

PINE MEADOW RANCH OWNERS ASSOCIATION
MONTHLY BOARD MEETING
SHELDON RICHINS BLDG.
KIMBALL JUNCTION
PARK CITY, UTAH
FEBRUARY 18, 2014

Board Members: Tony Tyler – President; Dan Heath – Vice President; Pat Kreis – Treasurer; Honey Parker – Secretary; Jeremy Jespersen (Area 2), Alan Powell (Area 3), Tom Deaver (Area 4); Mark Hodgson (Area 5);

Matt Brown (Area 1); Mike Gonzales (Area 6); Nick Boyle (Area 7)

Ex Officio: Jody Robinson, Ranch Manager

Guests: Leo Moshier, Lot D75; Tom LeCheminant, Lot D-29; Bob Bethke, Lot D-69; Austin Balls, Lot D-70; Brian Thompson, Lot D-91.

Tony Tyler called the meeting to order at 6:31 p.m.

Approval of Minutes – January 21, 2014

Mr. Tyler referred to page 2, 5th paragraph under Owner/Visitor Open Forum, and corrected the spelling of Dan Schow to Dan **Scow**.

Mr. Deaver referred to page 5, under the PI-73 New Construction, and corrected brown town to brown **tone**.

MOTION: Tony Tyler moved to APPROVE the minutes of January 21, 2014 as corrected. Pat Kreis seconded the motion.

VOTE: The motion passed. Mark Hodgson and Dan Heath abstained since they were absent from the January 21st meeting.

Owner/Visitor Open Forum and Owner Communications

Recognizing that it was a Water Company issue, Brian Thompson requested that the Board *ask* the Water Company to turn off the lights on the pump house buildings. Mr. Tyler stated that he had spoken with the Water Company and they told him that the lights are required by the State Water Board for safety issues. Mr. Thompson stated that he had read through the State requirements for that issue *and* it specifically defers to the local ordinance. He offered to provide references.

Mr. Powell suggested that he and Mr. Thompson could go before the Water Board to address this issue. He shared Mr. Thompson's opinion. Mr. Thompson thought motion sensors might be a good alternative to suggest since it was mentioned in the ordinance.

Mr. Powell stated that he has been thinking about it for a while because it is important to find a solution that allows the Water Company to comply with the regulations, but at the same time be sensitive to the property owners and the local ordinance.

Mr. Tyler offered to take their suggestions to the next Water Board meeting.

On-going Business

PI-D-69 - Yurt

Bob Bethke, Lot PI-D-69, had prepared a power point presentation to explain the situation in more detail with the help of visuals. Mr. Bethke remarked that there are myths and misunderstanding regarding Yurts. Also, as information for the new Board members, he thought it was a good idea to review the facts that brought them to this point.

Mr. Tyler had prepared a timeline of the Yurt discussion, including Board meeting minutes and excerpts.

Mr. Bethke outlined the events related to the Yurt, beginning from the time he purchased the lot in July 2007. He wanted to build a beautiful structure on the lot and he went through the Planning stages. After spending \$3,000 on a set of plans, he was unable to obtain a construction loan due to the economic downturn. In looking for alternatives, Mr. Bethke contacted the Summit County Chief Building Officer, Don Sargent, who told him that a Yurt was allowed as long as it had a septic system. Following that conversation, Mr. Bethke spent \$5,000 to put in a septic system. A permit was not required for the Yurt itself as long as it was a temporary use structure. Mr. Sargent defined a temporary use structure as 100 days of use or less per calendar year.

Mr. Bethke stated that after talking with Mr. Sargent he read through the CC&Rs and found the statement, "When used for a reasonable period to: 1) aid in the construction of an approved structure or 2) for brief vacation periods. Based on that language, Mr. Bethke believed he could build his Yurt. The Yurt was erected in the summer of 2012. He presented photos showing an example of the deck that was built and the specifications of the Yurt. He pointed out that by the nature of the design, Yurts shed snow naturally and they are strong sturdy structures. Mr. Bethke stated that Yurts are environmentally low impact because the number of construction vehicles on the roads is significantly reduced.

Mr. Bethke stated that after being notified by the HOA and attending several meetings,

the Board determined that the Yurt did not meet the definition of a temporary structure and that it should be treated as a permanent structure, requiring Mr. Bethke to submit an application for a permanent structure and pay the construction fees. However, the Board also determined that the Yurt, as erected, did not meet the Architectural Guidelines for a permanent structure. That was the issue for discussion at this point.

Mr. Bethke presented photos of trailers that he drives past on the way to his Yurt on Elk Road. He remarked that he was not a member of the Board, and it was not up to him to determine whether or not those structures should be an allowed use, but he personally thought Yurts were more attractive than the trailers in the photos.

Mr. Tyler noted that the trailer shown on the left was brought up last August and it was still within the 180 day time frame. The trailer on the right was at the end of the 180 days and the Board could send a notice. However, in reality, the trailer could not be moved off the Mountain at this time due to weather and road conditions. Mr. Bethke clarified that he was not trying to cause problems for another owner. His only intent was to show the Yurt as an alternative to a trailer on his lot.

Mr. Bethke commented on the need for clarification. He stated that his area rep, Nick Boyle, visited his property after the Yurt was erected and told him that it was a unique situation and the rules needed to be better defined to specifically address Yurts.

Mr. Bethke believed it could be easily interpreted that he was within his rights to build his Yurt as a temporary structure. However, the Board disagreed and had made their decision, and it was time to talk about the Yurt as a permanent structure.

Mr. Bethke presented his intentions to come up with a reasonable solution to address the Yurt. He believed there was a continuing opinion that he was intentionally trying to avoid paying any fees. Mr. Bethke stated that he would have gladly paid the fees if the rules had been clear. He acknowledged that it was probably his fault in how he interpreted the rules, but he honestly believed that he was fully within his rights. After spending \$40,000 on his project, it would have been in his best interest to pay the additional \$5,000 in fees. He wanted the Board to understand that he had no intention of circumventing the process. He pays taxes, he is part of the snowplowing removal effort, he likes his neighbors and he wants to be a member of the community. He understood that one of his neighbors objected to the Yurt and believes it is an eyesore and would negatively impact his property value. When Mr. Bethke asked the neighbor if trailers would affect his property values, he did not respond. Mr. Bethke was confused by that type of opinion but he respects it.

Mr. Bethke stated that his long-term plan is to eventually remove the Yurt and build a

home. The quandary is the time between now, when the Yurt is already built, until the time he is able to build his home. He was before the Board looking for a resolution.

Mr. Bethke provided examples of Yurts in other communities. He personally believes Yurts enhance a community and provide an alternative to a regular structure. Mr. Bethke requested that the Board consider changing the Architectural Guidelines to allow Yurts on the Ranch as long as they are engineered properly and meet the Architectural Guidelines. He offered his assistance in helping the Board create the Architectural Guidelines.

Ms. Parker recalled that one of the issues was the fact that canvas was not an approved exterior material. She asked if Mr. Bethke had looked at ways to cover the Yurt with something that would meet the Guidelines. Mr. Bethke replied that he had not researched exterior materials and what it would involve to make the Yurt compliant. After the last Board meeting when he was advised that he was not in compliance, he considered the option but he did not think it would look right and it would not enhance the community.

Due to the past confusion with the Guidelines and the addition of new Board members, Mr. Bethke preferred to look for a resolution through the Architectural Guidelines. He suggested two options: 1) making an exclusion to his specific situation; or 2) adding language to the Architectural Guidelines to allow Yurts. Mr. Bethke had difficulty understanding the negativity towards Yurts. He was interested in hearing the reasons from the individual Board members.

Ms. Parker stated that she likes Yurts. She could not recall that any Board member had said they did not like Yurts. The issue is the CC&Rs that currently address temporary structures. That was her reason for asking Mr. Bethke if the Yurt could be housed in a way to make it compliant as a permanent structure.

Ms. Kreis stated that she was a new Board member. She has property on the Ranch that is still vacant, but she understood that when she plans to build, she has to bring her plans to the Board for approval prior to moving forward with construction. Ms. Kreis wanted a better understanding of the history and why Mr. Bethke did not come before the Board with his plan to construct the Yurt.

Mr. Bethke stated that when he researched the Architectural Guidelines and/or the CC&Rs, he read the brief vacation period option and took it as a temporary structure allowed use. The trailers on the Ranch did not require Board approval and he assumed he could have the Yurt without going through the Board. He reiterated that Summit County thought the Yurt was allowed and did not require a permit as long as he had a

septic tank. Mr. Bethke was aware of the requirement to submit house plans to the Board, but he never considered that the requirement applied to his Yurt.

Mr. Tyler pointed out that the section following the language about brief vacation periods defines structure as, "Any building improvement, shack, tent, trailer, mobile home, dwelling garage, storage shed or any other type of structure having similar characteristics." It further states, "To implement the procedure required herein, a property owner shall follow these steps before taking any steps towards putting a structure on his property. Check with the HOA".

Mr. Bethke replied that he interpreted that language to be for a permanent structure, not a temporary structure. Mr. Powell asked if the Yurt was attached to the ground or cemented in with plumbing and wiring. Mr. Bethke stated that the only thing permanent was the stovepipe, but it could still be taken apart. Mr. Deaver asked if the Yurt had power and/or water. Mr. Bethke answered no. Mr. Tyler asked if Mr. Bethke had power or water to any other structure on the property. Mr. Bethke answered no.

Mr. Tyler clarified that the Architectural Guidelines do not specifically address temporary structures or not. It only says "...mass materials, textures, colors and character of all plans shall apply to all cabins, homes, sheds, garages, barns and any other outbuilding." Regardless of whether or not the Yurt is a temporary structure, it still has to comply with the HOA Architectural Guidelines. Mr. Tyler noted that the Board has not enforced the language for temporary uses of trailers, tents, teepee, etc., that are taken down seasonally. Prior to his tenure on the Board, that was interpreted as summertime only. Mr. Tyler thought it was unfair to just limit the structures to summertime only because some people only use their property in the winter. He did not believe the Board's stance had changed regarding temporary structures, except for the fact that it has been identified more strictly in writing because of the situation.

Mr. Bethke wanted the Board to understand that by his interpretation of the rule, if the temporary structures were not connected to permanent structures, the rules applied to temporary structures differently than they did to permanent structures.

Mr. Deaver remarked that Mr. Bethke was defining temporary as a use. As pointed out at every meeting, the word "temporary" refers to "temporary structures." Mr. Deaver clarified that he personally likes the Yurt, but it violates the Guidelines. He also understood that when Mr. Foster was the HOA President, Mr. Bethke was not eager to bring his plans for the Yurt to the Board.

Mr. Bethke stated that he never officially received notice that the Yurt was a problem. He was unaware that it was a problem until Nick Boyle came to his lot and invited him to

attend a Board meeting to discuss the situation. Mr. Bethke felt like he was misled by Mr. Boyle's approach, because he was very informal and did not present it as a major issue. Mr. Bethke would have preferred that Mr. Boyle let him know that it was a serious matter, because had he known that he would have come to the Board much earlier.

Mr. Tyler pointed out that at the time he was approached by Nick Boyle the Yurt had not been up for a full season. He believed Mr. Boyle's goal was to find out more about Mr. Bethke's intention regarding the Yurt. Mr. Tyler clarified that the HOA allows Yurts, but only as a temporary structure. The definition was expanded to be more strictly defined as 180 days per calendar year on the site, but the defined language has not changed the Board's view of a temporary structure versus a permanent structure.

Mr. Bethke resented the implication that he erected his Yurt underhandedly without paying the fees. He wanted it clear that he had read the guidelines and thought he was abiding by the rules. Mr. Powell liked the idea of Yurts on the Ranch, but the problem was that the Board as a whole has not had the opportunity to make that decision. His concern was that Mr. Bethke was given 180 days, but he waited until that time period had ended and he was notified of non-compliance before he came back to the Board. He now wanted the Board to change the rules so he could continue to keep his structure in place. Mr. Powell pointed out that the Annual Meeting was the appropriate time to suggest changes to the Rules and Regulations, because it needs to be presented to the Association members who attend so they can vote on it. Mr. Powell stated that the Board has the ability to change the Architectural Guidelines, but the Rules and Regulations and the Bylaws have to be changed at the Annual Meeting. Mr. Powell remarked that Mr. Bethke's presentation solidified his opinion that Yurts can fit in the mountains, but currently it is in violation and the window of opportunity has come and gone. Mr. Powell noted that the Board agrees that the Yurt is fine as a temporary structure.

Mr. Bethke understood that Mr. Powell was making the point that he should have come to the Board within the 180 day period. He explained that he had a lot of issues going on in his life at the time, but he was here now. If the Board does not oppose Yurts on the mountain, he suggested that they make a motion to potentially change the Architectural Guidelines.

Mr. Tyler believes that Yurts have a place. He likes the idea of Yurts and the low impact, as well as the concept of being a vacation home. However, he did not believe that Pine Meadow Ranch was the place for Yurts. Mr. Tyler clarified that he would not be opposed to a few Yurts scattered throughout the Ranch, but once they allow one, it opens it up to every lot could have a Yurt. He remarked that Yurts create maintenance

issues because the roofs and siding do not last nearly as long as roofs and exterior siding on a built structure.

Mr. Tyler noted that some people have posted their support of Yurts on the Facebook page, but he has personally received ten or more emails from people who do not want Yurts allowed on the Ranch. Some see it as a value issue and others have aesthetic issues. One email simply pointed out that it did not meet the Guidelines and it should be removed.

Mr. Heath stated that he has sat through these discussions for 13 years. He personally did not care what type of structure was on a lot as long as it fits the Guidelines. It is not about personal taste. The Board can express their personal taste, but the only thing that matters is whether or not a structure meets the Guidelines. The Board has the job of enforcing the only set of laws in the Canyon. Mr. Heath told Mr. Bethke that his Yurt was not the first one and they are allowed for seasonal use. As a permanent structure the Yurt would require a building permit, and he did not believe Summit County would issue a permit. However, even if they did, the Yurt does not meet the Pine Meadow Ranch Guidelines. Mr. Heath asked for a straw poll on the number of Board *members* who would be interested in changing the Guidelines.

Mr. Tyler agreed that the Architectural Guidelines need to be reviewed and revised, but he did not believe there was enough support on this current Board to change the guidelines to allow structures like a Yurt. Mr. Bethke asked if the Board would consider Yurts if the Guidelines state that the Yurt must be architecturally approved and properly engineered, and given a ten year renewal period. The renewal period would alleviate the concerns of having a tattered Yurt after a few years.

Mr. Heath stated that the CC&Rs allow the Board to do one of three things. They can ignore it, they can enforce it, or they can change it. The CC&Rs give the power of review to the Architectural Committee; and currently the Yurt only complies as a temporary structure. The only option for allowing Yurts as a permanent structure is to amend the Guidelines and he did not believe Mr. Bethke had the support from the Board. If he has the support they could present it at an annual meeting and let the members decide. Unless or until that occurs, the Yurt is considered a temporary structure and it is out of compliance.

Mr. Tyler called for a straw poll on whether there was any interest from the Board to change the Architectural Guidelines to allow Yurt-like structures under any circumstance whatsoever as a permanent structure. No one raised their hand in support. Mr. Tyler summarized that at this time none of the Board members were interested in changing the Architectural Guidelines to allow Yurts as permanent structures. He had spoken

with Mike Gonzales and Nick Boyle who were excused this evening, and both of them were opposed to amending the Architectural Guidelines.

Mr. Tyler asked the property owners in attendance to provide comment and give their thoughts.

Leo Moshier, Lot D-75, thought Yurts in general would be a great idea. He believed the Board members had a mindset of permanent full-time residents, but they have to realize that there are 400 unbuilt lots in the neighborhood and those owners are never represented in most of the discussions. Mr. Moshier asked the Board to keep in mind that many people would build a Yurt if they could and they should be allowed to in order to enjoy their property. He pointed out that he lives back from the plow route because he likes solitude. He was not promoting more neighbors or more structures, but less interference on what people can do on their own property was appropriate. Mr. Moshier stated that his thought was something between a temporary and a permanent structure, much like Mr. Bethke's suggestion for a renewal period. He thought ten years was too long and suggested an annual renewal. The area rep could visit the property to make sure the Yurt is still structurally and aesthetically sound. When they start saying that certain things on the Mountain no longer fit, they are on a slippery slope.

Mr. Tyler recalled that in April he had proposed a temporary license for a structure that would be one, three or five years. The Board at that time was not interested in creating another process to oversee and enforce. Mr. Tyler was also unsure it would work with the CC&Rs and the Rules and Regulations because it does not allow the Association to license uses or structures. He questioned whether it was legally feasible.

Brian Thompson, Lot D-91, supported allowing Yurts as long as they are cared for and maintained. He suggested the possibility of a fee associated with an annual use.

Mr. Powell pointed out that they could not write language specifically for a Yurt. Whatever they do would have to apply to trailers and other structures.

Mr. Thompson suggested a fee for any structure allowed for more than 180 days.

Mr. Powell was also concerned that if they draft language to allow Yurts as permanent structures, it would open it up to many other types of temporary-type structures. It would be difficult to draw the line. In his opinion a Yurt is a temporary structure. The history of Yurts is that they are moveable.

Tom LeCheminant thought Mr. Bethke's Yurt looks nice, but he would not want one next door to him year around. He would not be opposed to someone erecting a Yurt to live in while they were constructing their cabin, as long as the Yurt would be taken down

once the cabin was built. His concern was that people would construct a Yurt with the intention of building a cabin, but five or ten years down the road the Ranch is full of Yurts and the cabins were never constructed. Mr. LeCheminant clarified that he felt the same way about trailers and that his opinion was not isolated to Yurts.

Mr. Bethke stated that he would like the opportunity to keep his Yurt in place if possible because he did not want to take it down. He was open to any ideas.

Mr. Deaver believed it was a two-fold problem. The first is what to do in the short-term. Mr. Bethke was told about the issues with the Yurt nearly a year ago and he was given 180 days. Mr. Deaver stated that he was the one who suggested that the 180 days did not begin until Mr. Bethke received his letter in the mail to give him additional time. The second problem was doing something to address this issue at the Annual Meeting with the homeowners who attend, to see if there is interest in changing the Architectural Bylaws and to let the neighbors vote. He acknowledged that the outcome might be different than the straw poll taken by the Board.

Mr. Deaver was disappointed that after this matter was discussed in the summer that Mr. Bethke did not come back to the Board until after the 180 days had expired. Had he returned in the Fall, they may have been able to come to a reasonable understanding that could have been presented at the Annual Meeting in November. Mr. Deaver pointed out that he has been approached by owners in his area and most of them are opposed to the Yurt.

Mr. Deaver believed it was a creative way of thinking to say that temporary use replaces temporary structure because there are 400 lots that are vacant and slightly more than 300 lots have a temporary use house. However, those structures needed a building permit and they had to come before the Board. Mr. Bethke should have followed the same procedure but he did not do it.

Mr. Deaver asked Mr. Bethke what he would suggest as a short-term solution, knowing that the Board could not change the Guidelines now for something that was done more than a year ago. Mr. Deaver was not opposed to putting the issue up for a vote at the Annual Meeting in November, but this particular situation needed to be addressed in the interim.

Mr. Tyler clarified that the Board has the authority to change the Architectural Guidelines; however, based on the straw poll, there was not enough support on the Board to make the change to allow Yurts.

Mr. Bethke reiterated his earlier suggestions for either a personal exception for his Yurt,

or a change in the Architectural Guidelines. He favored Mr. Moshier's suggestion of a regular review and renewal to make sure the Yurts are maintained in good condition. Mr. Tyler stated that another concern is the potential that for \$40,000 a property owner could erect a Yurt on their lot for vacation rental purposes. Mr. Tyler clarified that the Board does not encourage nightly rentals, but they do not have the ability to prohibit nightly rentals because they are not specifically prohibited in the CC&Rs. He was trying to project situations that might impact the Ranch 15 to 20 years in the future. Mr. Tyler remarked that Yurts would only work if there was community support to approve them.

Mr. Bethke stated that Mr. Tyler and Mr. Deaver have heard from people opposed to the Yurt, but he has had as many as 30 people contact him in support of his Yurt.

Mr. Balls stated that he is Mr. Bethke's closest neighbor. He loves the Yurt and believes it adds to the mountain community. Fifteen years from now he would prefer to have 300 Yurts as opposed to 300 mansions on the Ranch. He understood that the Yurt did not meet the current guidelines, but he would support it if it was voted on at the annual meeting.

Mr. Tyler asked if Mr. Bethke would be willing to pay for a mailing to every lot owner within Pine Meadow Ranch with a voting card asking whether or not they wanted to change the Architectural Guidelines to allow Yurts as a permanent structure. If the majority of the returned responses support Yurts full-time, then the Board should consider it. Mr. Heath pointed out that Yurts would still require a building permit per the Rules and Regulations; however, Summit County will not issue building permits for Yurts. Mr. Bethke stated that in his conversations with the Chief Building Officer, he was told that Summit County would work with him to make the Yurt compliant. Mr. Heath remarked that if the community wanted to allow Yurts and the County was willing to issue a building permit, he would support it as a Board member. However, as an individual he would vote against it because it would affect his property value.

Mr. Jespersen liked Mr. Bethke's Yurt and the affordability of Yurts, and he was certain that Mr. Bethke would keep his Yurt maintained. His concern was future Yurts and owners who may not be as diligent as Mr. Bethke in maintaining the quality of the structure. Mr. Jespersen recognized that there are cabins on the Ranch that over time have been neglected, but they do not fall apart like the materials in a Yurt. Mr. Jespersen thought it would be time-consuming and create problems for future Board members if Yurts were allowed on the Ranch full-time.

Mr. Tyler summarized that the Board had sent Mr. Bethke a notice of non-compliance and clarified all the rules that applied to the Yurt. It is past the 180 day time period and the Yurt is currently in violation of the Architectural Guidelines. Mr. Tyler stated that the Board had three options. They could levy fines per the established structure, beginning

at \$50 and increasing in increments. The Board could ignore the non-compliance, which he did not recommend in terms of setting precedent. The third option would be to mail out a voting card to every lot owner for feedback before the Board takes any type of action.

Mr. Hodgson preferred to do a mailing to hear from the Ranch owners. Mr. Bethke expressed a willingness to pay for the mailing. Mr. Deaver supported a mailing as long as the Board designed the postcard and Mr. Bethke paid for the printing and mailing. He suggested that they put a time-frame on when the postcard can be returned. Mr. Tyler thought the postcard could be ready by the end of the week and mailed out the beginning of next week. It would be a simple yes or no answer on whether or not to allow Yurts as permanent structures. It would not include any other details. Ms. Kreis preferred that the postcard note that Yurts are currently not allowed as permanent structures in the Architectural Guidelines. People will not do their own research and that information would be helpful in making their decision.

MOTION: Mr. Tyler made a motion to prepare a postcard to be sent to all lot owners in Pine Meadow Ranch, with a ballot to vote their opinion on whether or not to allow Yurts or Yurt-type structures in the Ranch as a permanent structure. Mr. Bethke would pay the cost of the postcard and the mailing and the Board would design the postcard and send them out. Mark Hodgson seconded the motion.

Ms. Parker asked what Mr. Bethke would do if the majority of returned postcards did not vote in his favor. Mr. Bethke did not believe he would have any choice but to take down the Yurt. Ms. Parker remarked that this was a serious issue and even with the non-compliance the Board has tried to find a solution because Mr. Bethke is a member of the community. She noted that they have repeatedly passed dates of non-compliance and she had concerns if the vote comes back as a no, not to support Yurts. Mr. Bethke replied that once the vote comes in the people would have spoken and he would act accordingly.

Mr. Tyler called for a vote on the motion.

VOTE: The motion passed. Honey Parker abstained from the vote.

Since the Yurt was already in violation of the rules, Mr. Tyler asked if the Board should impose fines or wait until the voting results come back from the homeowners. Mr. Hodgson thought they should wait. Mr. Powell agreed. Mr. Tyler thought the Board should let Mr. Bethke know what the fine would be if the vote is negative for Yurts and Mr. Bethke does not take his down. Mr. Jespersen thought Mr. Bethke should be fined for the current violation of the Architectural Guidelines. Mr. Heath stated that the Board

spent \$70,000 defending the Covenants. Even though they won the case they also learned that they have to abide by the Covenants as well. When the Covenants are not enforced it sets the precedent that they will go away.

Mr. Tyler asked the Board members to raise their hands if they were in favor of fining Mr. Bethke for the current violation of the Architectural Guidelines. Only one person raised their hand. Mr. Tyler clarified that there was not enough support to fine Mr. Bethke at this point.

PI-73 roof color

Mr. Powell reported that the owners had agreed to change the roof color to a dark forest green metal.

MOTION: Tom Deaver moved to APPROVE the dark forest green metal roof proposed for Lot PI-73. Mark Hodgson seconded the motion.

VOTE: The motion passed unanimously.

Mr. Heath stated for the record that the Board was getting too involved in some of the issues. He believed their basic job was to enforce the Covenant, and colors tend to reflect personal taste. He personally did not like the copper color but he had voted in favor because the Board does not have the power to take away the personal choice of the owner. When they review the Architectural Guidelines they should remember that it is not about what they want. Mr. Tyler stated that he and Mr. Powell also voted in favor of the copper color. However, once they revise the Architectural Guidelines, the owner would have the ability to change back to the copper color if the Board chooses to add that as an approved color.

Ranch Manager's Report

Jody had spoken with both companies regarding the tractor and the grader; and both companies intend to have the equipment back on the Ranch by March 1st. Mr. Tyler reported that it was a \$30,000 expense to rebuild the grader transmission; and \$10,500 for the tractor transmission.

Mr. Deaver pointed out that personal equipment and/or labor was donated by various people during a major snow storm. He had heard complaints that a Board Officer improperly authorized funds to pay for equipment usage and rental he wanted it on the record that it was all donated and that no Association money was spent during this period. Mr. Deaver thought the Board should give a heartfelt thank you to the Water

Company, Dan Heath, Tony Tyler, Tom LeCheminant, Sam Scaling, Eric Cylvick and Dwayne. The Board concurred. Mr. Deaver requested that the Board ask Carol to send a thank-you card to each of them.

MOTION: Tom Deaver made a motion to have Carol send a thank-you card to the people mentioned above for helping the community when it was needed. Pat Kreis seconded the motion.

VOTE: The motion passed. Tony Tyler and Dan Heath abstained from the vote.

New Construction/Additions

FM-A-1 additions

Mr. Tyler reported that this item was Dan Heath's project. He asked Mr. Heath to put his plans together and email them to the Board for discussion at the next meeting.

Water Board Update

Mr. Tyler reported that the Water Company was still working on engineering the lower section of the road. They were also negotiating with a property owner in Stagecoach Estates that could potentially provide an emergency access off the Ranch, as well as a potential pipeline easement that would allow them to connect into Mountain Regional if that should ever need to occur.

New Business

Construction Checklist

Mr. Tyler noted that the Board had approved the Construction Checklist June 18, 2013. He noted that Item #8, still reflected the 2013 impact fees and he updated it to the 2014 fees. The Board needed to vote to approve the change.

MOTION: Mr. Tyler moved to APPROVE the amended Construction Checklist that updated the impacts fees on the Construction Checklist to reflect the increase in fees from the 2013 fee schedule to the 2014 fee schedule. The fees increased from \$5,000 to \$6,000 for new construction; from \$2.00 to \$2.40 per gross square foot for existing structures, and from \$1.00 to \$1.20 for outbuilding or accessory structures without utility connections. Alan Powell seconded the motion.

VOTE: The motion passed unanimously.

Lot Improvement Plan and Agreement

Mr. Tyler noted that he had also updated the Lot Improvement Plan and Agreement.

MOTION: Mr. Tyler moved to APPROVE the changes to the Lot Improvement Plan Agreement with the Impact Fees in Item #2 increased to \$6,000 for new construction, \$2.40 per square foot for additions and \$1.20 per square foot for outbuildings. Alan Powell seconded the motion.

VOTE: The motion passed. Dan Heath abstained from the vote.

Snowplowing

Mr. Tyler referred to the list of authorized snowplowers and noted that at least three names of people who personally handed him signed contracts were missing off the list. He understood he was late in sending out the list, but they now have contact information for everyone authorized to plow on the Mountain, which should help them continue the process as they move forward next year. Mr. Tyler stated that he was aware of two individuals who have been plowing but have not signed a contract. One was Mr. Moosman in I-Plat. He had spoken with Nick Boyle who also spoke with Mr. Moosman. They would be sending him a notice of non-compliance warning him that if he continues to plow without signing a contract that he would be fined. The second was Kirby Wilson. Mr. Tyler would try to contact Mr. Wilson.

Mr. Deaver noted that Mike Collins has not signed a contract but he has been plowing the road for people for 38 years at no cost. Mr. Tyler pointed out that the people on the list authorized to plow on Pine Meadow HOA roads. If anyone who plows who is not on the approved list, they need to either sign the contract or quit plowing.

Monthly Budget Review

Ms. Kreis presented the unpaid bills detail that Carol had prepared. She could find nothing out of the ordinary. Mr. Deaver noted that the invoice from KGC Associates was significantly higher than usual. Mr. Tyler replied that the additional amount was for preparing and sending the invoices.

Mr. Tyler asked Jody about the \$1560 on the Capital One bill. Jody replied that approximately \$800 was to pay the service person from AGC. The remaining amount was parts for the sander and the dump trucks. Coalville Auto and Farm were parts and fluids to service the equipment. Geary Construction was sand for the sand shed.

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MOTION: Pat Kreis made a motion to pay all the bills as outlined. Tony Tyler seconded the motion.

VOTE: The motion passed unanimously.

Ms. Kreis referred to page 1 of the profit and loss/budget versus actual and noted that Carol had pointed out the success in collecting the assessments this year. They were already at 44% of collecting the current assessments. Mr. Deaver asked if Carol could provide an overall percentage at each meeting.

The Meeting of the Pine Meadow Owners Association Board adjourned at 8:04 p.m.
