency money. There is an 18' deep cut and they hit rock about four feet below the surface. He was unsure of the cost but that would also come out of the contingency.

Mr. Tyler stated that good weather has helped with the progress. He indicated the section that was nearly completed, aside from the drainage and retaining walls that still need to be built. They were now focusing on the bottom section. December 1st is the deadline and they were slightly ahead of schedule.

The Board commented on a dangerous curve on the road. Mr. Tyler believed there were plans for a guardrail. He was also working with UDOT to use some of their jersey barrier. The problem is that the jersey barrier is wide and it requires more space.

Mr. Tyler had received complaints from owners and guests who were unhappy about the project. Mr. Deaver asked about the property owners off the Ranch who have horse property. Mr. Tyler replied that they were very unhappy about it. Mr. Tyler reported that two chains had been cut on the green gate on Forest Meadow. He finally replaced it with one of his own sturdier locks to keep people from driving down there.

Mr. Tyler asked Jody if he had another detour sign that he could place at the bottom of Oil Well on Tollgate at the water shed. Jody believed he had one he could put in that location.

Sledding Hill

Mr. Tyler stated that if they decide to do a sledding hill they need to move the rocks and the parked snowmobile trailers. They also needed straw and signs before the sledding hill could be used. Mr. Tyler asked if the Board still wanted to do the sledding hill; and if so, someone needed to volunteer to figure out the budget and the language for the sign. Mr. Deaver stated that he found straw for \$5 per bale. Mr. Tyler reiterated the need for someone to determine the number of bales and the cost, and language for the sign. Mr. Deaver recalled that Mr. Powell was going to research the skier code to find language for the signs.

Ms. Parker stated that she, Mr. Heath and Mr. Powell would work together to get what they needed for the sledding hill. Mr. Tyler asked them to send the Board an email with the details of the sledding hill and the cost. Due to the timing, the Board could make the decision via email. Ms. Kreis recommended that they have the attorney, Ted Barnes, review the language for the signs

Jody thought he could pull out the rocks with a trackhoe. Mr. Heath offered to bring over his trackhoe.

Deer Meadows Project

Mr. Tyler reported that Doug McAllister has been working with the Board on the Deer Meadows project for some time. Mr. McAllister has had difficulty getting Mr. Nichols to agree to the terms of the agreement set forth by the Board. Mr. Tyler stated that Mr. McAllister contacted him a month ago and asked if the Board would consider removing the blue roof house from the agreement so he could move forward with the rest of the development. In his opinion, Mr. Tyler thought it made a lot of sense. His personal goal is to set a precedent for how development builds up around them. He was not concerned if the density was reduced by one lot.

Mr. Tyler recognized that it would create an island inside of the Deer Meadows development, but that is not unusual because it already occurs within Pine Meadow and Forest Meadow Ranch.

Mr. Heath wanted to know why Mr. Nichols was not in agreement. Mr. McAllister replied that Mr. Nichols has serious health issues and his wife has concerns about the financial obligation of homeowner dues.

Mr. Tyler reported that he had asked Ted Barnes to revise the agreement. It would be the exact same agreement that the Board has reviewed and approved, removing the

blue roof house. The terms remain the same. The transfer fee is in place, the time frame is the same and the density transfers remain.

Mr. Tyler noted that Mr. McAllister had suggested that once he reaches the Summit County level he might be able to transfer all the density rights at one time. He has already identified a number of the lots and it would allow him to move all the density at one time rather than lot by lot. Once the transfer occurs it triggers paying their dues to the HOA.

Mr. Gonzales pointed out that Association would be losing one property. Mr. Deaver noted that they would lose one but they would be picking up four more. Mr. Tyler clarified that they would be picking up at least one property because Mr. McAllister currently has his home which would be paying dues immediately. Mr. Gonzales remarked that Mr. McAllister would have to pay dues with or without the blue roof house. Mr. McAllister stated that if they could not move forward the development would not be built and he would not have to pay dues.

Mr. Tyler reiterated that his goal is to have a precedent set and an agreement ready to go that shows the entire area what Pine Meadow expects of those who develop land around them. He believed this current agreement accomplished that goal, regardless of whether or not the blue roof is involved.

Mr. Deaver stated that any new development has to utilize a building right that already exists. Mr. Tyler replied that it has to be a neutral impact to the Tollgate Canyon area. Mr. Deaver asked about water considerations if the blue house comes out of the agreement. Mr. Tyler explained that there is no consideration of water within the agreement. Mr. McAllister has his own water rights and wells.

Mr. McAllister stated that Mr. Nichols still has an interest in buying a share with the Water Company. His issue is being forced to pay dues as part of Mr. McAllister's agreement with Pine Meadow Ranch. However, if Mr. Nichols wants to buy into the Water Company he would be required to join the Pine Meadow Homeowners Association at that time. He pointed out that Mr. Nichols has his own well but he wants backup water.

Mr. Deaver explained that he was trying to project the unintended consequences in the future if they take Mr. Nichols out of the agreement. Mr. Gonzales believed that would be setting a precedent. Mr. Deaver agreed with Mr. Tyler about setting a precedent for future developers because Cook and Brown were already planning to build hundreds of houses. He assumed that Summit County wanted to set a precedent as well. Mr. Tyler remarked that the County was looking for the Board's input and approval process. The

precedent would be that any future developer would have to work with the HOA to make sure all the issues are addressed prior to proceeding with a subdivision. Without this agreement with Deer Meadow, they lose that leverage.

Mr. Deaver believed the blue roof house was neutral in terms of the other aspects. He would support allowing the agreement to move forward without the blue roof house. Mr. Tyler needed a motion from the Board to proceed, assuming that no other terms were changed in the agreement and that the only change is to remove Dave Nichols as a signer on the agreement.

MOTION: Tom Deaver moved to proceed with the agreement with Deer Meadows, assuming that the only change to the agreement is to remove Dave Nichols as a signer of the agreement. All other terms of the agreement shall remain as previously approved. Mark Hodgson seconded the motion.

VOTE: The motion passed. Dan Heath abstained.

Mr. Heath clarified that he previously informed the Board that due to his business he would not vote on this matter. In addition, he also owns property that might gain from this decision. For those reasons he abstained from voting.

New Business

Package shed

Mr. Tyler reported that this issue has been circulating for a while. His primary concern is that if the HOA buys the shed and provides it for homeowners use, the HOA would be liable if a package is delivered for one person and another person with access to the combination lock steals it. Mr. Deaver understood his concern, however, FedEx and UPS currently leave packages out in the weather by the Rafter B and he has not heard anyone complain about a package being stolen. Mr. Tyler pointed out that the HOA was not liable, which is why the Rafter B quit taking packages.

Mr. Tyler was open to the concept if someone could find a way to do it without the HOA being liable for packages left in the shed, and to come up with a plan to work out the logistics. Mr. Gonzales thought the best way to do it would be to have UPS and FedEx deliver to the Post Office, and get larger drop boxes that the postal service could utilize. Mr. Hodgson suggested that they see if the property owners are willing to build a shed on their own and not as part of the HOA. It would be for their use but the HOA would not be responsible. Mr. Gonzales felt there was a downside. If he ordered a \$2,000 computer, he would not want it delivered to the shed. He preferred a phone call telling

him to pick it up. Ms. Parker commented on the number of times she has told a delivery service to hold the package and call her, but it never works. They repeatedly put packages behind the Rafter B.

Mr. Boyle understood that Mr. Gonzales opposed the idea of a shed whether it was by the HOA or private property owners. Mr. Gonzales stated that given the common area, he thought it was a bad idea. Mr. Hodgson reiterated that if someone else builds the shed it would serve the purpose and eliminate the liability to the HOA. Mr. Tyler noted that under Mr. Hodgson's idea, if someone asked the Board if they could put a shed with a lock on that property, the Board could lease the land for \$10 per year and include liability language in the lease that would remove the liability from the HOA. He agreed that it would be one way to handle the argument, but he also believed it was still a can of worms. It would also require someone to be the postmaster. Ms. Kreis agreed with Mr. Tyler that it was a can of worms.

Mr. Deaver stated that the question was raised on the Facebook page and offered to bring the idea to the Board. He would just say that the Board discussed it and determined that it was a can of worms and decided not to do it.

Hunting and Shooting Update

Mr. Tyler intended to prepare an email that he would send to the Board and that Ms. Parker could post on the Facebook page and the website.

Mr. Tyler stated that they have encountered more problems this year with people hunting and shooting in the area than they have had in the past several years. He noted that they used to post someone at the bottom of the hill during hunting season to stop hunters and ask if they had the legal right to hunt, etc. He suggested that the Board consider budgeting for that in the future. Mr. Tyler reported that he spent a lot of time on the phone after one specific incident where four elk were shot. Three were killed and one was left to wander. It was on a property that borders the Ranch.

Mr. Tyler contacted DWR to find out their regulations. One regulation states that hunting can occur on any property with 1) written permission of the property owner; 2) you have a tag for that area; 3) If shooting with a firearm, you must be at least 600 feet away from any residence or habitable structure, including barns, chicken coops and tents. Mr. Tyler noted that in the particular instance he mentioned, the individuals involved met all three requirements.

Mr. Tyler remarked that Summit County also has regulations regarding the discharge of firearms and DWR suggested that he call the County. Mr. Tyler stated that when he

contacted the Summit County the deputy he spoke with had no idea about Tollgate Canyon and suggested that he contact Summit County for an ordinance that defines firearm discharging. Mr. Tyler spoke with five people at Summit County and he found an ordinance that specifically relates to the discharge of firearms. The ordinance outlines a number of requirements, and it states that firearms cannot be discharged in a legal populated subdivision or within 500 feet of a legal populated subdivision. You cannot pursue animals, hunt, track or bait animals through, on or in a populated subdivision. Mr. Tyler pointed out that all of those restrictions apply to Pine Meadow Ranch.

Mr. Tyler stated that he also contacted the Records Office and their definition of a legal subdivision was very broad. If a property has been subdivided at any point in its history from the original meets and bounds survey that created the land, it is a legal subdivision. That applies to Pine Meadow Ranch, Forest Meadow Ranch, Mt. Lewis Estates, Mountain Ranches, Mountain Lakes, and other subdivisions that are considered legal subdivisions. Mr. Tyler further explained that if the HOA owns property, it is considered part of the subdivision because it is under common ownership. Mr. Tyler noted that the individuals in question were in violation because they were clearly within 500 feet of the Pine Meadow Ranch subdivision. He called the sheriff and read him the ordinance. He asked the sheriff to contact the individuals and inform them of the regulations. Hunting is allowed, but a firearm cannot be discharged. Mr. Heath clarified that bow hunting would be permitted on the property. Mr. Tyler answered yes.

Mr. Tyler thought the rules were clear. DWR regulates hunting and Summit County regulates the discharge of a firearm; and the two are different. Mr. Tyler pointed out that technically people could hunt in places within the Ranch, except the Board does not allow it. Mr. Heath thought the Board should make a sign for the next hunting season informing hunters that the HOA would prosecute anyone who is caught hunting in violation of the firearms ordinance.

Mr. Gonzales wanted to know how the Board would enforce bow hunting. Mr. Tyler stated that the hunter would need to have the written permission of the property owner of the property they were hunting on. The Board could lien and fine the property owner for any violations. Trespassers are treated differently because that becomes poaching, and poachers are prosecuted by the DWR.

Mr. Tyler had submitted information to Ted Barnes from a neighbor who has successfully closed off access to the CWMU, which is behind the Ranch. They have been renting out property within the Pine Meadow Ranch and using Ranch roads to access their hunting grounds. It is a commercial operation and Mr. Barnes did not believe that the legal right to use Ranch roads to access their property extends to a

commercial use. The HOA could send the owners a Cease and Desist letter prohibiting them from operating their commercial activity through Ranch roads. If they continue it would be a civil lawsuit. Mr. Tyler stated that once they issue the Cease and Desist letter, the Board should put up signs saying, "No CWMU access".

Mr. Tyler emphasized that the HOA has no legal right to stop hunting, but they can enforce regulation violations.

Katie Porter, Lot FM-A7 asked Mr. Tyler if his email would have the name of who they should call if a property owners finds someone hunting illegally. Mr. Parker stated that the owners should take pictures of what they observe but they should never confront anyone. They should contact the DWR or the Sheriff. Ms. Porter clarified that she should not call anyone if someone is just walking or driving around with a gun. Mr. Tyler stated that Utah has very liberal gun laws and walking around with a gun is not illegal. The issue is if someone shoots the gun.

Thank you letter to Promontory

Before he left Mr. Powell had given the Board a thank you card for Promontory. Mr. Tyler asked the Board members to sign it before they left this evening.

Budget Schedule

Mr. Tyler noted that he had a conflict with the date of the budget meeting and asked if the Board members were willing to change it to November 3rd.at 6:00 p.m. at the Ranch Office. The budget needs to be set before the Annual Meeting on November 18th.

Monthly Budget Review

Ms. Kreis presented the profit and loss/budget versus actual. She noted that they were doing well on revenue. Collected assessments were 96.7%. Ms. Kreis commended Revenue Recovery for their aggressive efforts in collecting on delinquent accounts. Mr. Tyler indicated the five payments to Revenue Recovery and noted that they only pay Revenue Recovery when money is collected directly.

Ms. Kreis had lien releases that needed to be processed. She asked if someone who lives on the Ranch could process the lien releases during the day. Mr. Tyler informed Carol that when he dropped off the lien releases last month the check she provided was off by \$1. Summit County would not issue a credit so Mr. Tyler wrote a check from the HOA account. The check Carol provided last month would be voided.

Ms. Kreis reviewed the unpaid bills detail.

MOTION: Tony Tyler moved to Approve the unpaid bills detail as presented. Tom Deaver seconded the motion.

VOTE: The motion passed unanimously.

Mr. Tyler referred to the profit and loss budget. He pointed out construction impact fees and noted that they had budgeted \$18,000 and actually collected over \$30,000.

Ms. Kreis had contacted the representative for the Church camps. He was very willing to be a good neighbor and accept the increase in the road impact fees. He agreed to an additional \$2,000 increase in addition to the \$9,000 they currently pay. Ms. Kreis stated that the agreement was made over the phone and it needed to be followed up with the letter Carol had prepared and included in the packet.

Mr. Tyler noted that the fixed expenses were at 75%. They had budgeted \$170,000 and they had spent \$128,000. With a quarter of the year left they were still on track to stay on budget. The variable expenses were at 74%. They had spent \$125,000 versus the \$171,000 that was budgeted.

Ms. Kreis noted that the taxes would be \$5,000 higher than what was budgeted, but it would still be within the budget.

Mr. Deaver asked about taxes on Lot D-8. If they sell the lot they would have the benefit of paying less property tax to Summit County because the open space would be considered common area and like the pond area it should not be taxed.

The meeting of the Pine Meadow Owners Association Board adjourned at 8:33 p.m.

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