

PINE MEADOW RANCH OWNERS ASSOCIATION  
MONTHLY BOARD MEETING  
WHITMORE LIBRARY  
7695 NEWPORT WAY  
SALT LAKE CITY, UTAH 84121  
JANUARY 26, 2010

In Attendance: Hutch Foster, Dan Heath, Bob Burdette, Tom Deaver, Scott Clausen, Bruce Hutchinson, Amy Jackson, Suzanne Larsen, Alan Powell

Excused: Scot Erickson, Duane Yamashiro

Ex Officio: Jody Robinson

Guest: Richard Perry, Lot FM-D-100

Hutch Foster called the meeting to order at 6:00 p.m. and welcomed Tom Deaver and Alan Powell as the new Board members.

### **Approval of Minutes**

#### Annual Minutes - November 16, 2009

MOTION: Tom Deaver made a motion to APPROVE the minutes from the annual homeowners meeting on November 16, 2009. Suzanne Larson seconded the motion.

Scott Clausen referred to Bob Burdette's presentation on page 6 and the sentence, "Mr. Burdette noted that the pump trailer was now equipped to draw water from existing water sources on the Ranch and can be used to draw out culverts in the event of a small fire." He did not think that statement made sense. Mr. Foster believed the sentence should read, "Mr. Burdette noted that the pump trailer was now equipped to draw water from existing water sources on the Ranch in the event of a small fire, and can be used to flush out the culverts." Mr. Clausen was comfortable with that revision.

Mr. Foster called for a vote on the minutes as corrected.

VOTE: The motion passed unanimously.

#### Board Meeting - November 16, 2009

MOTION: Scott Clausen moved to APPROVE the minutes from the Board meeting on November 16, 2009. Sue Larsen seconded the motion.

Mr. Foster called for a vote on the minutes as written.

VOTE: The motion passed unanimously. Tom Deaver and Alan Powell abstained since they were not on the Board at that time.

Mr. Hutchinson stated that as he read through the minutes it appeared the Board did not have a quorum at the November 16<sup>th</sup> meeting. Mr. Foster was certain that there was a quorum at that meeting. He believed Mr. Hutchinson was thinking of the December 22, 2009 meeting where the Board met in executive format because they lacked a quorum. Mr. Foster noted that the action taken to pay bills at the December 22<sup>nd</sup> meeting needed to be re-approved by the full Board.

#### Executive Meeting - December 22, 2009

Mr. Foster noted that he, Dan Heath, Bob Burdette, Sue Larsen and Jody Robinson were the only ones who had attended the December 22<sup>nd</sup> meeting. As a point of order, Mr. Foster believed those in attendance needed to approve the minutes and during this meeting, the full Board would re-visit the action to pay the bills and re-approve that action.

MOTION: Dan Heath made a motion to APPROVE the minutes of December 22, 2009. Bob Burdette seconded the motion.

Mr. Foster called for a vote on the minutes as written.

VOTE: The motion passed unanimously by the members who were present on December 22, 2009.

#### **Owner/Visitor Open Forum and other owner communications**

##### Richard Perry - Lot FM-D-100

Richard Perry stated that he owns a couple of lots on Bull Moose Drive and his comments related to finance charges that accrued on one of his properties. Mr. Perry stated that around the year 2000 there was an amnesty program for owners, which eliminated some of their fees. He could not remember the actual details of the program, but he had participated in order to clear up money owed on his property. He was not sure who was at fault, but somehow his payments were not properly applied on the two lots. Therefore, one lot was fine but the other lot was still in arrears. At the time he tried to clear up the matter, but there was not a specific person who handled those issues and the communication was not as good as it is now. Mr. Perry explained that it has taken a long time for he and Carol working together to resolve the issue. He

has consistently paid the amounts owed, but it did not include paying the disputed amount, which was the finance charges from previous years. Mr. Perry requested that the Board help him resolve the matter so he can bring his balance current.

Mr. Hutchinson asked Mr. Perry for the amount involved. Mr. Perry had a copy of a statement Carol had sent him that day. The statement said \$1200 but Mr. Perry recalled that the original amount was approximately \$1400. Mr. Hutchinson asked if the amount was only interest that had accrued or if it included back dues that were anticipated to be written off. Mr. Perry replied that it was only interest and penalties. At one time the Board involved an attorney and Mr. Perry in turn hired his attorney and asked him to communicate with the HOA. The Board eventually eliminated the attorney from the situation and Mr. Perry was left with trying to communicate with the Board himself.

Mr. Perry noted that Carol indicated that she has a recommendation. He was willing to hear any recommendation in an effort to resolve the matter in an amicable manner. Mr. Foster was surprised that the Board had not heard a recommendation from Carol. He felt it was difficult for the Board to make a decision without hearing from Carol.

Ms. Larsen stated that when Carol brought her the recorder for this meeting she provided some background on the matter. Carol could see no reason why the Board could not allow the previously approved amnesty and waive the fees.

Mr. Clausen looked through the paperwork Mr. Perry had provided. He questioned why one lot did not show a credit if the payments Mr. Perry had made on both lots were all applied to one lot. Mr. Perry did not have an answer. This happened 10 years ago and he could not remember all the details.

After looking through the bills, Mr. Burdette understood that assessments were charged, payments were made and credit was given on the account going back to 1999. The balance that was carried forward from 1999 was written off and a credit issued. There was also a history of assessments and payment being made. Mr. Clausen pointed to a finance charge in August of 2009. Mr. Burdette believed that was charged because an assessment was charged in May 2000 and no payment was made until March 2002. Mr. Burdette noted that the delay in making payments caused the finance charges.

Mr. Burdette noted that in October 2009, \$340 was credited against the account to what was listed as "amnesty problem". From 2001 and 2002, \$340 were two years of assessments made in that time. Mr. Burdette remarked that interest was accruing

because payments are made more than 30 days after invoicing and this has been occurring all the way back to December 1999.

Mr. Perry disputed that Mr. Burdette's analysis was exactly correct. He stated that payments were made and most of them were on time. Mr. Burdette pointed out that the statement shows the date when payments were made.

The Board and Mr. Perry reviewed the statements. Tom Deaver asked if the amnesty program also allowed amnesty on unpaid late fees and finance charges. He was told that the amnesty was on the principle but not fees.

Mr. Deaver and Mr. Burdette reviewed the statements. Mr. Deaver believed the statement showed that Mr. Perry had not paid the 2001 and 2002 assessments until October 2009. Mr. Perry explained that he thought those assessments had been paid but were not properly credited to the right account. That was why the problem occurred in the first place. Mr. Deaver questioned where the payments went. Mr. Perry replied that he would like that answer himself.

Mr. Burdette wanted to know why Mr. Perry would pay those assessments again in 2009 if he had paid them seven or eight years ago. Mr. Perry replied that neither he nor Carol had records that indicated the exact situation. In order to bring his account current so he could address the issue of finance charges, he paid the assessment.

Mr. Deaver pointed out that Carol had written a note on the back of the statement. Mr. Burdette noted that Carol documents each time she communicates with a property owner. Mr. Burdette read the note from Carol which was written in December 2008, as follows:

"In 2008 I sent an email to Hutch and Dan. I have been trying to get Richard Perry, Lot FM-D-100, to pay for over three years now. I finally reached him today when I sent a collection letter and it said he had until December 21<sup>st</sup> to respond. He called me and this is the story he gave me. Of course, this situation is before my time so I am relying on your history with the Ranch. He told me that there was a one-time amnesty offer back in 2001 or 2002 and he never had those penalties removed. This caused him to be reluctant to send in payments because each time he did the money went to finance charges and not assessment. I checked his file and he has paid up all of his regular assessments on time for every year but this one. He refused to pay the penalties, which should have been removed after the amnesty payment in full. He owes \$1364, of which \$1,049 is late fees and finance changes."

Mr. Burdette further read that Carol proposed to remove the finance charges up until 2007 and charge Mr. Perry for 2008 since he has not paid this year. With late fees and finance charges, he would owe \$164.06 for 2008 and \$250 for the assessment, for a total of \$414.06. Since the penalties were not removed, Carol felt that \$414.06 was equitable.

Mr. Burdette stated that based on the notes and Carol's proposal, he believed that the \$414.06 in December of 2008 would have settled the matter. Mr. Foster did not recall receiving the email from Carol. He asked if the Board had made a decision on the matter. Mr. Burdette could not recall that the matter ever came before the Board. Ms. Jackson asked if there were unpaid amounts after the \$414.06. Mr. Burdette stated that finance charged continued to accrue after December 2008 because the \$1,000 balance has continued to grow.

Referencing the letter from Carol dated 2008, Mr. Foster proposed that the Board allow Carol to re-calculate an amount that would be an acceptable compromise to both parties, since Mr. Perry could not produce records showing that he made a payment in whatever year he would have been given the amnesty and the HOA could not produce documentation that he did not make that payment.

MOTION: Mr. Foster asked Carol to pull Mr. Perry's account from Revenue Recovery and to re-assess her own recommendation from 2008 to re-evaluate an appropriate amount. The Board would discuss the amount at the next meeting and propose it to Mr. Perry as a way to resolve the matter.

Mr. Burdette asked Mr. Perry if he would be willing to bring his account current this evening if the Board offered an amount of \$500 to bring this matter to resolution. Mr. Perry answered yes. His hope for attending their meeting this evening was to get a resolution. Mr. Burdette explained that taking the \$414 that would have been an acceptable resolution in December 2008 and adding \$60 of interest that would have accrued in 2009, the total would be approximately \$475. Based on that calculation, Mr. Burdette proposed that the Board accept \$500 to settle the matter.

Mr. Hutchinson noted that there was a motion on the floor to postpone a decision until the Board could get more information from Carol. Mr. Hutchinson seconded the motion.

Mr. Heath preferred to postpone the matter until they heard from Carol. However, he suggested that additional penalties or interest should not accrue while the Board considers their decision. Amy Jackson wanted to make sure that the situation would be resolved and not drag on indefinitely.

Mr. Foster called for a vote on the motion.

VOTE: The motion to table passed unanimously.

### **Environmental Control Committee Plan Review**

#### Gary Hoxer - Lot PI-E-61

Mr. Foster reported that during the executive meeting in December, the Board members had a long talk with Gary Hoxer at the top of Pine Loop. Mr. Foster noted that Mr. Hoxer felt that the Board's refusal to refund any of his impact fee was unjust and that the Board did not have all of the information required to make a decision. Therefore, he asked to speak to the Board directly and attended the December meeting. Mr. Foster summarized the discussion. Mr. Hoxer had a water line break during construction, the Water Company had also installed a hydrant on the same part of the road that Fall. In addition, a heavy spring run off caused significant damage to a fairly long stretch of road in that same area.

Mr. Foster stated that Mr. Hoxer made the point that it was difficult to assess 100% blame because of the three issues that affected the road. Mr. Hoxer requested that the Board consider a compromise. Mr. Foster remarked that personally he was willing to consider a compromise since further construction work was done on that stretch of road and a hard spring run off always causes damage. Mr. Foster was uncomfortable saying that Mr. Hoxer's construction was the only reason damage occurred.

Scott Clausen asked if Mr. Hoxer was being charged over and above his impact fee for road repair. Mr. Foster clarified that the Board did not retain his impact fee because of heavy equipment. The refund was denied specifically because the road damage was attributed to his project. Mr. Foster believed that decision was clear in the minutes of January 26<sup>th</sup>. He noted that a forklift was on site during the winter, but it remained on Mr. Hoxer's property.

Mr. Hutchinson remarked that the forklift was parked on the site, but he has seen it many times on the roadway off-loading while he constructed during the winter. Mr. Deaver asked if Mr. Hoxer had deliveries during the winter. Mr. Hutchinson was unsure. Mr. Burdette wanted to know what he would be off-loading if it was not delivered materials. Mr. Foster stated that he photographed the site many times that winter and each time the forklift was on the property.

Mr. Hutchinson pointed out that the other thing that had not come to light in that earlier

meeting was that Mr. Hoxer's property is on a very steep slope. Jody did a great job of reconstructing that portion, but the water ran down, turned the corner and went well beyond where Jody had fixed the damage. He understood that the cost to fix that portion far exceeded the \$2,000 that Mr. Hoxer had paid.

Mr. Powell stated that in reading the minutes, he recalled a phrase about the fact that his contractor had fixed the road but he had not used the proper road material. Mr. Foster agreed, but felt that if they set that standard, they would be sending very large bills to the Pine Meadow Mutual Water Company. Mr. Deaver pointed out that if Mr. Hoxer had the road repaired, he paid to have the road kept open all winter so he could unload large equipment or materials. Mr. Burdette stated that this was different testimony than what the Board heard at their meeting last month.

After further discussion, Mr. Heath asked Jody Robinson for his opinion. Mr. Robinson stated that in his opinion, where the water line was broken was what ruined the road. He noted that the Water Company also used the water line to put in the hydrant and that may have disturbed the road.

Ms. Jackson asked if the Board had indicated to Mr. Hoxer which way they were leaning. Mr. Foster noted that only a few Board members had attended that meeting; however, the general feeling was that because it was difficult to identify a specific cause of damage, a fifty-fifty split was a way for the HOA to recoup some of the costs and for Mr. Hoxer to feel he had been treated fairly.

Mr. Burdette remarked that the testimony during that meeting was that Mr. Hoxer did not have heavy equipment coming to his job site during the winter months. Mr. Foster stated that he pays attention to construction sites in the winter and he did not observe signs of anything substantial going to Mr. Hoxer's lot. Mr. Foster pointed out that this was only his personal observation.

MOTION: Mr. Burdette stated that given the fact that there is no testimony that heavy equipment or delivery trucks were brought in to the construction site during the wet months, and given the fact it looks like there were two problems that may have contributed to road damage, both breaking of the water line and the Water Company installing a hydrant on the same road, he proposed that the Owners Association split the \$2,000 refund with Mr. Hoxer and that he be refunded \$1,000. Mr. Deaver seconded the motion.

Mr. Heath asked if the water line had broken during the cold months. Mr. Burdette replied that the line was broken by Mr. Hoxer's contractor during construction on his lot in the summer. Mr. Burdette believed that it was sufficiently demonstrated at the last

meeting that the water line break was the fault of his contractor. If the contractor had followed proper building codes the incident would not have occurred.

Mr. Foster called for a vote on the motion to refund Gary Hoxer 50% of his impact fee.

VOTE: The motion passed with 7 votes in favor. Scott Clausen abstained because he did not fully understand the situation.

Mr. Heath was concerned that they would see a can of worms regarding the same problems this Spring.

Mr. Clausen echoed Mr. Heath. He was nervous about the number of broken lines related to water usage when things thaw this Spring. They have had freezing temperatures but very little snow for insulation.

### **Water Board Update**

Mr. Foster reported that extremely cold temperatures have caused frozen water meters. He believed more owners than usual are asking the Water Board for a one-time reduction on an excess water bill. Mr. Foster noted that the Water Company offers a one-time reduction to address emergency situations. He stated that as much as 80,000 to 100,000 plus gallons of water are running through some of the meters. Mr. Foster pointed out that the most common cause is when people do not shut off their meter. He recalled that only one situation was an actual frozen meter. Mr. Foster noted that if the freeze occurs on the Water Company's side the problem is theirs. If it freezes on the owners side it is the owners problem. In most cases, the water goes through the meter and then disappears. He believed that most of the problems result from lines buried too shallow in yards, particularly frost free hydrants, which the water Company no longer requires. The yard hydrants are notorious for failing underground.

Mr. Foster reported that the Water Company recommends that people stuff fiberglass insulation in the top of their meter sets.

Mr. Foster stated that the Water Company is possibly looking at an easement for installing a new water line that would run from the Aspen Ridge/Alexander Canyon corner and cut back through the property behind the Ranch to reach I-Plat. This would create a loop to I-Plat and hopefully resolve their pressure issues. Mr. Foster reported that the Water Company has been authorized to use the remaining funds from the original loan and they plan to use loan money to complete that loop. The Water Company is looking at easements for laying the line and whether or not it would be feasible. If the line is installed, I-Plat would be serviced from the 200,000 tank on

Windy Ridge, which most likely would keep appropriate water pressure on I-Plat.

Mr. Foster noted that the Water Company will be offering an upgraded meter for people who would like to upgrade their existing meters. The upgraded meter has a transmitter in it that sends an alarm if the meter has been running for 24 hours continuously. This would help the Water Company detect leaks and notify the property owner in a timely manner. The new meters are an option for owners who are interested in purchasing one. The Water Company is considering making the new meters a requirement for new construction. Anyone with an existing meter can retrofit to the new meter for a fee. Mr. Foster remarked that the fee is minimal and the Water Company is talking about instituting a program that would provide some type of insurance for anyone who chooses to upgrade.

### **Ranch Manager's Report**

Jody Robinson stated that he had replaced the solenoid on the front plow of the plow truck. He also replaced the two hydraulic hoses because they were bad. Mr. Robinson had paid for the hoses and requested reimbursement.

Mr. Robinson reported that he had ordered and received a repair manual for the grader. He needs to do maintenance on the grader and change some filters.

Mr. Robinson asked if there was money in the budget for paint to finish the shop this winter. Mr. Burdette replied that there was sufficient money to purchase paint. The Board can discuss the expense and vote on whether to make that purchase later in the meeting.

Mr. Robinson stated that very little has been happening on the Ranch.

Mr. Burdette asked if Mr. Robinson has seen problems with rental properties and people parking on the Road. Mr. Robinson replied that there have not been any problems. Mr. Deaver and Mr. Powell commented on minor problems they had observed with parking.

Mr. Burdette assumed Mr. Robinson would need four or five gallons of paint plus sealer for the shop.

MOTION: Mr. Hutchinson made a motion to authorize \$150 for paint and sealer to paint the shop. Tom Deaver seconded the motion.

VOTE: The motion passed unanimously.

Mr. Foster stated for the past two years he has put expenses on his personal credit card and submits for reimbursement. Mr. Foster requested that the Board consider having a Ranch credit card for those type of uses. Mr. Robinson would not have to carry the card and it could remain with Carol or a Board member. He believed the Board could discuss the best scenario for having a credit card available when Jody needs to make a purchase so he would not need to spend money out of his pocket.

Mr. Hutchinson was not in favor of a Ranch credit card due to personal experiences with authorizing a business credit card. He felt the reimbursement process was easier and cleaner. Mr. Burdette pointed out that the Ranch has a Home Depot card that Jody uses for Home Depot purchases. They also have a Sinclair Fleet Card to purchase fuel.

Mr. Robinson noted that Denver was the only place that had parts for the plow truck. He needed to use his personal credit card to order the parts and it would have been easier if he could have used a Ranch credit card.

Mr. Foster pointed out that the Board did not need to make a decision this evening and the matter could be discussed at a future meeting.

Mr. Powell asked if Mr. Robinson could put sand more frequently on Tollgate when it does not snow for a while, particularly areas like Salt Box. Mr. Robinson pointed out that he only has so much time and until it gets really slick he does not always put down sand. He noted that the roads are also used for snowmobiling and the sand ruins the equipment.

## **Old Business**

### Architectural Guidelines

Mr. Foster stated that four months ago he had prepared a first draft proposal. He still had not heard input from the Board members and strongly encouraged them to provide their comments. Mr. Foster would re-email to the Board members the draft proposal.

### Lot SS-BDY-15-1 appraisal and assessment reduction.

Mr. Foster reported that the HOA is paying taxes on Lot SS-BDY-15-1, which is an unbuildable lot. Recently the question was raised as to whether a building permit is available for this lot. He asked Mr. Heath if he had talked to the County about re-appraising that lot.

Mr. Heath replied that he spoke with the County and they would look in to it.

### SSD Proposal

Mr. Foster reported that the SSD Proposal is still grinding through the gears of County government. It is now being reviewed by the GIS Office for mapping purposes. He noted that State law requires an actual map of the proposed area. Mr. Foster stated that he is doing his best to have the County to draw a map because if the property is surveyed the cost would be approximately \$40,000. He hopes to bypass the survey by using the County services. As of yesterday, the process was moving forward.

### **New Business**

#### Plow route documentation - Elk Road

Mr. Foster reported that someone on Elk Road asked to see the documentation that half of the people on Elk Road wanted. It is the existing guideline for people who agree to plow. He put that request to the people involved in that area and asked them to come up with that documentation. However, the person who requested that documentation changed their mind and has now accepted plowing on Elk Road. Without anyone having opposition to plowing on Elk Road, Mr. Foster stated that he would still like to see the documentation at some point, but he would not actively pursue it because no one else has concerns.

#### Clarify/eliminate no-winter construction rebate program

Mr. Foster noted that the current program puts the responsibility on the Board to prove an owner does not deserve a refund. Since most area reps are not on the Ranch during the winter, it is impossible for an area rep to document what might occur on a construction site. Without that documentation it is difficult to support denying a refund.

Mr. Foster offered two suggestions for discussion. The first would be for owners to document and justify that they deserve their refund. This could be done by photographic records, dated delivery and construction documents, inspections or other processes. The Board could create guidelines that the owner would need to verify to prove that substantial construction had not occurred during the winter. He noted that the Board would also need to define substantial.

Mr. Foster stated that his second proposal would be to completely eliminate the no winter construction policy. Based on the nature of construction and the accessibility on the Ranch if someone chooses to access their property, makes it such that almost no

one stops building in the winter. Mr. Foster felt it was unrealistic for the Board to ask people to stop construction in the winter, primarily because it is cost ineffective to stop building. He pointed out that people who build in the winter have a skewed idea of their impact on the Ranch and they all expect a refund.

Mr. Foster stated that he was personally leaning towards negating the program entirely and changing to a flat \$5,000 impact fee for construction rights. Currently the fee is \$5,000 with up to \$2,000 refundable if no winter construction occurred. He noted that "winter construction" is vaguely defined. Mr. Foster remarked that the Board has struggled to define "winter construction" since they implemented the policy.

Ms. Jackson thought the \$5,000 impact fee was huge for people who eventually want to build. In her case, she would never be able to build.

Mr. Burdette liked the second proposal for elimination. He believed many owners would simply deny that they did winter construction and the Board would be in the same position of not having documentation to support a refund. Mr. Foster remarked that the owners are not intentionally dishonest, but they have no idea of what their builders are doing when they are not on the Ranch to observe it. He thought that most owners believe they did not build during the winter. Even those who are aware believe the work was insignificant.

In response to Ms. Jackson's comment, Mr. Foster stated that he did not want to make it financially impossible for people to enjoy their property. Mr. Hutchinson worried about impact to the roads and felt the Board needed to charge something. Mr. Foster stated that the policy of not building during the winter does not address some of the worse periods on the road. Spring and Fall are much worse for road damage.

Mr. Clausen favored the "no-hassle" idea and suggested a \$4,000 impact fee. If the Board refunds currently refunds \$2,000, they may not need that extra money. Mr. Burdette noted that the majority of owners do not request the refund because they know they violated the policy. Mr. Clausen wanted to make sure that the property owners understand that they are still responsible for excessive road damage.

Mr. Heath asked if the Board was creating a legal standing for being taken to court on road damage issues. Mr. Foster stated that the original version of the CC&R's states that the HOA can charge anyone for road damage, regardless of whether or not it was due to construction. He noted that the construction agreement re-states what is already in the rules and regulations.

Mr. Foster pointed out that the impact fee covers normal wear and tear from

construction. It also recognizes that once a building is constructed it generates impacts over the life of the property such as additional traffic, maintenance, and future impacts from things such as driveways, rock landscaping, etc.

Mr. Burdette was opposed to changing the fee to \$4,000, since some have already paid \$5,000. To be consistently fair to all the lot owners, he thought the impact fee should remain at \$5,000.

#### Clarify plow requirements for 2010

Mr. Foster noted that this item came from the request for a plow document on Elk Road that the Board previously discussed. He suggested that the Board give some thought to potentially rewriting the plow agreement for next year. Mr. Foster did not have the document available but he recalled that in order for a route to be plowed by a private plower, that 50% of the owners need to concur that they are allowed to plow. Mr. Foster commented on the situation where one person did not want the road plowed and several people did. He suggested a new policy where the majority of people would need to oppose plowing in order to stop it, instead of requiring a majority of people in favor to plow. Mr. Foster felt that those who want access to their home should not have to track down 50% of the structured owners for approval to plow. He thought the burden of proof should be the other way.

Mr. Foster noted that the Board had months to continue this discussion before reaching a decision.

Mr. Hutchinson clarified that Mr. Foster suggested that they shift the burden of proof to those who do not want things changed. Mr. Foster replied that this was correct, based on his belief that the owners have an inherent right to access their property. Mr. Hutchinson disagreed because the Ranch was established as a seasonal use property. Mr. Heath argued that if that was the case, it would be stated in the covenants, but that is not the case. Mr. Hutchinson did not think the covenants anticipated what has actually happened to this property. With the change in the economy, he was unsure if they would see much more development. Mr. Hutchinson stated that when people could not afford to purchase property in Park City they came to Pine Meadow Ranch because it was less expensive. Now they want all the amenities that are offered in Park City.

Mr. Foster clarified that they were talking about a person's right to spend their own money to access their property. This had nothing to do with roads that are plowed by the Ranch. Mr. Hutchinson pointed out that plowing creates additional problems that eventually affect the Ranch.

Mr. Burdette stated that for some people their home on the Ranch is their primary residence. The question is whether those people have the right to pay money out of their own pocket to plow the road to access their property. Mr. Hutchinson stated that those people knew what they were up against when they chose to use their property as a full-time residence. In contrast, others purchased their property anticipating that the roads would not be plowed and they would snowmobile in and out.

Mr. Burdette believed that State law would grant that full-time owner the right to access public roads to get to their property. Mr. Hutchinson replied that "access" is a nebulous term that can also mean purchasing a snow cat to access your property.

Mr. Foster understood that this was a hot topic with diverse ideas. The question from Elk Road made him think about placing the burden and whether one person could work to stop access for multiple people who want it. Mr. Clausen wanted to know how it was fair to people like him whose right to recreate on his road would be taken away by the rights of others who want the road plowed.

Mr. Powell stated that when he started plowing in his area he contacted every lot owner who would respond. He found that most people did not care. Three said no and everyone else said yes and paid the money. He believed that those who don't care should not be listed in a yes or no column.

Mr. Heath felt it was inevitable that things would change regardless of what they do. Most banks do not want properties that are inaccessible. He believed that second home ownership would become elite and many of the problems would work itself out.

In the interest of time, Mr. Foster tabled further discussion to another meeting.

Schedule meeting to address nightly rental policies.

Mr. Foster noted that one person on the Ranch has requested an all-Ranch petition drive and an open forum specifically scheduled to discuss enforcement of a nightly rental ban on the Ranch. He was unsure how much credence or energy they should invest to satisfy one person. He understood that others on the Ranch are concerned with nightly rentals but no one has specifically come forward.

Mr. Foster asked if the Board was interested in a meeting where nightly rentals was the major topic. Ms. Jackson did not believe it was necessary. Mr. Clausen did not favor a meeting because no matter how strongly they feel, the Board has limited options. Mr. Heath pointed out that the ones who want the Board to enforce the covenants are the same people who want the Board to override the covenants for their benefit. Mr.

Burdette believed that people are upset because the covenants do not address the issue of nightly rentals. Ms. Jackson clarified that people are upset because they think there is a regulation, but the Board is not enforcing it. Mr. Foster stated that a regulation was written in 2006, which puts the Board in a precarious enforcement position. He reiterated that legal counsel has explained the complications they would encounter should the Board choose to pursue these matters to the end.

Mr. Hutchinson proposed that the Board invite this individual to attend a Board meeting and explain what they were advised regarding the issues so he understands that the Board is not in a position to do anything more. Mr. Foster noted that a few other owners had requested to be part of that discussion.

The Board decided that Mr. Foster would invite those people to a Board meeting to discuss the matter, but they should understand that the entire meeting would not be dedicated to that one topic.

#### Public Hearing

Mr. Burdette reported on a public hearing scheduled for 7:00 p.m. on Thursday, January 28<sup>th</sup> at the Coalville Courthouse, regarding a setback variance on a parcel of land in Tollgate Canyon. The applicant was requesting to construct a gate house on Parcel SS-146-C3, in Tollgate Canyon and requested a 34 foot variance from the required 55 foot setback.

#### **Monthly Budget Review**

Mr. Burdette reviewed the bills that were paid in December.

Mr. Burdette reviewed the monthly bills for January in the amount of \$8,688. He referred to the bill for plowing the connector loop between Forest Meadow and Pine Meadow. Mr. Burdette recalled that the Board had agreed to pay \$80 an hour for plowing. However, the bill reflected a \$100 per hour charge for the plow and \$85 per hour for the blower. Mr. Heath stated that generally they charge more for blowers because they break down and they are expensive to run. He believed the numbers were backwards. Mr. Foster suggested that the Board review the minutes to confirm the charges. Mr. Burdette proposed that the Board withhold payment on that bill until the charges could be verified. Mr. Foster suggested that the Board authorize payment for the 4.25 labor hours at the rate they believe was agreed to, so Sam Skaling could recoup his expenses. Mr. Burdette replied that he could pay that portion and readjust the bill at the next meeting.

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Mr. Burdette continued reviewing the remaining bills. Mr. Burdette stated that in addition to the bill itemized on the list, two mileage expense reimbursements were submitted. The amounts were \$110 for Bruce Hutchinson and \$71 for Amy Jackson. Sue Larson had submitted a reimbursement for Hale Center Theater tickets and a gift card for Carol. Mr. Robinson had submitted bills to repair the snow plow in the amount of \$56.00.

MOTION: Bob Burdette made a motion to pay the bills as outlined. Tom Deaver seconded the motion.

VOTE: The motion passed unanimously.

### **Assignments for the next meeting**

Mr. Foster stated that he would email a copy of the draft architectural guidelines to each Board member. He asked that they review the guidelines and provide input prior to the next meeting.

The meeting of the Pine Meadow Ranch Owners Association adjourned at 8:41 p.m.

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