

PINE MEADOW RANCH OWNERS ASSOCIATION  
MONTHLY BOARD MEETING  
RANCH MANAGER'S OFFICE  
PINE MEADOW RANCH WINTER PARKING LOT  
PARK CITY, UTAH  
AUGUST 19, 2014

Board Members: Tony Tyler – President; Dan Heath – Vice-President; Pat Kreis – Treasurer; Honey Parker – Secretary; Matt Brown (Area 1); Jeremy Jespersen (Area 2), 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: Honey Parker

Guests: Marcie Adams, PI-D-14AM

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

### **Approval of Minutes**

Tom Deaver referred to Page 6, fourth paragraph. He noted that the paragraph begins with “Jody stated” and ends with “Jody agreed”. In reading the paragraph it appears that Jody agreed with himself.

MOTION: Alan Powell moved to APPROVE the minutes of July 15, 2014 as corrected. Mark Hodgson seconded the motion.

VOTE: The motion passed. Mike Gonzales, Matt Brown and Tony Tyler abstained.

### **Owner/Visitor Open Forum and Owner Communications**

Alan Powell stated that it was brought to his attention that construction vehicles for the garage at the end of Pine Meadow have been parking on the road. Mr. Tyler noted that Jeremy Jespersen was the Area 2 rep and that the owners had not obtained Board approval for construction. When they started excavating he stopped by and was told that they were only doing some repairs. Mr. Tyler had been gone for two weeks and in that time a structure was erected. The Board discussed whether the owners should be fined for violating the CC&Rs. Mr. Deaver thought they should call Summit County to see if the owner had obtained a building permit. If not, the County would red tag them. Based on the magnitude of construction, Mr. Tyler assumed the owners had a building permit; but HOA approval is not required to obtain a building permit. Jeremy Jespersen was the area rep. Mr. Tyler asked Mr. Jespersen to follow up with the owners and at the very least send them a letter of non-compliance this week.

## **New Construction and Additions**

### Lot F-14

Mr. Tyler stated that Mark Hodgson had sent a copy of the construction plans for a garage on Lot F-14. Mr. Hodgson, Area 5 rep, had provided clarification on the colors, square footage and utility issue. Mr. Hodgson noted that the owner was in Montana and he had not had a chance to talk to him. He was supposed to meet with the owner sometime this week. Based on the information provided in the email, Mr. Tyler did not find anything out of the ordinary. He noted that the owners did not plan to add power or other utilities to the garage. Mr. Tyler thought it was unusual to build a garage with a door without having power to operate a garage door opener. He informed Mr. Hodgson that the impact fees would be different if the owner wanted to add power. Mr. Hodgson stated that he had already explained that to the owner.

MOTION: Tony Tyler moved to APPROVE the plans for Lot F-14, subject to final approval of the Lot Improvement Plan agreement by Mr. Hodgson and receipt of the impact fees. Dan Heath seconded the motion.

Responding to questions about color, Mr. Hodgson stated that the garage would have a green metal roof and wood siding to match the cabin.

VOTE: The motion passed unanimously.

### Lot PI-D-14AM

The Board reviewed the plans submitted by Marcie Adams, Lot PI-D-14. The plans for construction included a barn for goats and chickens, a new driveway, and the main house. They would like to start that construction this year if possible. Future plans would be to add on a small shed, a second garage and storage unit. Further in the future they would like to add a guest house along the back road. They asked whether utilities run along that road. Mr. Tyler answered yes. He was unsure about water lines and suggested that they talk to the Water Company. Mr. Tyler pointed out that the Water Company would only allow one meter on the lot and the guest house would have to feed off that same line.

Mr. Deaver questioned whether the fencing proposed was within the rules and regulations. Mr. Tyler stated that it was open for discussion; however, his interpretation was that they were not enclosing an area, which is prohibited by the CC&Rs. Mr. Tyler noted that the purpose of the architectural review is to discuss these issues. Mr. Adams

clarified that the intent is to have an entrance and controlled access. They have no intention of enclosing anything but they were trying to limit the access for the four-wheelers that run through there. Mr. Tyler noted that the road has been used as a road for more than ten years, and per Summit County, after ten years it becomes a prescriptive easement. He was unsure whether or not the easement would be enforced, but he informed Ms. Adams that it was a County issue and not an issue for the HOA.

Mr. Tyler stated that if an owner proposes several structures on the initial plan and it is approved by the Board, unless the owner actively pursues building the structures on the property, the approval should expire. He wanted the Board to be aware that a set time limit is not specified in the CC&Rs or the Architectural Guidelines. If plans are approved but construction of the secondary buildings is delayed for several years, without an expiration date the owner could move forward on the approved plans even though the construction may not be exactly what was approved with the original construction.

Dan Heath agreed that it was a valid point that should be discussed by the Board in the future. However, there is currently no policy on the matter that would apply to plan approvals. Mr. Tyler noted that the County policy is six months or a year as long as the owner actively moves forward with construction. He did not believe the Board should impose that strict of a time limit because of the short building season; however, he thought it would be reasonable to require an owner to go through the process after a two or three year delay on approved plans. Mr. Gonzales thought the approval should have a condition to require another review if the approved plans are changed in any way.

Mr. Tyler noted that the plans did not include elevation or materials for the guest house, the barn, the work shed and additional garages. If Ms. Adams wanted to include those with the original approval she would have to provide elevations and materials. Mr. Tyler stated that the Lot Improvement Plan agreement needed to be filled out in draft format. Ms. Adams stated that she had attended the Water Company Board meeting at which time she paid fees and signed the documents. She was told that the Water Company documents were separate from the HOA.

Mr. Tyler liked the metal columns and he thought the metal roof was a good design. He also liked the horizontal and cedar siding. He stated that the concrete was an issue because the Guidelines only allow other materials to be up to 10% of the exterior siding. In a future discussion, Mr. Heath would like the Board to consider allowing stained or stamped concrete that looks like stone because it is a fireproof material.

The architect working with Ms. Adams noted that a significant portion of the building

would be hidden because of the stand of trees. He asked if consideration could be given to allow more than 10% of the concrete because it would not be seen. Mr. Tyler stated that he would revisit the design guidelines to see what materials are allowed. It might also require a variance process. He understood the durability aspect of using concrete and many people have used it on the first few feet of their homes for the same reasons. Mr. Tyler thought the rear elevation needed something to break up the long plane of singular material. The architect presented a picture to show the effects that can be done with concrete.

Mr. Tyler stated that once the requested elevations and documents are submitted the Board could vote via email prior to the next meeting. Mr. Tyler also wanted to see the effect of the additional structure and how it would break up the plane of the singular material. He requested to see another picture with a better image of what the proposed stain would look like. Mr. Tyler also wanted to know what percentage of the exterior siding would be concrete, as well as each of the other materials, since it was a departure from the permitted materials.

Mr. Tyler summarized that Ms. Adams and her architect would define the scope of which building would be included in the permit. The required impact fee was \$6,000, which could be paid when Ms. Adams files the final Lot Improvement Plan Agreement signed by Nick Boyle as the Area 7 rep. and the general contractor.

**MOTION:** Mr. Tyler made a motion to address the ongoing submissions for Lot PI-D-14AM by email. Tom Deaver seconded the motion.

**VOTE:** The motion passed unanimously.

Alan Powell reported on an email he received from a neighbor who was building a deck on the side of his house where the roof sheds and the owner wanted to put a roof over the deck. Mr. Powell noted that it was house on Modoc that has the galvanized steel. He asked if the owner should match the steel or whether he needed to use an approved metal that would not match. Mr. Tyler replied that it would depend on the size of the roof. If the roof is larger than 120 square feet it would be considered a structure regardless of the deck underneath. In terms of the material, Mr. Tyler noted that the house is not supposed to have a galvanized metal roof. Mr. Powell clarified that the roof was on the house when the owner purchased it. Mr. Tyler stated that if the owner wanted to match the existing roof he would have to come before the Board.

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

Jody reported that asphalt would be delivered for the lower canyon on Monday. He was working on the road to prepare it for asphalt.

Jody was having problems with the roller and the high drive range. Mr. Tyler recalled that the Water Company had offered to help with the cost of renting equipment if it became necessary. The Board would have to address the roller situation before next summer.

Jody asked how long the Board wanted to keep Cody for the summer. Mr. Deaver asked Jody how long he needed him. Jody replied that he would like to keep Cody on through September. Mr. Tyler looked at the budget and noted that \$16,000 was approved and they had paid Cody \$6,800. There was more than enough in the budget to keep Cody through September. Mr. Tyler noted that part of the \$16,000 was for winter help, but the tractor was down so they were not able to use the extra help. Jody stated that another reason was that he started Cody started three weeks later than usual. Mr. Powell thought Jody could keep Cody working beyond September if he needed the help, as long as there was money in the budget.

Jody asked what the Board wanted to do with the tractor. Mr. Tyler reported that a transmission was found in Canada and it was shipped to the Ranch. However, even though the transmission looked the same it was completely different inside. Mr. Tyler noted that the HOA did not pay for the transmission, but the tractor could not be repaired because parts are no longer available. Mr. Powell asked if the company who had it torn apart would consider keeping it. Mr. Deaver stated that some people buy broken equipment and they should try to find someone who would be willing to give them money for it. He thought the Board needed to replace the tractor.

Mr. Tyler had obtained quotes on two different tractors. Both tractors include a front loader. The 85 horse model was \$53,000. The 99 horse model was \$56,700. Zero percent financing is available for either 48 or 60 months. Mr. Powell thought it was better to use the money in the equipment fund and paying back the HOA versus financing the tractor and making payments to a bank. Mr. Tyler was unsure whether an HOA would be able to finance the tractor. He would check to see if a corporate option was available.

Mr. Tyler requested direction from the Board on how to proceed. If they intend to purchase a new tractor it would have to be ordered. He was not opposed to purchasing a used tractor if they could find a used one. Pat Kreis was more comfortable purchasing a new tractor because of the warranty.

Ms. Kreis noted that there was \$158,000 in the reserve fund. Mr. Deaver asked if the

cost included taxes and delivery. Mr. Tyler believed they would have to pay the taxes. Mr. Tyler recalled that the Board had budgeted \$50,000 for the road repairs at the bottom of the canyon. He stated that the project was at budget because they had to put in the rock wall. Mr. Tyler was still working with Summit County on doing the Forest Meadow Road this year. The County initially indicated that they would contribute up to \$400,000. However, Bob Jasper, the Summit County Manager, has said the actual amount would be closer to \$250,000. Mr. Gonzales asked if they were allowed to use the equipment reserve fund for roads. Mr. Tyler answered yes. He explained that the Board can decide how to fund any type of capital reserve. It is actually a reserve fund for capital repairs and improvement. Mr. Tyler noted that Bob Burdette, the former treasurer, always called it an equipment reserve fund because that was how he intended to use the money.

Mr. Tyler stated that if the Board wanted to purchase a tractor, he would work with Jody to obtain solid bids to move in that direction. Mr. Brown asked if they should approve a budget for purchase and try to find a good used tractor. If they cannot find a used tractor within the next month they could look at purchasing a new tractor. Mr. Tyler was hesitant to do that because it would be him and Jody making the decision. He preferred that the Board give him and Jody time to research costs and used tractors. If they are unsuccessful in finding a used tractor they would come back to the Board with a recommendation for discussion at the next meeting.

Jody stated that the crack sealing was scheduled for September 2<sup>nd</sup> and 3<sup>rd</sup>. The chip sealing would occur on September 15<sup>th</sup> and 16<sup>th</sup>. Mr. Powell would post it on the website and Mr. Tyler would do an email blast. The asphalt would begin on August 25<sup>th</sup> and take approximately two days.

Mr. Tyler noted that there were two barricades at the top and one barricade at the bottom and people were driving around the one barricade. He proposed to purchase another barricade for the bottom to make it more difficult to drive around. Jody stated that he could barricade it with the grader but Mr. Rouse needed to get through. Mr. Tyler suggested that Jody could use the grader as a barricade at the bottom and have Mr. Rouse use the trash road. It was noted that using the grader as a barricade would eliminate the ability to quickly use the road in the event of emergency evacuation. Jody pointed out that he would be the first person notified in an emergency situation. Mr. Powell thought the grader would remind people to use the trash road.

### **PMMWC Report**

Mr. Tyler was out of town and had not attended the Water Board meeting. He would get a report from the Water Company and email it to the Boards members.

## **On-going Business**

### Lot D-8

Mr. Tyler noted that Lot D-8 is owned by the HOA and a person interested in buying the lot had attended the last Board meeting. Per that discussion, Mr. Tyler understood that there were follow-up conversations with Summit County but he was out-of-town and needed to be updated.

Mr. Deaver stated that he walked the site after the last meeting and he would be favorably inclined to sell the lot at the right price. The lot is unbuildable and it would be great to have common open space as the potential buyer had proposed

### Fire Land Lease Agreement

Mr. Tyler stated that he had not spoken with anyone from the Fire District regarding the Fire Land Lease Agreement. They had sent him a copy of the agreement but he was unable to open it. Once he has a copy he would email it to the Board.

### Summer Road Projects

Mr. Tyler reported that Jody has been working on the approved road projects and that he had worked on Pine Meadow. Mr. Deaver asked if Jody would have the time to do Heather Lane at the top. Mr. Tyler stated that Jody still had a number of projects on his list; however, at this point the priority was to complete the pavement work.

### Sledding Hill

Mr. Deaver noted that the minutes from the last meeting indicated that Alan Powell would draft liability language from the Utah Skiers Code and send it to the attorney for review. Mr. Powell stated that he had not yet drafted the language. Mr. Deaver thought the sledding hill was important and they should keep moving forward to have it ready for the winter.

## **New Business**

### Recreational Fire Pits

Mr. Deaver stated that he had raised this issue. He asked if the Board intended to put a temporary moratorium on approving new outside wood burning fire pits since Summit County and some cities were posting "no fire" signs. Mr. Powell noted that currently there is nothing written that prohibits a fire in a fire pit. Mr. Deaver stated that a "no fire" sign was posted at the bottom. Mr. Powell clarified that the language says, "No open fires. A fire must be in a receptacle or structure designed to contain the fire and prevent its spread." Mr. Powell emphasized that fire pits are legal in Summit County. He pointed out that fire pits are legal according to the HOA restrictions because they are considered moderate or low danger. Mr. Deaver thought the Ranch should have to comply when the Fire Marshall puts out an order for no open fires. Mr. Alan clarified that an open fire is an unrestrained fire that is not in a receptacle or fire pit. Jody agreed that open fires were currently allowed in approved pits.

Mr. Tyler noted that the sign at the bottom is maintained by the Ranch, not Summit County, and it is based on Pine Meadow rules. Mr. Deaver stated that an owner in his area wants to put in a fire pit and he was told by Summit County that the clear area around the fire pit must be a 25' radius. The Ranch requirement is 15'. Mr. Deaver recommended that the Ranch adopt the County regulation and require a 25' radius. Mr. Tyler believed that the Ranch regulations were based on the Forest Service. Mr. Powell noted that the 25' radius is for combustible materials such as brush, grasses, landscaping and houses. A 25' diameter concrete pad is not required for a fire pit.

Mr. Tyler nominated Mr. Powell as the HOA fire representative based on his experience and knowledge. Mr. Deaver seconded the nomination. Mr. Tyler stated that all questions regarding fire pits or other fire matters on the Ranch should be directed to Mr. Powell. Mr. Powell stated that fires in fire pits are allowed unless the sign at the bottom says no fires allowed. Otherwise, the sign should say, fires are allowed in approved fire pits. Mr. Tyler stated that if the current fire danger allows fires in fire pits, Jody needed to turn the sign around because it was showing as no fires allowed.

Mr. Powell had received an email from Catarina in Area 2 noting that Lot D-46 supposedly had a fire in the yard. It turned out to be a propane fire which is allowed. Mr. Powell would send Catarina an email. Mr. Heath noted that he had received a phone call from Catarina and he questioned whether they might be talking about two separate fires. The fire he was told about was in a stone fire pit, and the actual fire pit was below a large pine.

A Board member reported that he had come across an illegal fire the day before deep in the woods on D-146-AM on Arapahoe North. Mr. Heath thought Catarina may have had the wrong lot number when she said Lot D-46.

Mike Gonzales reported on a complaint from someone on Windy Ridge regarding a trailer. He could not see the trailer from the road and was unsure of the correct procedure to avoid trespassing. The person who contacted him had pictures of an old trailer with broken windows. Mr. Tyler stated that regardless of whether or not the trailer could be seen from the road did not change the fact that trailers are only allowed for six months out of the year. If the property owner would send Mr. Gonzales the pictures they have of the trailer, he could send the owner of the trailer a letter of non-compliance requesting that the trailer be removed.

### **Monthly Budget Review.**

Ms. Kreis reviewed the unpaid bills detail. She noted that they were at 95.7% of budget vs. revenue. She complimented Carol and Revenue Recovery Services for doing a great job collecting the assessments and past due balances. Ms. Kreis stated that most of the bills were regarding Ranch management.

Mr. Tyler stated that the bill in the amount of \$10,062.90 was for transportation and the material for the rock. It did not include labor. They started with seven truckloads of rock and had to order four more loads. Mr. Deaver asked about the Capital One bill. Jody replied that the majority of the charges were for asphalt patches. Mr. Tyler noted that the \$23,000 charges for aggregates and road repair included truck time and other things for the project at the bottom in addition to the other road projects Jody was working on.

Mr. Deaver asked if the bill from JE Excavation for labor on the rock wall. Mr. Tyler replied that it was part of the labor. It was split out as being the rock wall because it was the first invoice. The \$6,692.50 was the labor for only the rock wall. The labor charges included the excavation and the pull back of the road. Mr. Deaver asked how close they were to being on budget for the project. Mr. Tyler stated that approximately \$12,000 was spent on materials and hauling. Another \$7,000 went to Jed for the rock wall. He anticipated another invoice from Jed for \$9,200. Mr. Tyler had spoken with Jed and his work was completed. Jed would come in approximately \$4,000 under the \$20,000 budgeted for his part. The rock wall was higher than budget but less money was spent on other materials. Mr. Tyler believed they had stayed close to budget for the project.

Mr. Tyler stated that prior to his leaving, Mr. Burdette was going to talk to the Church camps about increasing their road contribution to match the increased assessment. Mr. Powell understood that the Church was willing to contribute more but they had already figured out their budget for this year and they would start it next year. Ms. Kreis offered

Pine Meadow Ranch Owners Association  
Monthly Board Meeting  
August 19, 2014  
Page 10

to follow up with the Church camp.

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

VOTE: The motion passed unanimously.

Mr. Tyler presented an invoice that was sent to his home address. Jody noted that it was an invoice for the steel plates. Mr. Tyler had just received the invoice that day and passed it on to Ms. Kreis to give to Carol.

The Meeting of the Pine Meadow Owners Association Board adjourned at 8:08 p.m.

---