

PINE MEADOW RANCH OWNERS ASSOCIATION  
MONTHLY BOARD MEETING  
RANCH MANAGER'S OFFICE  
PMROA WINTER PARKING LOT  
ARAPAHO DRIVE  
JUNE 18, 2013

In Attendance: Tony Tyler, President; Dan Heath, Vice-President; Bob Burdette, Treasurer; Honey Parker, Secretary; Matt Brown ( Area 1); Jeff Hubbard (Area 2); Mike Gonzales (Area 6), Alan Powell (Area 3); Mark Hodgson, (Area 5); Nick Boyle (Area 7); Tom Deaver (Area 4).

Ex-Officio – Hutch Foster

Excused: Jody Robinson

Guests: Craig Gilliam, PI-D-41; Max Schiller, Lot PI-C-42; Dick Thompson, Lot PI-17; Don Boyce, Lot PI-68 & 69; Ted and Heidi Bonnitt, PI-E-55-56

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

### **Approval of Minutes**

May 21, 2013

MOTION: Bob Burdette moved to APPROVE the minutes of May 21, 2013 as written. Alan Powell seconded the motion.

VOTE: The motion passed unanimously.

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

Mr. Powell reported on a lot issue. His neighbor told him that the original lot was given to him over a handshake and everything was done when he built his home in 1976. At that time he was told that he could build on it even though it was a landlocked lot. Based on that information he built his house. Mr. Powell stated that as he looked into it further he found records from Morgan County indicating that a small portion was owned by the Ranch. Alan explained that the son technically owns the property but the father still has control and they would like to remedy the situation.

Alan Powell is the Area 3 rep and he and Mr. Tyler would research the matter. Mr. Powell clarified that the issue came to light when Dick Thompson, Lot PI-17 started to survey his lot. Mr. Tyler asked Mr. Thompson to contact Mr. Powell when he receives the survey results and the markers are in place.

Max Schiller, Lot PI-C-42, requested to move his driveway up the hill and around to

reduce the steepness. It would still be on his land. He presented a drawing and indicated the location of the power meter. He would like it to be at least ten feet from the power meter so the driveway would be 20 feet into his property. He still needed to contact Blue Stakes. His intent this evening was to inform the Board of his plan. Mr. Schiller stated that he plans to put a 36" concrete culvert across the drainage.

The Board did not have any issues with the driveway plan as shown. Mr. Tyler asked Mr. Schiller to let him know before he begins the work. Mr. Tyler would also inform Jody that he would be grading a new driveway.

Mr. Burdette asked if a grading permit was required. Mr. Tyler replied that a permit is required if the grading exceeds a certain amount of square footage area of the lot. He recommended that Mr. Schiller contact Summit County to see if a grading permit is required for this project.

### **Ranch Manager Report**

Jody Robinson was on vacation. Hutch Foster, the seasonal employee, gave the Ranch Managers Report.

#### Summer Projects

Mr. Foster reported that in the last month he and Jody started work on Pine Meadow Drive. They put down several loads of 3" minus on the section that was wet and rutted. The water line immediately broke in two different places and they had to dig through the road base.

Mr. Foster stated that further down the road they had planned to put down road base from Larry's house down to the high spot by Elk Road. They were three-quarters complete when there were truck problems. The project was stalled and he hoped they would be ready to haul when Jody returns. Mr. Foster stated that the next project would be to move over towards the Forest Meadow side and start the Bull Moose project. He anticipated starting that work for a few more weeks.

Mr. Foster reported that the fuel tank was picked up and set up, except for some type of spill containing. He and Jody were still deciding which type to use. Once the spill containment is in place, they would have a load of diesel delivered. During the summer they purchase off-road fuel for on-Ranch equipment.

Mr. Foster noted that weed management was an ongoing project.

The cutting edge was changed on the grader. Jody anticipates needing another cutting edge this summer. Mr. Foster commented on how fast it wears off on hard packed cobble roads.

Mr. Gonzales asked if they were running the grader more this summer because the Board decided not to mag water. Mr. Foster noted that Tollgate Canyon had been graded four times already. The traffic was starting to reach summer levels and Jody believes they would need to completely re-do that stretch of road once a week with the grader, roller, and water truck. Jody anticipates that every second or third time they would need to haul in additional material because as it gets washboarded out it becomes pulverized and blows away.

Mr. Tyler thought the experiment has gone well with the mag water, with the exception of Tollgate Canyon Road. He had spoken with Jody about a small section on Forest Meadow Road on the steep hillside because that area was also getting bad. Weather could play a role but he believed traffic was the biggest factor. Mr. Tyler stated that dust was obviously an issue every section that was not mag watered. He did not think it was a big issue on Pine Meadow Drive.

Mr. Tyler stated that after talking with Jody and Hutch, a few different factors were in play. The first was that Jody and Hutch were spending a full day every week with all the equipment on Tollgate Canyon Road. The second is that probably four or five times this summer they would have to haul in more road base for that small section of road. Lastly, they were dealing with dust issues. The cost of a single load of mag water was approximately \$2500. They believe they could do the lower section of Tollgate up to Bobcat Springs and the steep section of Forest Meadow with a single load.

Mr. Tyler recommended that they authorize a one-time mag water on that section and be done with it for the rest of the summer. Mr. Gonzales thought it was a good plan and he was glad they had reserved money in the budget for that purpose. However, this time of year he was unsure if they would be able to only mag water it one time because of the traffic. Mr. Tyler stated that typically they close the road to mag water. He assumed they would do the same for this section and detour the traffic around until it soaks in.

**MOTION:** Tony Tyler made a motion to authorize a \$2500 budget to mag water the lower section of Tollgate and the steep section of Forest Meadows. Tom Deaver seconded the motion.

**VOTE:** The motion passed 10-1. Bob Burdette was opposed.

Mr. Foster reported that the dump truck had new front tires, and it was inspected and licensed for a year.

Mr. Foster noted that they had started to paint the sand shed. Dan Heath had a sprayer they could use.

Mr. Foster reported that upcoming projects included cleaning the culverts. He noted that the Water Company would be replacing the water line from the switchback down to Larry's driveway. At some point that project would be bid out and done by a subcontractor. When that work is completed the road will have to be patched.

Don Boyce, Lot 68 & 69, commented on the asphalt road coming up. Since they spent so much money to build the road, he thought they should maintain it better by filling in the cracks and fixing the sides.

Mr. Tyler noted that Jody had obtained a quote to re-chip seal and a quote to crack seal. At the last meeting the Board decided to hold off on the chip seal because it was expensive. However, the Board approved the crack sealing, and that work should be done within the next few weeks. To address Mr. Boyce's concern, Mr. Tyler would talk to Jody about bringing in some road base to repair the areas where there is fall off from the bar ditch. Mr. Boyce was concerned about liability to the Ranch.

Mr. Burdette noted that the Ranch does not own the road or the asphalt on the road. If someone gets hurt, the Ranch would not be liable. Mr. Burdette acknowledged that the Board wants to avoid the hazard of someone getting injured, but that is a moral issue and not one of ownership and liability. Mr. Tyler believed it was a gray area. There is a public easement for access across the road, but there is nothing in writing to indicate who is responsible to maintain it. Therefore, because the Ranch is the primary beneficiary of the road, they have taken on the responsibility to maintain it. He agreed with Mr. Burdette that the Board does not own the asphalt and it is not their liability if someone gets injured on that section of the road outside of the Ranch boundaries; however, they do feel morally and practically obligated to maintain it.

Mr. Boyce stated that in his opinion it was a Ranch Road and it should be maintained and repaired. Mr. Burdette and Mr. Tyler reiterated that technically it was not a Ranch road. Mr. Hubbard stated that ownership aside, he thought Mr. Boyce had a good point and it would be nice to have a safer road.

Mr. Tyler suggested that Jody or Hutch estimate how much hot patch is needed to fix the sections of the road that are falling off in the areas where Mr. Boyce had indicated. Hutch clarified that they were talking about patching where the asphalt is still intact.

Mr. Tyler thought they should also consider the lower section of Tollgate where there used to be asphalt and how that could be repaired in the interim. Mr. Foster stated that Jody had estimated approximately \$2,500 to get enough Rotomill from the Geary pit to put in with a grader and to roll it in starting from Rick Rouse's driveway up to where the good asphalt begins. Jody estimated that the cost would be approximately \$10,000 to do it with real hot mix like they did a few years ago on Forest Meadow. Mr. Deaver asked how the hot mix has held up. Mr. Foster stated that he drives the road nearly every day and it is amazing. Mr. Burdette agreed. It was laid well and graded and compacted in place while it was hot and it seems to be holding well.

Mr. Tyler pointed out that Forest Meadow has much less traffic than Tollgate, and he questioned whether it would hold up as well on Tollgate Canyon Road. Mr. Burdette noted that they laid what was considered good asphalt at the bottom of Tollgate Canyon Road several years ago and it was still holding well. The same asphalt was laid higher up Tollgate Canyon and that section takes all the traffic and all the trucks that come in, and it was also holding up well. Mr. Burdette thought they could successfully lay asphalt and have it endure the traffic.

Mr. Tyler asked if they had the budget for asphalt. Ms. Parker stated that experience has shown that when roads are patched they end up spending money to re-patch. She asked if they were actually saving money when they take that approach or if the same amount gets spent when they have to re-patch. Mr. Tyler pointed out that \$2500 for Rotomill only lasts one season; whereas, \$10,000 for asphalt could last five to eight years. However, they could only do what they could afford.

Mr. Burdette stated that there was \$10,000 in the budget. He noted that when the financial statements are passed out later this evening the Board would see a revenue item that comes from people who are not inside the Ranch. These are people who are billed and asked to pay, but the Ranch has no legal authority to force them to do it. He noted that those people have paid \$8,500 towards the road maintenance fund. The LDS Church had paid an additional \$9,000. Mr. Burdette suggested that if they could use the \$8,500 to fix roads outside of the Ranch, it would show the non-Ranch neighbors that they are helping out.

Mr. Deaver asked if the piece they were talking about spending \$10,000 was in a place where the non-Ranch owners would benefit. Mr. Burdette replied that it was split. It is designated on the financial statement as SS lots. Mr. Deaver wanted it officially in the minutes that the Board took care of a big expense on the Forest Meadow side last year and it was time to put the expense on the other side this year so everyone benefits.

Mr. Tyler asked for discussion on whether it was worth moving forward with \$10,000 of

hot mix rolled asphalt on the one section of Tollgate Canyon Road, or whether they should consider doing that section plus the lower section. Mr. Foster recalled that the \$10,000 estimate was for sections of the road that were bad, but not a continuous strip from Mr. Rouse's driveway to the asphalt.

It was noted that the section was particularly bad and it was critical to address it sooner rather than later. The suggestion was made for a temporary sign to warn the downhill drivers that they were about to hit very rough road.

Mr. Tyler recommended that they ask Jody for a legitimate cost estimate to do a continuous strip from the driveway up to the asphalt and a separate estimate for below the driveway.

The question was asked about an interim fix or the possibility of expediting an approval because the road is bad. Mr. Tyler stated that the Board could approve a maximum budget for certain items and he would oversee it with Hutch and Jody. The other alternative would be to wait for an amount and wait until the next meeting to approve it. Mr. Deaver stated that Jody could estimate the cost and Mr. Tyler could email it to the Board members. The Board could respond electronically and Mr. Burdette could see if it was in the budget. That would speed up the process and, if approved, Jody could start the work before the next meeting. Mr. Tyler stated that in order to approve something outside of a regular meeting, they would have to vote on a motion to that affect.

**MOTION:** Tom Deaver made a motion to address potential expenditures electronically on asphalt for the lower section of Tollgate Canyon Road, up and down from Rick Rouse's driveway, in two separate bids. Matt Brown seconded the motion.

**VOTE:** The motion passed unanimously.

Mr. Heath stated that he was just on the phone with Sherm who offered to contribute \$10,000 for asphalt. Mr. Tyler encouraged the area reps to contact anyone in their area or on the Ranch who might be willing to contribute towards asphalt, and those funds would be earmarked specifically for asphalt on the lower sections of Tollgate Canyon Road.

The suggestion was made for Mr. Tyler to do an email blast to the property owners letting them know that contributions for asphalt would be appreciated. Mr. Boyce thanked the Board for listening to his comments and for considering the asphalt.

**New Construction and Additions.**

### FM-D-169 Cabin Construction

Mr. Tyler had reviewed the plans and noted a few items were missing. They need a survey and site plan showing the driveway location, the septic, the utilities and the water line. Mr. Tyler stated that the owner also needed to provide a copy of the water service letter, and a proposed draft copy of the lot improvement plan agreement.

Mr. Hubbard, the Area 2 rep, stated that the owner was proposing a metal roof. Mr. Hubbard told the owner he would need to pay the \$5,000 impact fee and the owner emailed him asking where to send the check. Mr. Tyler pointed out that both the owner and his contractor would need to sign the lot improvement plan agreement because it becomes a contract. Since the owner lives out of town he should send the completed agreement and the impact fee to Carol.

Mr. Deaver suggested that once the missing items are received, Mr. Tyler could email the Board and they could vote approval electronically to speed up the process and allow the owner to move forward. Mr. Burdette stated that the Board could authorize the area rep to sign off on it if it meets all the standards. Mr. Tyler pointed out that with the last construction project he had signed the agreement, but he was not opposed to having the area rep to do it. Mr. Hubbard stated that he would forward everything to Mr. Tyler to sign the agreement.

MOTION: Mr. Tyler made a motion that once the Area 2 rep confirms that the exterior materials and colors meet the standards, that the site plan and the water letter are acceptable, and the impact fee is paid, the owner can break ground. Jeff Hubbard seconded the motion.

VOTE: The motion passed unanimously.

### **Water Company Report**

Mr. Tyler had nothing to report because the Water Board had postponed their meeting until June 27<sup>th</sup> when they would discuss the Tollgate Canyon Road.

Mr. Deaver asked if all the owners had signed over their easements for the road to the new Tollgate Canyon Road Company. Mr. Tyler *was unaware that all the easements had been received*. Mr. Deaver asked if it would allow the Company to restrict access. He also wanted to know how they would issue assessment and enforce collections.

Mr. Tyler pointed out that access cannot be restricted because it is considered public

access. He understood that the intent was the desire to maintain a legal access easement to their equipment, which they are required to do. The purpose is to create a third entity outside of the Water Company and the HOA that would take the liability for the road itself. Mr. Tyler was unable to answer the question regarding assessments and enforcement. He encouraged Mr. Deaver to attend the meeting on June 27<sup>th</sup>.

Mr. Deaver stated that people outside of the HOA area are recalcitrant on paying anything. If there is no enforceability, he questioned whether they were changing anything from what they have now. He was told that the change would be the responsible entity. Mr. Tyler could not answer the question of how the entity is funded.

Mr. Foster stated that when the entity decides that they have responsibility for the road, they need to ask Mr. Tyler. Currently, the only legal ownership of the right-of-way, if one exists, belongs to the HOA. Mr. Foster noted that in the dissolution of the SSD, Summit County said that if a right to the road exists, it is transferred to the Pine Meadow HOA.

Mr. Tyler stated that he would attend the meeting on June 27<sup>th</sup> and he would report back to the Board.

### **Ongoing Business**

#### **FM-B-29 HOA Assessments.**

Mr. Tyler commented on the HOA assessment issue and the mailing address confusion with the owner. Mr. Burdette reported that at the closing, the owner of the property would only give the site address of the property as her address. She refused to give a proper mailing address such as a P.O. Box at the bottom of the Mountain or another address. Therefore, Summit County picked up that address and uses it as the address for property tax assessment; however, the tax bill is sent to the mortgage company and the tax bill is paid from the escrow. Mr. Burdette stated that when the PMROA does the download to get addresses and names of all the property owners to send them bills, they received the address of her lot on the Mountain, which is not a mailing address.

Mr. Burdette noted that the first bill was sent to that address and it came back undeliverable. At that point Carol went through several steps to find the owner. He read the timeline Carol had provided outlining her efforts to find the owner. After two years there was no other recourse than to assign the account to Revenue Recovery and have them do a skip tracing. Frieda at Revenue Recovery has spent time and money over the last nine months trying to locate the owner. When Revenue Recovery affected her credit, the owner came forward and complained.



Mr. Burdette noted that the payoff balance was \$1,221.03, which includes two years of dues, late fees and finance charges, and the revenue recovery collection fee. Mr. Burdette stated that the lot owner paid the two years of dues; however, they tried to circumvent Revenue Recovery by paying the PMROA directly. The owner was now asking to have the remaining charges waived. Mr. Burdette pointed out that two years of dues was \$820 out of the \$1221 that was owed.

Mr. Burdette presented a report from Revenue Recovery explaining the work they had done in their effort to locate the owner. They are frustrated and feel that the lot owner was trying to circumvent their efforts after they put time and expense into tracking the owner. Revenue Recovery feels like they deserve to be paid. Mr. Burdette stated that when a person in collections works with Revenue Recovery to resolve the issue, Revenue Recovery often discounts their fee. They were not inclined to do that with this situation because the lot owner had been completely unresponsive.

Mr. Tyler wanted to know how much of the outstanding \$401.03 was Revenue Recovery's fees versus late fees and finance charges. Mr. Burdette replied that \$325 was the fee to Revenue Recovery. The remaining \$76 was late fees and interest. Mr. Tyler stated that once decision is made to turn a file over to Revenue Recovery, the fee is charged and it is out of the control of the PMRHOA. He believed Carol and Revenue Recovery had done their best to find the owner. Mr. Tyler was not certain that the owner had intentionally tried to circumvent Revenue Recovery, but he was less inclined to waive the fee after hearing that Revenue Recovery had left several messages with no response. Mr. Tyler thought the Board should support Revenue Recovery on the \$325 fee, and decide whether or not the Owners Association should waive the late fee and interest.

Mr. Burdette stated that historically this question has come before the Board many times and they have never waived the late fee and interest because it was unfair to those who pay their dues on time. Mr. Tyler was comfortable following the precedent and asked for input from the other Board members.

Mike Gonzales thought it was good practice to look at each request on a case by case basis, but after hearing Mr. Burdette's report, it appears that this owner took no action to remedy the situation. He was unsure why the owner would refuse to put their name and address on record. He did not believe the Owners Association should suffer the loss.

Mr. Burdette pointed out that this same lot owner had been in contact with an area rep regarding the matter. In addition, any realtor who sells a piece of property on the Ranch knows that there is an Owners Association and would have informed the buyer. Mr.

Tyler noted that the settlement charges would have shown HOA dues.

Mr. Heath pointed out that the lot number FM-C-69 on the agenda was incorrect. The lot owner was Pam Davis and her lot number is FM-B-29-1.

MOTION: Mark Hodgson made a motion to require the owner of lot FM-B-29-1 to pay all of the incurred fees and interest based on the historic practice of not waiving late fees, interest or collection fees. Nick Boyle seconded the motion.

VOTE: The motion passed unanimously.

Mr. Burdette would ask Carol to contact Revenue Recovery to use whatever means necessary to collect the remaining balance.

#### Temporary Use Definition

Mr. Tyler had drafted language regarding temporary use that could be posted and included on the Lot Improvement Plan Agreement and the Construction Checklist. The purpose was to avoid any confusion on the process. Mr. Tyler read the drafted definition. “Any structure, trailer, tent, teepee or yurt containing more than 79 gross square feet as measured from the exterior wall dimensions, that is erected or remains on a lot for more than 180 cumulative days per calendar year, shall be considered a permanent structure requiring approval by the PMRHOA. Any item consisting of less than 79 square feet shall be considered to have no impact for the purposes of impact fees, and shall be conditionally allowed subject to the architectural guidelines of the PMRHOA, as they may be changed from time to time. In the event any structure, vehicle, or similar improvement becomes an eyesore or appears to be abandoned, the PMRHOA reserves the right to require removal from the property.”

Mr. Tyler stated that there is a threshold for a building permit at the Summit County level, which is different than the 79 gross square feet in his definition. He did not have the opportunity to research the exact number, and suggested that the Board consider using the Summit County number as the threshold. Mr. Tyler clarified that when he suggested the 79 gross square feet he was thinking of a 8'x10' shed, which has very little impact. Mr. Burdette asked how they would address two 8'x10' sheds on one lot. Mr. Tyler stated that if it becomes a single structure either practically or aesthetically, the size would be determinate by the full exterior wall dimensions of the entire structure. Mr. Burdette assumed the sheds would meet the minimum threshold as long as there is space between them. He pointed out that there was no way to limit the number of separate sheds allowed on one lot. Mr. Tyler stated that if an owner constructs a number of Tuff Sheds on their property and keeps each one under 79 gross square feet,

the Board would have the ability to treat it as an eyesore issue.

Some of the Board members questioned whether the word “eyesore” was defensible language because it was subjective. Mr. Tyler believed it was defensible because the interpretation of “eyesore” becomes a Board decision. Ms. Parker recommended changing the revised language to say, “...eyesore as defined by the sitting Board.” Mr. Tyler remarked that the intent of the draft language was to begin the discussion and for the Board to make the appropriate changes. He was not opposed to limiting the number of structures to address Mr. Burdette’s concern. Mr. Tyler clarified that his intent was to have a specified point where an impact fee and approval is required, and conditional approval is allowed.

Using Tuff Sheds as an example, Mr. Tyler thought they could say that those types of structures are conditionally allowed subject to the architectural guidelines and oversight of the PMRHOA. That would allow the Board to control size and number. Mr. Tyler stated that another option would be the cumulative total of x-square feet, rather than limiting the number of structures. It was noted that whatever the Board allows, they would need to make sure it adheres to the architectural guidelines.

Mr. Foster stated that the CC&Rs already limit number of buildings per lot size. He noted that one dwelling per half acre is allowed. Multiple dwellings on larger lots are permissible in a clustering of dwellings with permission from the ECC.

Mr. Tyler emphasized that his proposed language was an attempt to clarify where the HOA stands regarding temporary structures and the limitation of size, and establish a breaking point for when HOA approval is required.

Mr. Hodgson thought they should specify the size to be consistent with the Summit County requirements. Mr. Foster reported that 120 gross square feet was the Summit County threshold. Mr. Tyler noted that it would be the equivalent of a 10’x12’ shed. Ms. Parker pointed out that regardless of size, the structure would still have to meet the architectural guidelines. The only difference is that the owner would not need to get formal approval from the Board and pay an impact fee. Mr. Deaver stated that it would have to come down after 180 days. Mr. Tyler replied that the 180 days applied to a temporary structure, which was a separate issue.

Mr. Deaver noted that the first sentence of the proposed languages reads, “Any structure, trailer, tent, teepee or yurt...” To avoid a legal loophole, he suggested revising the language to say, “Any structure, included but not limited to...” Mr. Tyler recommended changing the language to “structure or vehicle.”

Mr. Tyler used the scenario of his personal trailer as one example. The intent is not to force him to move the trailer off his property, but it could be interpreted as such. Mr. Burdette stated that if the trailer remains on the lot for 180 consecutive days he would be forced to remove it from his lot.

Ms. Parker stated that there is obviously a difference between something small that can be towed behind a car versus someone bringing up a 34-foot structure that could be used as a guest house.

Mr. Tyler suggested that they could be talking about two different issues; a primary structure versus secondary structure and/or vehicle. The Board was concerned about micro-managing. Ms. Parker noted that this conversation originally started because someone was taking advantage of the current system by calling something a temporary structure when it was not temporary, and not paying the dues and fees of a permanent structure. Mr. Tyler pointed out that as separate issues, the structure did not comply with the architectural guidelines. Ms. Parker felt their focus should be on how to keep someone from skirting the system rather than trying to micro-manage the number of structures, etc.

Mr. Tyler suggested that they separate "temporary" from the "threshold." They should remove the language that addresses square footage and move it to the Construction Checklist and the Lot Improvement Agreement. He noted that the information needs to be specified as a cut-off point; however, it was not necessary to have it in the temporary use definition.

Mr. Tyler revised the definition to read, "Any structure or vehicle, including but not limited to, a trailer, tent, teepee or yurt that is erected or remains on a lot for more than 180 cumulative days per calendar year, shall be considered a permanent structure requiring approval by the PMRHOA. In the event any structure, vehicle or similar improvement becomes an eyesore or appears to be abandoned, the PMRHOA reserves the right in its sole discretion to require removal from the property."

Mr. Burdette clarified that the majority of the 11 member Board would have to agree to have the structure removed. Mr. Tyler replied that this was correct.

Mr. Tyler re-read the proposed language for Board approval. Mr. Gonzales suggested that they allow the property owner to remedy the situation as an alternative to removal.

Mr. Tyler changed the last sentence to read, "In the event any structure, vehicle or similar improvement becomes an eyesore or appears to be abandoned, the PMRHOA reserves the right in its sole discretion to require removal from the property or another

remedy acceptable to the Board.”

MOTION: Mr. Tyler made a motion to APPROVE the definition of temporary use as amended. Bob Burdette seconded the motion.

VOTE: The motion passed unanimously.

Mr. Tyler noted that the Board had given Bob Bethke, Lot PI-D-69, until July to bring the Yurt into compliance. He asked if the Board wanted to address the issue this evening based on the approved language, or if they preferred to wait until the next meeting.

Mr. Boyle thought the Board should have the discussion this evening because it sometimes takes more than one meeting to make a decision. Mr. Tyler suggested that the Board have a short discussion this evening and give Mr. Bethke the opportunity to attend the next Board meeting. He asked Mr. Boyle to inform Mr. Bethke that the Yurt would be scheduled on the July 16<sup>th</sup> agenda and the Board would be making a decision.

Mr. Tyler stated that even though he was personally not bothered by the Yurt, it did not meet the Architectural Guidelines and it was a part of an assemblage of structures on the lot that improves it to the point of being a cabin. At a minimum, Mr. Tyler thought it should require the \$5,000 impact fee and comply with the Architectural Guidelines. Those would be the minimum conditions before the Board would even consider approval if Mr. Bethke wanted to apply for his structure to become a permanent structure. Until that occurs, Mr. Bethke would have until the next meeting, when his 180 days *begin* to enjoy his Yurt before the Board requires it to be removed.

Mr. Deaver asked where the Yurt falls under the Summit County requirements. Mr. Tyler stated that any owner has the right to call the County and complain about a structure that was erected without a building permit. However, it is not the responsibility of the Board to ensure that the owner has a building permit or that it passes final inspection.

Mr. Tyler believed this was a gray area that exists on the Ranch and the Yurt situation had forced the Board to clarify the rules. Mr. Foster asked if a Yurt could meet the Architectural Guidelines. Mr. Tyler replied that it would not meet the material requirements, but it could meet the traditional mountain vernacular requirement.

#### Cabin Construction Checklist

Mr. Tyler had revised the checklist for clarity in terms of which parts applied to cabins versus an addition or accessory structure. Mr. Tyler requested discussion on the

square footage issue. He had added language at the beginning of the checklist stating, “The PMRHOA regulates all construction within its boundaries of any structure exceeding 79 gross square feet as measured from the exterior dimensions. The following is a checklist of items to identify the steps necessary to receive PMRHOA approval for any construction. For new construction on a previously undeveloped lot, please follow the items marked with Cabin. For additions to an existing structure, construction of an outbuilding, sheds or other permanent structure, please follow the items marked with Addition.”

Mr. Tyler noted that he had gone through each line item and marked whether they were Cabin, Addition or Both. He explained that the intent was to simplify the process. For example, someone who wanted to add a small addition to their house would still need to provide the site plan, but they would not need to have the lot surveyed if it was surveyed with the initial cabin. Mr. Tyler asked if the Board wanted a size limitation such as the 79 gross square feet or the 120 square feet consistent with Summit County. Mr. Powell suggested consistency with Summit County. An addition or structure less than 120 square feet would not require Board approval; however, it would still need to meet the Architectural Guidelines. Mr. Burdette pointed out that a 12' Yurt would be less than 120 square feet. Mr. Powell stated that it would still not comply with the Architectural Guidelines as a permanent structure. It could be erected for 180 days as a temporary structure.

Mr. Foster pointed out that the 120 square foot limit would grandfather dozens of sheds around the Ranch. He believed that most of those structures met the Architectural Guidelines. Mr. Tyler stated that he would post the draft Construction Checklist on the website and on Facebook.

Mr. Tyler read through the checklist. He thought the property owner should be aware that there is a Development Code for Eastern Summit County and to read the PMRHOA Architectural Guidelines posted on the website. Those were listed as Research Number One on the checklist. Number Two was the Lot Improvement Plan Agreement. He wanted the owners to know upfront that there is an agreement that requires them to come before the Board for any structures exceeding 120 square feet. Mr. Tyler reiterated that the survey was only required for a cabin. The same applied to the Summit County Health Department requirement.

It was noted that in some cases a survey would not have been done with the initial cabin, in which case it should be required for an addition. Mr. Tyler changed the language to read, “An undeveloped lot or additional dwelling structure.” Mr. Heath thought the Board only needed to see a site plan for an additional accessory structure. The Board agreed. Mr. Burdette stated that the language regarding the impact fee was

unclear on what type of structure is charged a \$2/gross square foot or \$1/per gross square foot impact fee. He noted that utilities have always been the determining factor. If there are no utilities the cost is \$1/per gross square foot. Mr. Tyler stated that he had kept the existing language with a few tweaks.

Mr. Tyler noted that architectural plans and a site plan are required for a cabin or an addition that exceeds 120 square feet. A Water Company letter is only applicable for a cabin. Mr. Tyler read through the list of required submittal items and noted that each item was identified as applicable to cabins, additions or both. The list included a certified survey of the property, a site plan showing the proposed structure, a printed set of building plans in 11"x17" format, a digital set of plans in full size PDF format, a copy of the water service letter, and a completed draft copy of the Lot Improvement Plan and Agreement. The Checklist included a note indicating that the required plans must be submitted at least a week prior to the next regularly scheduled Board meeting for review and approval. Otherwise, the plan review would be scheduled for the next regularly scheduled Board meeting.

Mr. Tyler stated that the next category was the Impact Fee and Contract. He noted that the current impact fee for development was \$5,000 for new construction, \$2/per gross square foot for additions to existing structures, or outbuildings and accessory structures with utilities, and \$1/gross square foot for outbuildings or accessory structures without utilities. Language stated that the fees were subject to change by review of the HOA. The next category was the Summit County Building Permit. Mr. Tyler pointed out that it was listed as Number 9 to indicate that the previous items need to occur before the owner applies for a building permit. The checklist also specifies that a building permit must be posted on the property and Rocky Mountain Power must be contacted for electrical connection for construction.

Mr. Tyler requested that the Board discuss the proposed checklist and make any revisions, so people building this summer could have the updated version. Mr. Hubbard stated that he would notify the owners of FM-D-169 that their plans look good but they still needed to provide colors, a site plan, and the Lot Improvement Plan Agreement. Mr. Tyler noted that because their plans had already been submitted and reviewed, the owner would not be subject to the new checklist.

**MOTION:** Tony Tyler made a motion to APPROVE the Cabin Construction Checklist with the revisions as discussed. Alan Powell seconded the motion.

**VOTE:** The motion passed 10-1. Mike Gonzales was opposed.

Signage

Mr. Tyler noted that Ms. Parker had prepared new designs for signage. He *assigned Matt Brown, Area Rep 1*, to count the number of signs needed on the Ranch and to research prices.

The Board discussed various types of signage. Mr. Tyler remarked that this was preliminary until they have an idea of cost.

#### Long Term Planning Discussion

Mr. Tyler stated that in light of budget issues, particularly in terms of spending more money on asphalt, he had been thinking about capital expenditures, the reserve account, and trying to plan for major expenditures in the near future. He believed the grader replacement was the biggest outstanding single capital expenditure item. It was not necessary now, but after talking with Jody and Hutch he had researched graders. Jody likes this particular machine and it is one of the good ones off the line. However, the grader is old and needs major maintenance. Mr. Tyler estimated that if they continue on the same path, they would have to replace the grader in three to four years. Based on his research he estimated the cost at approximately \$150,000 *for a decent used machine*.

Mr. Tyler noted that Jody was researching the cost to do a major overhaul of the engine and hydraulics on the grader. Jody assumed the cost would be between \$25,000 to \$35,000. Mr. Tyler believed the overhaul would extend the life of the grader by ten years or more. If they use the reserve funds now they could avoid a major expenditure within the next ten years. Mr. Tyler asked the Board to consider this for discussion at a future meeting.

The suggestion was made to take the grader in for overall maintenance and inspection and to hear some recommendations before they consider spending money on an overhaul. It could also be oil sampled. Mr. Tyler clarified that he was not looking for an answer this evening. He was trying to plan ahead and by taking replacement of the grader out of the capital expenditure, they would be able to use the money for a building to house the equipment or other future expenditures.

#### Website Update

Mr. Tyler thanked Ms. Parker for updating the website and getting it live. The Board members should send postings to Ms. Parker and she will post it on the website.

#### **New Business**



All West Communications easement agreement

Mr. Tyler assumed the Board members had received the letter regarding the easement agreement. He noted that after meeting with the Board, All West Communications does not want to get involved in the politics of who gets high speed internet service and would not. Therefore, the proposal to Pine Meadow Ranch is to solely pay for an access easement to reach their tower. Mr. Tyler noted that the proposed route was 10,580 linear feet within the road right-of-way. All West Communications was requesting a 10-foot wide easement along the outer portions of the above described 66-foot wide road right-of-way, at a rate of 50 cents per linear foot, totaling \$5,290 for the easement.

Mr. Gonzales pointed out that All West Communications was going to charge \$5.00 per linear foot for service; however, they only want to pay 50 cents per linear foot for the easement. He thought they should charge \$5.00 per linear foot for the easement. Mr. Burdette stated that the roads are owned by the Owners Association and it is not equitable to charge per linear foot for service because one owner may be closer than another. He agreed that the 50 cents per linear foot was an insult, but it should not be done as a trade-off for the cost of an individual connecting into the service. That should be an individual issue between the lot owner and the communications company.

Mr. Gonzales asked how the Board felt about charging \$5.00 per linear foot for the easement. Someone thought the cost should be based on the cost to road base that long of a road. Mr. Tyler would ask Jody and Hutch and get an estimate on the cost to redo that section of road. The cost of the easement would have to exceed that amount. Mr. Gonzales pointed out that this would be a permanent easement and when there are problems with the fiber-optics the road would be torn up. He thought repairing the road should be part of the agreement. Mr. Tyler agreed. He also thought this proposal would benefit the Ranch owners more than the proposal to connect those who live along the line.

Mr. Deaver stated that in addition to restoring the road, the language should also require restoring the vegetation along the side of the road. In addition, they should pay all the costs to restore it because there would be no additional benefit. They would only be replacing what was already there. Mr. Deaver also thought they should find out the typical price per linear foot for this type of utility easement by a major industry. Mr. Tyler wanted to see a cost estimate for the amount of road that would be torn up and have that become a cash bond that they would post to the PMRHOA, pending restoring the road to its original or better condition. If it is not done to the Board's satisfaction, they would have the right to pull from that fund to repair the road. Mr. Deaver reiterated

his request for restoring any disturbed vegetation.

Mr. Tyler disputed another part of the proposal because the road surveys that All West Communications was using were not exactly where the roads are today. As part of the process, the PMRHOA would need to define where the right-of-ways exist and determine how many feet they want to give from the edge of the existing roadway. The suggestion was made to ask the provider to contribute annually to maintaining the roads the same as the LDS Church.

Mr. Tyler outlined issues for the agreement as 1) the cost to restore the road base, vegetation and driveways; 2) further define road; 3) bond for restoration. Mr. Gonzales thought the major issue was what to charge for the easement. He was opposed to 50 cents per linear foot. Mr. Tyler favored the suggestion for an annual fee. Mr. Burdette stated that he is on the Board of an HOA in Salt Lake and 15 years ago Utah Power and Light came through to string a bigger power line across the property. Utah Power wanted to expand the existing easement from 10-feet to 20-feet due to the size of the line and they paid the HOA a cost per square foot amount to expand the easement. He would find out what the cost was 15 years ago. Mr. Tyler would also research current costs for easements. The Board questioned why All West was not running the line up the center of the road. Mr. Tyler would ask All West that question and report back to the Board.

### **Budget Review**

Mr. Burdette reviewed the unpaid bills detail in the amount of \$20,369.93

MOTION: Mr. Burdette proposed to pay all the bills as outlined. Tom Deaver seconded the motion.

VOTE: The motion passed unanimously.

The meeting of the Pine Meadow Owners Association Board adjourned at 9:06 p.m.

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