

PINE MEADOW RANCH OWNERS ASSOCIATION  
MONTHLY BOARD MEETING  
2266 EAST EVERGREEN AVENUE  
SALT LAKE CITY, UTAH 84109  
JANUARY 15, 2013

In Attendance: Tony Tyler, President; Dan Heath, Vice-President; Bob Burdette, Treasurer; Honey Parker, Secretary; Jeff Hubbard (Area 2), Alan Powell (Area 3), Tom Deaver (Area 4); Mark Hodgson, (Area 5); Nick Boyle (Area 7)

Excused: Matt Brown (Area 1) and Mike Gonzales (Area 6) were excused.

Ex Officio: Jody Robinson – Ranch Manager.

Guests: Cheryl Groot, Lot E-90

Tony Tyler called the meeting to order at 6:42 p.m.

### **Approval of Minutes**

Nick Boyle referred to page 2, paragraph 2 and the discussion regarding the Yurt. He noted that the minutes reflected that he was the one who had spoken with the County, when in fact, Tony Tyler was the one who spoke with the County. He corrected the minutes to replace Nick Boyle with **Tony Tyler** in all places in the first paragraph.

Mr. Tyler made the following minor corrections to the minutes:

- Page 1, last paragraph, and corrected Mr. Hutch to read, **Mr. Foster**.
- Page 2, second paragraph, fourth sentence, and changed “under which is does comply” to correctly read, “under which is does **not** comply”.
- Page 3, next to the last sentence and changed “could not pressured” to read, “could not be **required**.” because people can be pressured but they cannot be required.
- Page 6, last paragraph, last line, and changed “...open space one the building...” to correctly read, “...**once** the building...”
- Page 8, last paragraph, second sentence, and changed, “He understood that the winter access plowing had between explained” to correctly read, “He understood that the winter access plowing had **been** explained.”

MOTION: Nick Boyle moved to APPROVE the minutes of December 18, 2012. Mark Hodgson seconded the motion.

VOTE: The motion passed. Tom Deaver abstained because he had not read the

minutes.

### **Owner/Visitor Open Forum**

Mr. Tyler called for comments on issues that were not scheduled on the agenda this evening.

Mr. Tyler had received several emails from one of the gentlemen whose vehicle window was shot out at the winter parking lot. The item was scheduled on the agenda and it would be discussed at that time.

### **ECC Plan Review**

There were no comments or plans presented.

### **Ranch Manager Report**

#### Equipment Status

The grader only has 30% on the cutting edge. The dump truck was running well but he would need a cutting edge for the plow fairly soon. The cost would be \$200. Mr. Burdette told Jody to purchase the cutting edge as soon as he needed it.

Jody had purchased the road base to refill the sand shed. He still had two or three loads in the lower parking lot that still needed to be hauled up to the sand shed.

Jody stated that the grader and the dump truck were due for an oil change. The Board should expect a sizeable bill from NAPA for oil and filters.

#### Projects in progress

Jody reported that he was primarily plowing snow.

Mr. Deaver liked the new rock Jody was using for road base. Jody noted that it was supposed to be 1 minus, but it was actually a 1-1/2 minus. The rock sinks into the snow but it still provides traction.

### **Water Company Report.**

Mr. Tyler noted that the Water Company canceled their meeting last week due to the storm and rescheduled for Thursday, January 17<sup>th</sup>. Mr. Tyler planned on attending the Water Board meetings.

If another Board member wants to attend on behalf of the Owners Association, they should contact Mr. Tyler. The meetings are held at the Water Company shop. Dan Heath offered to be a backup for Mr. Tyler when he could not attend.

## **Old Business**

### Deer Meadows Proposal

Mr. Tyler spoke with Mr. McAllister after he sent the proposal that was emailed to the Board members. Mr. McAllister requested that the Board post his proposal on the website and allow him to send a hard copy to all the members of the Owners Association for comment. Prior to posting it on the website, Mr. Tyler wanted feedback from the Board on the proposal itself and any potential changes.

Mr. Tyler stated that the Board also needed to determine which of the documents should be drafted by Ted Barnes, the attorney representing the Ranch, rather than Mr. McAllister's attorney. Mr. Tyler recommended that Mr. Barnes draft the addendum to the 2007 agreement, the deed restriction for the sending lots, and the deed restriction for the 1% transfer fee. Those three documents directly affect the HOA and he believed they should be drafted by the attorney representing the Ranch. The Board concurred. Mr. Tyler stated that he would contact Mr. Barnes to begin drafting the documents.

### Deed Restricted Lots

Mr. Tyler remarked that in addition to the items discussed at the last meeting, he wanted to discuss the deed restrictions for the sending lots to see if there were any specific allowed uses for a lot without any building rights. Mr. Deaver thought that it would be influenced by whether it was a standalone piece of land or whether it would be replatted and attached to existing property owned. Mr. Tyler replied that if a deed restriction is filed on an independent lot of record, that particular lot retains that deed restriction. If it is later platted into another lot, the County has to determine where that deed restriction actually sits. He assumed they would probably end up defining the area of the original lot as maintaining those deed restrictions. Mr. Deaver stated that if an owner with three adjacent pieces of land sells their building rights on one piece, he would be uncomfortable if in the future the owner could not add a garage to their house on that restricted piece of land.

Mr. Tyler noted that that the Pine Meadow Ranch guidelines allow a guest house. He was trying to avoid the situation where someone purchases two adjacent lots, puts a house on one lot, sells their density right, and then builds another house. Mr. Deaver

asked if he was talking about another house or a guest house. Mr. Tyler replied that either one would be considered two houses. Mr. Deaver clarified that the County specifies the difference between a house and a guest house. Mr. Tyler understood, but his point was that the density would not be decreased. It would technically be one legal lot of record, but there would still be two houses.

The question was asked as to whether a deed restricted lot could be combined with another lot. Mr. Burdette understood that the deed restriction stays with the piece of land that it was originally placed on. He noted that the question being argued was whether or not deed restricted land could be built upon, and the Board should continue that argument. Mr. Burdette stated that even though the guidelines allow a home and a guest home on the existing lot, and the owner purchases the adjacent lot sells off the building right, the preference would be to restrict the guest home to the original lot and that nothing could be built on the deed restricted lot.

Mr. Tyler offered different scenarios to show the pros and cons to both building or not building on a deed restricted lot. If someone purchases two lots, one buildable and one deed restricted, and he combines the two lots, he would have to build his home on the buildable lot. However, it might be more prudent to place the home on the deed restricted lot for a variety of issues.

Cheryl Groot, *Lot E-70*, asked if combining the lots would change the deed restriction. Mr. Heath answered no, because the deed restriction runs with the land. The property would be surveyed to determine the deed restricted portion.

Mr. Tyler thought the issue was very specific and it was important to have the conversation regarding what the lot could be used for, if anything. The suggestion was made to restrict it to undevelopable open space. The lot would have to be cleared from brush for fire prevention, but it could not be landscaped. Mr. Heath stated that if the issue is reducing density and road impacts, whether or not the property is landscaped should not be an issue.

Honey Parker asked about trails on a larger piece of property. Mr. Powell noted that the County has different levels of open space. He assumed deed restricted land would be conservation open space, which is basically pristine.

Using the Yurt as an example, Mr. Deaver believed any use was subject to interpretation. Mr. Heath recommended language stating that the Board would approve whatever lot comes up for transfer and the Association has the right to place deed restrictions on it. That would allow the Board to review each lot on a case by case basis. He clarified that the Board was concerned about density and they were not trying to micro-manage big lots. If someone wanted to put a driveway to their home on

the adjacent deed restricted lot, it would not create a density or traffic impact. Mr. Burdette could foresee problems if the Board reviewed each lot separately and ruled in favor of one lot owner but against another who made the same request.

Mr. Tyler stated that part of the agreement Mr. McAllister had sent him based on the 2007 contract he had with individual lot owners reads, "The owners agree that this agreement may be filed with the Summit County recorder as notice confirming as a matter of record that the right to develop the sending lots, including but not limited to, right to construct any structure, pad, deck, or improvement of any nature thereon, has been irrevocably surrendered and relinquished". Mr. Tyler clarified that he was trying to put that language into more specific uses. He noted that the language as written does not prohibit tents or temporary structures.

Honey Parker pointed out that walking across the land or sitting in a chair was not improving the land. Ms. Groot agreed that if density was the issue, not all uses would increase the density. Mr. Burdette asked if an owner should be allowed to invite the boy scouts to camp for a weekend on the lot that has surrendered the building rights. Mr. Hodgson felt the key word was building rights. Putting up a tent was not the same as a building and it is removed after a few days.

Mr. Tyler stated that another issue for discussion was whether the owner of the sending lot would still pay HOA dues if the density has been transferred to Deer Meadows. Mr. Deaver replied that it would depend on whether or not the property was replatted. Mr. Tyler assumed that they would not pay HOA dues if the lot was replatted. However, if it is not replatted and it remains an independent lot that is not developed, the owner would still be responsible for the land only dues. Mr. Deaver believed the owner would argue that he should not pay road fees for property he cannot access. He thought this would encourage people to purchase two lots and send the rights from land that is adjacent to their existing building piece, rather than non-contiguous single lots that could not be replatted.

Mr. Tyler clarified that he was trying to avoid the scenario of a single lot owner who sold their building right, but use the property to tent camp on the weekends. In his opinion, transferring that building right did not reduce the density on the mountain because the owner was still using their lot.

Mr. Deaver asked if they should add language to the proposal stating that "eliminated lots will not be used to park vehicles or trailers". He noted that an owner could park a 30' fifth-wheel and live on the property without building or improving the property.

Mr. Tyler believed they were dealing with two issues. One is that density is not just a physical structure; and secondly that some things can be considered a use if it is not

adjacent to another structure or independent from another structure. Mr. Powell thought a tent could be considered developing the land because the ground needs to be cleared to accommodate the tent.

After further discussion, Mr. Tyler thought the Board could define the use by drafting language stating that habitual overnight use on the lot would be restricted. Mr. Tyler would ask Ted Barnes to draft language to address their concerns and bring it back to the Board for review.

#### Unrelated issues regarding the Agreement

Mr. Tyler stated that he had not addressed items in the agreement that did not pertain to the HOA and were not under the purview of the Board; which was the water share agreement between Mr. McAllister and the Water Board, and the additional deed restriction or HOA Covenant for snow plowing. Mr. Deaver asked if Pine Meadow should remove the reference to wet water in the proposal. Mr. Tyler was comfortable leaving it in because it was only a question. It was only clarifying that Deer Meadows has to have wet water per Summit County.

Mr. Tyler wanted input from the Board on how the HOA assessment should be handled once the Deer Meadows lots join the Association. In addition to the Pine Meadow Owners Association, Deer Meadows would have its own HOA with more restrictive covenants for those eight lots. Mr. Tyler believed that Pine Meadow has the option to bill the Deer Meadows HOA for annual dues as opposed to billing the individual lot owners.

Mr. Burdette stated that he had contacted Carol and she has invoiced assessments to Doug McAllister for six lots in Deer Meadows because Summit County shows those as individual lots. He noted that Pine Meadow Ranch invoices based upon County records. Mr. Burdette stated that billing the Deer Meadows HOA rather than individual owners would be a change in their accounting policy. Mr. Burdette recommended that they remain consistent with their invoicing policy. Mr. Tyler was comfortable with the current policy. He only raised the question because if the Deer Meadows HOA defaults on payment, Pine Meadow could lien eight lots instead of one. Mr. Heath commented on the importance of having the ability to lien individual lots.

Cheryl Groot asked if Mr. Tyler knew what month the Board would vote on the Deer Meadows proposal. Mr. Tyler stated that the Board needed to see the Development Improvement Agreement that Mr. McAllister would be submitting to Summit County, as well as the deed restriction for the sending lots, the deed restriction for the 1% transfer fee, and the addendum to the original 2007 agreement. If Mr. McAllister provides those documents in a timely manner that allows the Board members time to review them, it

would be put on the agenda for a vote. Ms. Groot requested that Mr. Tyler indicate on the agenda that it would be up for a Board vote.

Mr. Tyler recalled discussion at the last meeting on whether or not the Board should remain neutral and neither oppose nor support, versus actually voting to support the development. He personally felt that the Board had a stronger case for precedent by supporting the proposal if they agree with the terms and the way it was moving forward.

Mr. Tyler stated that his personal recommendation would be to vote to support it. Mr. Deaver clarified that if Mr. McAllister did not present what the Board wanted, they could also vote to oppose the proposal. Mr. Tyler noted that the Board would not vote until after the proposal was posted on the website and sent to all the members.

Mr. Tyler stated that Bob Burdette had sent him an email suggesting that the Board insist that the first sending lot should be applied to Uncle Tom's as the first receiving lot. He agreed with Mr. Burdette and thought it was a good idea. Mr. Burdette explained that Uncle Tom's is a non-conforming property and the first sending lot would bring Uncle Tom's into conformity before moving ahead with anything else. Mr. Tyler stated that he would address that issue directly with Ted Barnes. Mr. McAllister needs to provide the Development Agreement with Summit County for the Board to review.

Mr. Deaver asked if he was allowed to send the outline from Mr. McAllister to the owners in his area. Mr. Tyler was comfortable with Board members circulating the outline to the owners in their areas since the Board had the opportunity to review it this evening. He could find nothing in the proposal that needed to be changed. The Board concurred.

Ms. Groot noted that when people receive too much information they stop reading. She preferred that Mr. Tyler wait until the actual proposal was provided to the owners. Mr. Tyler offered to post the outline on the website to make it available to anyone who was interested. It was clarified that each owner would not receive a copy of the proposal. It would be posted on the website and Mr. McAllister would send a postcard to every owner directing them to the website.

Mr. Tyler preferred not to give the Pine Meadow Ranch mailing list to Mr. McAllister. He asked Carol to invoice Mr. McAllister so the mailing would come from the HOA and have Mr. McAllister reimburse the cost.

#### Yurt – D-69

Mr. Tyler reported that Mr. Boyle had *drafted* a non-compliance letter for his review and Mr. Tyler added the following language, "The areas of non-compliance are as follows: Unauthorized construction of a year-round permanent structure (Yurt) including

associated site improvements. PMROA defines temporary use as a structure RV, tent, cabana, yurt, etc. that is only on site for use on a temporary basis; for example, the summer season, and then removed. Recommended action, please contact your area rep, Nick Boyle for instructions. All construction requires prior approval by the PMROA. See the attached plan review and agreement and the Architectural Guidelines. At this point we are not assessing a fine. This is simply a certified warning letter that you need to talk to us.” Mr. Tyler stated that he would also attach the construction agreement in addition to the Architectural Guidelines, which do not allow for a yurt.

Mr. Deaver asked if yurts were specifically eliminated. Mr. Tyler replied that Yurts are eliminated based on the exterior finish. The guidelines state that vinyl or other synthetic sidings are not acceptable as primary siding materials. Being a canvas sided structure, yurts would not comply with the Architectural Guidelines. Mr. Deaver noted that someone could argue that cotton canvas would be a natural material. Mr. Tyler remarked that the Board would have the purview to make the interpretation in that circumstance.

Mr. Tyler directed Mr. Boyle to send the letter and documents to the owner. He assumed the owner would contact Mr. Boyle and at that point he could either plead his case to the Board or go through the proper channels for approval. Since the Yurt currently violates Summit County’s definition of a temporary structure, Mr. Deaver asked if the County could be engaged if necessary to force its removal as a non-compliance structure. Mr. Tyler answered yes.

Mr. Boyle supported the letter and he believed he would expect to receive a phone call rather quickly. If he does not hear from the owner, the Board could discuss further action at the next meeting. Mr. Tyler stated that he wanted to curb unusual activity that occurs on the Ranch without Board knowledge, and the Yurt was one of those situations. Mr. Tyler signed the letter and he would send it to Carol to be sent by certified mail.

Mr. Boyle clarified that he should encourage the owner to attend the next Board meeting to answer questions and discuss the situation. He wanted to know the next course of action if the owner is unable to attend the next meeting. Mr. Tyler stated that the owner should at least send Mr. Boyle an email explaining his understanding and what he plans to do so the Board would have a paper trail. Mr. Boyle could bring the written correspondence to the Board for discussion. Mr. Tyler remarked that the best case scenario would be for the owner to sign the construction agreement and pay the impact fee so the Board could consider it as an actual structure. Mr. Boyle pointed out that the exterior siding would still be an issue. Mr. Tyler replied that the Board would have that discussion at the appropriate time if the owner cooperates. He noted that it was possible to replace canvas siding with wood siding. The Board still needed to

discuss whether or not to allow yurts on the Ranch on a permanent basis.

Mr. Deaver asked if someone wanted to erect a teepee on their property during the summer months only, whether that would have to come before the Board. Mr. Tyler stated that if it was only for the summer it would be considered a temporary structure and would not need Board approval. However, it must be removed per the regulations of a temporary structure.

## **New Business**

### Elections

Mr. Tyler welcomed both new and returning members. He thanked the Board for accepting him as the President. Mr. Tyler appreciated the opportunity and he looked forward to working with everyone.

### Security Cameras at Winter Parking

Mr. Tyler reported on the two gentlemen who had their windows shot out at winter parking and noted that both came from similar locations and it was a pellet gun. It was clearly someone taking shots at the vehicles because the vehicles were dented all the way down the doors.

Jody stated that someone told him that it was caused by a *side-by-side* ATV with tracks spinning around in the parking lot and throwing rocks. However, Jody did not think that it was a valid explanation because the parking lot was iced over all through December.

Mr. Tyler recommended that they install security cameras at the winter parking. He noted that the Water Company already has a system installed with a DVR that records all activity for two cameras for their use. The Water Company has agreed to allow the Owners Association to use the other two ports for two security cameras and piggy-back onto their system for the cost of the cameras. Jody did some research and found two different types of cameras. One has 360 degree view that is controlled with a phone app. Mr. Tyler suggested that camera for at least one of the ports because it can be trained on a certain location as needed. The cameras would be hard wired. The 360 degree view camera is approximately \$500. A second option is a fixed view camera. The resolution is not as high and the camera is fixed to one location. The cost for that camera was approximately \$150 and they would need multiple cameras.

Mr. Burdette assumed the camera would be installed near the winter parking lot and pointed in that direction. He asked if that would have recorded the activity of someone shooting out the windows. Mr. Tyler stated that it may not have recorded exactly where

and when the windows were shot, but it would have recorded traffic around the same time period. Mr. Burdette clarified that if someone shoots from across the valley, the cameras would show windows being broken but they would have no way of identifying the vandals.

Mr. Tyler pointed out that this was not an isolated incident. It has occurred on three separate occasions; twice to one individual and once to another individual. Mr. Heath commented on problems over the years with theft in the parking lot. He believed it was only a matter of time before one of the Ranch machines is vandalized.

The Board discussed the cameras and specific features. Mr. Tyler felt that a \$500 preventative cost and the fact that the same thing has occurred three times was enough reason to justify the cameras. Ms. Groot thought it would show the Association members that the Board recognized that this was a problem and they were willing to do something about it.

Mr. Burdette asked if they should have one camera or two. Mr. Tyler thought they should purchase one camera to see how it works. They could always add another camera if necessary. Mr. Deaver suggested that if they install the camera and it works reasonably well for its range, they could put a second camera on the other end of the parking lot pointing towards the first camera. Jody explained why that was not the best idea and it would be easy to shoot out both cameras.

MOTION: Tony Tyler made a motion to budget \$500 plus tax and shipping costs for Jody to order one camera. Tom Deaver seconded the motion.

Mr. Burdette pointed out that the Board had not budgeted for a camera and the Board needed to consider that it was \$500 that would not be spent on roads. Jody remarked that the cameras would be security to protect the road equipment. He understood that he was not an owner on the Ranch, and he was only suggesting what he could do to help secure the Ranch. Mr. Heath thought cameras were a good idea because the issues go beyond shooting out windows. He asked if Jody had done enough research to make sure the camera proposed had a high enough resolution, or whether further research would be beneficial. Jody believed the camera had very good resolution and it has a video with it. It was a much better camera than the Water Company cameras. Mr. Heath asked if it was possible to get other cameras to place in other areas to deter vandals. Ms. Parker favored that idea and thought others cameras would be good at the dumpsters and half way up Tollgate.

Mr. Tyler agreed that the Board had not budgeted for a camera and it would be \$500 less roadwork this summer. Mr. Burdette had made a good point and he wanted everyone to understand the ramification on the road budget. Ms. Parker wanted to

know what \$500 out of the road budget actually means in terms of roadwork. She was told that it would be a couple loads of road base. Mr. Burdette pointed out that last year they started talked about an asphalt project at the cost of \$160,000. That was more than double what they have ever spent on asphalt in any one year. They backed away from that amount and ended up doing approximately \$19,000 in asphalt work last year. The question is whether it would have made much difference if they had only done \$18,500 in asphalt instead of \$19,000.

Mr. Tyler stated that in terms of linear feet of coverage, \$500 makes an impact. However, in the grand scheme, he believed security was a priority to protect what they have. It was pointed out that Ms. Groot had made a good point that cameras would show that the Board was addressing the problem. In addition to the \$500 camera, the suggestion was made to add another \$100 for two signs at the entry posting 24 hour video surveillance on the premises.

Mr. Tyler repeated his motion to budget \$500 plus tax and shipping costs for Jody to order a security camera. Mr. Deaver had seconded the motion.

VOTE: The motion passed unanimously.

Mr. Heath asked for the Board's opinion on purchasing two more cameras if the price was reasonable to put in various places. Mr. Tyler stated that it would depend on the price. Mr. Heath asked Jody to research the price of additional cameras for discussion at the next meeting. Mr. Tyler clarified that he did not want cameras installed all over the Ranch. They should not be doing that and it was not in their best interest. He noted that sometimes cameras invite people to steal and vandalize because it implies you have something to protect. Mr. Deaver stated that cameras also challenge people to see if they can get away with something.

#### Recycle and Trash Bins

Mr. Tyler reported that the day after Christmas there was a trash explosion at the lower parking lot. Allied had not picked up the trash and it was a complete mess. He noted that when Allied finally came, they emptied the bin and cleaned up all the trash in the parking lot. Allied also moved the cans to the County lot. Mr. Heath stated that in the past the County told Allied that they did not want the Ranch cans on that lot. Mr. Tyler thought the Board should find an alternative for trash trucks getting in and out if Summit County makes them move the cans.

Mr. Tyler has had several requests for an additional recycle bin because the existing bin is consistently full. Mr. Tyler would contact Summit County to see if it was possible to have another recycle bin. It was noted that the recycle bin is only emptied on request.

Mr. Tyler would ask Summit County if the Ranch could establish a weekly pickup. If a regular pickup cannot be scheduled, he would take it upon himself to call Allied every Monday for pickup. He preferred not to do that if possible

### **Monthly Budget Report**

Mr. Burdette reviewed the unpaid bills detail report totaling \$10,585.80.

MOTION: Bob Burdette made a motion to pay the Unpaid Bills as presented in the amount of \$10,585.80. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

### **Assignments Review**

Mr. Tyler would work with Mr. Barnes on the Deer Meadows items. He would also contact Summit County regarding recycle and trash bins.

*Mr. Tyler* would send the letter to the owner of the Yurt, Lot D-69.

Mr. Tyler and Jody would order the security camera.

The Board adjourned the regular meeting and moved into Closed Session to discuss internal policy changes

The meeting of the Pine Meadow Owners Association Board adjourned at 7:55 p.m.

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