

PINE MEADOW RANCH OWNERS ASSOCIATION
MONTHLY BOARD MEETING
RANCH MANAGER'S OFFICE
PINE MEADOW RANCH
MAY 15, 2012

In Attendance: Hutch Foster, Dan Heath, Bob Burdette, Suzanne Larsen, Tom Deaver (Area 4), Matt Brown (Area 1); Nick Boyle (Area 7), Jeff Hubbard, (Area 2); Mike Gonzales, (Area 6); Alan Powell (Area 3)

Excused: Bruce Hutchinson

Ex Officio: Jody Robinson

Guests: Andrew Burton, Lot SS-145-K; Tony Tyler, Lot D-33; Pete Gilwald, Deer Meadows; Lincoln Shurtz, Deer Meadows; Doug McAllister, Deer Meadows and Lot D-13.

Hutch Foster called the meeting to order at 6:30 p.m.

Approval of Minutes – April 17, 2012

MOTION: Dan Heath moved to APPROVE the minutes of April 17, 2012. Suzanne Larsen seconded the motion.

Tom Deaver referred to page, second paragraph under Approval of Minutes, last line, and changed Lincoln Compass to correctly read Link and Compass.

Tom Deaver referred to page 3, the paragraph above Ranch Manager Report, first sentence which read, "Mr. Foster stated that the Water Company would need an agreement with the Water Company...". He believed that should read "...The Water Company would need an agreement with the HOA."

Mr. Deaver referred to page 6, and corrected Carol Groot to correctly read, Cheryl Groot.

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

VOTE: The motion passed unanimously.

Owner/Visitor Open Forum

Mr. Foster noted that the Deer Meadows project would be discussed later in the agenda.

Andrew Burton, Lot SS-145-K, stated that when the special meeting was held regarding

an increase in dues, the Board suggested that owners contact the Board on issues that should be considered for maintenance. Mr. Foster informed Mr. Burton that a discussion on road work plans and projects for this year was scheduled as one of the last items of business this evening.

Mr. Foster stated that he received a packet of correspondence from Carol from a part-time user of the Ranch who pays primary residence rates with the County. The owner was upset with Carol for not adjusting his Ranch dues to the second homeowner rate. Mr. Foster contacted the owner and told him that he could not get his dues reduced until he changed his residency status with the County. Mr. Foster stated that the Owners Association would continue to use Summit County Tax Assessment as the only verifiable version of whether or not someone is a second homeowner or a resident.

Mr. Foster received a correspondence a few weeks ago asking about attendance at Board meetings for Area Representatives, and at what point the Board would replace someone. Mr. Foster stated that per the bylaws, 50% attendance is required at meetings within a three month window. If that threshold is not met, the Board could choose to replace the offending Board member. Mr. Foster pointed out that each Board member must attend two out of three meetings per quarter to meet the requirement.

ECC Plan Review

There were no comments or plans presented.

Old Business

Deer Meadows Update

Mr. Foster stated that Pete Gilwald and Lincoln Shurtz had requested the opportunity to update the Board on new ideas regarding the Deer Meadows project.

Mr. McAllister reported that they were in the process of substantially re-working the proposal due to feedback from the County Council and the community. He provided a summary of how the project evolved over the past several years. Mr. McAllister stated that they had good support with the first proposal which was basically a transfer of development rights from Pine Meadows to Deer Meadows. That proposal was supported by the community and it was approved by the Planning Commission. However, the County Council denied the project 3-2. Based on that decision they were unable to use the TDR process that the only avenue open was the SPA process, which

is their current proposal.

Mr. McAllister reported that at the last Planning Commission meeting a number of Commissioners indicated that they would have liked the previous proposal. Many people were surprised that it was denied by the County Council because it was a good proposal and good for the area. Mr. McAllister stated that the developer was being encouraged to go in that direction again. Therefore, they are revisiting the idea of dissolving density in Pine Meadows and moving it to Deer Meadows.

Mr. McAllister stated that they were also seeking input on what type of community benefit would be substantial to the area. He noted that something included in the original proposal was to take the building right off of what is called the Teepee lot. It is the only lot that can be seen from the highway and they thought it would be a substantial benefit to dissolve that lot to keep someone from building a cabin or home on the ridge. Mr. McAllister noted that a requirement of the Eastern Summit Development Code is to keep development off of the skyline. The Planning Staff and residents in the area agreed that it was a worthwhile benefit, and it was still being proposed.

Mr. McAllister stated that in terms of community benefits, in a previous discussion with Lincoln Shurtz, Mr. Foster had suggested that if they were able to provide an emergency exit through Deer Meadows property and the church property down to I-80 it would be a significant benefit. Having been a resident up there for 20 years, Mr. McAllister agreed that it would be significant because there has never been a legitimate emergency exit. He requested feedback from the Board on whether that would be an acceptable benefit as part of the proposal.

Lincoln Shurtz explained that the current SPA proposal is an increase in density by approximately 21 units on 117 acres of Deer Meadows parcels. Based on feedback from the County Council, as well as community input, they decided to go back to the drawing board. Rather than increase density, they started to look at something similar to the TDR process, whereby they would take existing density credits on undeveloped lots that have associated development rights, and transferring those lots to Deer Meadows. The result would be a no net increase in density for the Tollgate area. Mr. Shurtz remarked that a major concern seemed to be the increased traffic and the potential for more people. Transferring density credits would address the problem. In addition, adjacent properties would be converted to open space and a conservation easement would be placed on those properties. Mr. Shurtz stated that another option for continued and ongoing funding for the Owners Association for road maintenance, as opposed to a one-time contribution, is the concept of a real estate transfer fee that is allowed for private entities and enforced by the development agreement. Deer

Meadows would enter into a contractual obligation with Pine Meadows HOA, and every time the property changed title a Transfer of Title fee would be paid to the HOA for ongoing road and facility maintenance. Mr. Shurtz noted that the logistics would need to be worked out, but the County had expressed a willingness to be the enforcement agent on that type of proposal.

Mr. Shurtz asked for input from the Board on the four concepts proposed; 1) no increases in density, 2) an ongoing real estate transfer fee; 3) dedication of open space and conservation easements on adjacent properties, as well as maintenance of 90% open space on the Deer Meadows property; 4) secondary access for emergency circumstances. If the Board would consider those as favorable criteria to support the SPA application, the developer could work with the HOA attorney to draft a proposal and work through the details.

Mr. Gilwald stated that they would also keep with the agreement already in place for joining the HOA and paying annual dues and impact fees.

Mr. Burdette asked if Mr. Gilwald and Mr. Shurtz were familiar with the original agreement from 2008 regarding seven lots. He noted that the agreement states that regardless of the County's decision regarding the TDR, they would have seven lots in the HOA. Mr. McAllister disagreed with that interpretation. He believed the agreement stated that regardless of the outcome of the process, Deer Meadows would join the HOA and pay the dues as soon as any lots were approved. The property at that time would become a part of the HOA. Mr. McAllister stated that The HOA's attorney thought it was a valid agreement; however it did not stipulate what specifics of the CC&R's they had agreed to abide by.

Mr. Burdette asked if Mr. Foster had a copy of the agreement. Mr. Foster replied that he had not kept a copy when he gave the agreement to Ted Barnes. It would be easy to obtain a copy from Mr. Barnes.

Mr. Foster asked how many lots currently make up the piece of land in question. Mr. McAllister answered one. He clarified that the land is not required to pay fees until it becomes a lot. Mr. Foster asked if the one lot had been paying dues as a member of the Owners Association. Mr. McAllister answered no. Mr. Foster assumed that was due to a billing oversight. Mr. McAllister recalled that the lot was left out of the legal description of the property, and he believed that was the reason why dues were not paid. The 17 acres was a lot of record outside of Pine Meadows and when the contract was drawn up it was not included in the legal description.

Mr. Burdette recalled that the agreement specifically described "lot" by giving each one

a lot number; and each one was joining the HOA regardless of the outcome of the County's decision on the TDR proposal. Mr. McAllister agreed that the agreement said that Deer Meadows was part of the HOA, but it also said that dues would begin when each lot was approved. Mr. Burdette disagreed, because the HOA could not make an agreement based on the outcome of the County's decision. The agreement had to be made with Deer Meadow as it stood at the time, regardless of the County's decision.

Mr. McAllister stated that they could look at the agreement and revisit the issue. He noted that Deer Meadows had joined the HOA, but there were no approved lots to pay dues. Mr. McAllister noted that the agreement also states that the HOA would remain neutral and would not oppose or support the development in return for Deer Meadows joining the HOA if the proposal was approved.

Mr. Foster remarked that his reading of the agreement was that the piece of land joined the HOA at the time the agreement was signed. The question was whether it joined as one lot or seven lots. His interpretation was that it joined as one lot. Mr. Foster recommended that Ted Barnes review the agreement and offer his opinion. Mr. Shurtz offered to work with Ted Barnes to make sure they abide by the agreement.

Mr. Shurtz stated that if they move forward with the SPA proposal, they would need to amend the agreement to reflect the change in circumstances.

Since the document was not available this evening to review the details, Mr. Foster suggested that they table further discussion and follow up with Mr. Barnes.

Mr. Burdette was unaware that they would be re-visiting the 2008 agreement; therefore, he was unprepared to have that discussion. He thought they would be talking about moving forward with 21 lots. Mr. Shurtz replied that they were still proposing to do 21 lots, but under the same model that was established under the prior agreement. It would be a TDR model.

Mr. Deaver asked where the development credits would be transferred from. He was told that they would find owners in the Tollgate area with development credits and either purchase that credit or work with the owner to transfer the credit to the Deer Meadows parcel. Mr. Deaver remarked that the original layout was very nice. He pointed out that the TDR modeling mentioned this evening was very different from the previous proposal for 20+ lots.

Mr. Shurtz and Mr. Gilwald explained how density would be transferred under the development agreement process.

Mr. Deaver remarked that public comment before the County Council was not objection towards Deer Meadows, but rather the concern for setting a precedent. He noted that the Cook Brothers have already started cutting in roads to develop 600 acres behind Deer Meadows. He recently heard that 300 acres behind the Cook Brothers would also be developed. Mr. Deaver noted that they could end up with thousands of houses and the area would look like Silver Creek.

Mr. Gilwald believed the primary difference was the no increase in overall density. If developers to the north try to cram in x-number of density, Deer Meadows was setting the precedent for no net increase. He clarified that the County Council was concerned about setting a precedent for creating additional density. The revised Deer Meadows proposal would alleviate that concern and set a new precedent for less density.

Mr. Deaver recalled another concern from the County Council that this was not the intended use of the SPA application. Mr. Shurtz agreed, which was why they functionally went back to a TDR process. However, since the County does not have a TDR ordinance, it would have to be accomplished through a private relationship with an Owners Association. Any other development wanting to do a TDR would have to wait for the County to adopt a TDR ordinance, or work through the density transfer process with an HOA.

Mr. Foster asked about the status of the SPA proposal that was filed. Mr. Gilwald replied that currently the SPA proposal was still active but dormant at the time. The County Council was trying to schedule a site visit. A public hearing would be scheduled once Deer Meadows revises their proposal. Mr. Foster asked if the version of the TDR outlined this evening, as well as the suggested community benefits, would enhance the current SPA proposal, or whether it was a proposal that would follow the SPA proposal as a major subdivision with development agreements. Mr. Shurtz replied that it would follow the current SPA process. Upon approval of the SPA application, the rest would be dovetailed as the development agreement that stipulates the terms.

In terms of the community benefits proposed this evening, Mr. Deaver stated that personally the emergency exit would not make the proposal more palatable. In his opinion it needs to be a second egress towards Wanship and not just an emergency exit. His primary concern is the traffic load on Tollgate. Mr. Shurtz stated that the intent of the no net increase in density was to avoid additional traffic load. Mr. Deaver remarked that with more houses being built, the traffic load on Tollgate would increase, regardless of transfer of development rights. He noted that Tollgate was already beyond capacity. Mr. Deaver was still concerned that Deer Meadows would set an impactful precedent. Mr. Shurtz stated that if someone currently has a development right, it will come whether they want it or not. He did not believe Deer Meadows would

harm Pine Meadow any more than they were already exposed. Some of the Board members disagreed. Mr. McAllister stated that Deer Meadows would not proceed any different than the surrounding areas. It would be based on the modest market dynamics that currently exist in the area.

Mr. Burdette stated that if there was the future potential to have 800 lots with a home on each lot and a car in every garage, the question was whether it was better to have them inside Pine Meadow Ranch or spread out to include Deer Meadows and/or the Cook's property. He could see no harm in spreading it out.

Mr. Gilwald noted that the County could change the process at any time. The Planning Commission was currently discussing various options for residential density in Eastern Summit County. In theory, the process could be totally different from what the SPA currently requires. The density could be increased or decreased and community benefits may no longer be part of the dialogue.

Mr. Foster asked what the developer wanted to know if they could ask the Board a straw poll question. Mr. Shurtz replied that they wanted to know if the revised proposal was going in the right direction and whether the Board would encourage the developer to explore it in more detail. Mr. Foster assumed that if the Board asked them to explore it further and they came back with details acceptable to the Board, the developer would expect to receive a letter from the Board favoring the revised project. Mr. Shurtz replied that this was correct.

In terms of a straw poll, Mr. Heath liked the revised plan better than the original SPA proposal. For him personally, it would come down to safety and access. If the project would worsen the already hazardous situation, he would be against it. Mr. Heath thought "second exit" was a better choice than "emergency exit".

Mr. Gonzales did not think it needed to be classified as a second exit. It should be a second access road and not limited to exit.

Mr. Deaver agreed with Mr. Heath and Mr. Gonzales. Mr. Brown liked the approach from a development perspective. He was unsure what historical development plans were in the past, but he assumed they were not bracketed as well as this proposal. Mr. Brown was not opposed to further discussion, but he was not prepared to say yes or no. Jeff Hubbard liked the idea of having a second access rather than an emergency exit. The access would also need to be maintained for use.

Mr. Shurtz pointed out that a full access may be more difficult than a limited access versus an emergency exit. Mr. McAllister noted that private properties have gates and

other restrictions and it may be difficult, if not impossible, to get owners to agree to open their gates for public access. Mr. Shurtz believed the property owners would want to limit the use and it would be important to stipulate what that would be. He was certain they could negotiate the easement. The issue would be in what capacity they could use the easement. Mr. Foster pointed out that the access would be towards Wanship and most people on the Ranch would not be driving in that direction. He believed that would limit the use dramatically.

Mr. Powell liked the transfer of development rights and conservation easements. He thought the emergency egress was good, and agreed that a second access would be better. However, he understood the difficulties involved in gaining that access. Mr. Powell would be comfortable with the development with those additions.

Mr. Boyle *agreed* with all previous comments. The major concern with development was the additional traffic, which is already a problem, particularly in the summer with the Church owned properties. Mr. Boyle *agreed* with the comment for maintenance of the access regardless of whether it is an exit or full access.

Ms. Larsen clarified that the access would be maintained by Deer Meadows and not Pine Meadow. Mr. McAllister replied that as part of the agreement Deer Meadows would guarantee passable access. It was suggested that the access could be used to access Church properties. Mr. Shurtz thought that could be a possible negotiation to reduce traffic on Tollgate.

Suzanne Larsen noted that the Church has discussed putting in a separate access for Church properties, but so far that has not occurred. If Deer Meadows was to build access towards Wanship up to the Church properties, it would greatly reduce the traffic through Pine Meadow and alleviate some of their expense in trying to maintain the roads. In her opinion, access for Church properties would be an important selling point for the development, as long as they also did the density transfers.

Mr. Foster summarized that the Board would like secondary egress at a minimum, but they would prefer limited access, or at best, an actual road to Wanship. He clarified that some type of access was a key component for favoring development. The Board concurred. He suggested that the developer research those possibilities before spending time and money on concept development agreements.

Mr. Deaver asked if the developer would be listing all the components of the revised proposal or whether they would concentrate on the development rights transfer and ignore the rest. Mr. Shurtz replied that they would be working on everything; however, the primary work would be the details of the access. Mr. Deaver did not want to give

the impression that the Board was only concerned about one piece. Mr. Foster clarified that the Board's opinion was that it was all one package. The details of the TDR's, the development agreement, and so forth could be hammered out. Access was the one piece they would like to have more detailed. Mr. Deaver agreed. He just wanted that clarified.

Regarding good, better and best for the access road, it was suggested that the developer try for the best case scenario. It would take a lot of legwork, but in contrast, it would take more legwork to get the Board to approve using Tollgate as the 100% access road.

A Board member referred to the 90% open space. If the conservation easement is something that the general public or local community could access by trails, it would be a better benefit than just a conservation easement where a rancher could still have his herd. Mr. Shurtz stated that they were open to Board input on how they would like the conservation easement to be recorded.

The developer and his representatives left the meeting.

Mr. Foster stated that the developer heard the comments and concerns throughout the public hearing process and had approached him with suggested revisions to address those concerns. Mr. Foster met with them and felt their ideas were worth bringing to the Board. Mr. Burdette believed the proposed access road was truly a community benefit. Mr. Foster stated that if everything they discussed came to fruition, he could see the Board possibly forwarding a positive recommendation. Mr. Deaver believed that if they only make the access limited use or emergency exit only, it would still set a dangerous precedent. Considering all the property for potential development, Mr. Deaver felt a full access road was imperative. Mr. Heath concurred. Mr. Burdette thought Pine Meadow would benefit if they continued to transfer density out of Pine Meadow into those other areas.

Mr. Foster thought the current proposal was worth watching and discussing. Mr. Heath thought that he could support the project if the density was not increased and they gained a second access road.

Water Company Update

Mr. Foster stated that the Tollgate well was drilled to 510 feet. The well was cased and it was being flushed. The Water Company was still waiting to test pump. Mr. Foster noted that the water line was above 500 feet, but they were in fractured rock. They decided to keep drilling until they hit tight rock to take advantage of any water moving

through the fractured rock. Mr. Foster reported that the test pump will determine what size line to run up the canyon.

Mr. Foster commented on the survey stakes around the Snow Cat at Oil Well and reported that a booster station would be built in that location. The well project is moving forward and appears to be successful. He stated that at 100 gallons per minute, the well would produce ten times their next best source.

Mr. Foster stated that discussion and negotiations were still occurring around Axel's well in Aspen Ridge. Pine Meadow Mutual Water Company actually owns all the points of diversion around that well. All the water is owned by the Pine Meadow shareholders. There have been discussions as to whether or not it makes sense to develop the well for Pine Meadow source or whether to develop it and sell water back to Aspen Ridge.

Mr. Deaver understood that Pine Meadow did not own Oil Well, and he assumed there was some type of agreement to put the pump house on that property.

Mr. Foster reported that historically no one owns Tollgate Canyon. However, when the SSD was dissolved in 2000, the County wrote a vague deed of easement back to the Pine Meadow Ranch Owners Association, which says if anyone owns anything and if it were the County's under the SSD, then whatever that might be is given back to the Pine Meadow Ranch Owners Association. Mr. Foster pointed out that it was the closest there was to a legal deed to that easement. In order for the Water Company to accomplish their project, Ted Barnes drafted a Quit Claim for the Owners Association, under which they could allow Pine Meadow Mutual Water Company a utility easement upon whatever easement they may or may not have on that road. Mr. Foster requested an official motion to that effect. He noted that the Water Company would pay the Owners Association \$10.00 to make it legal.

Mr. Foster clarified that the Quit Claim was strictly for a utility easement. Pine Meadow Owners Association would still have the easement to travel through it. Mr. Foster remarked that the agreement to repair or replace road damage would be a separate construction agreement aside from this Quit Claim.

MOTION: Tom Deaver made a motion to Quit Claim a utility easement on Tollgate to the Pine Meadow Mutual Water Company. The motion was seconded.

VOTE: The motion passed unanimously.

Mr. Foster noted that the Water Company discussed procedures for when a leak is detected and how serious the leak should be before the water is shut off to that

property. It was decided that if a leak affects the system overall the Water Company would shut off the water to protect the system. If a minor leak is detected and the owner is a part-time user, the water would be shut off. If a minor leak is detected and the resident is a full-time owner, the Water Company would notify the owner by phone and by mail and then determine whether or not to shut off the water. Any property with a detected leak would be notified every 30 days by certified letter informing the owners that a continuous leak was running.

Ranch Manager's Report.

Mag Water

Jody reported that four loads of mag water was coming on Wednesday, June 6th. Four loads amounted to slightly more than \$11,000. Mr. Foster noted that if the weather remained dry the roads would need to be watered. He asked if Jody could use their water truck. Jody replied that their truck was too small. He would contract the same company who does it every year.

Equipment Status

Jody reported that the equipment was in good shape. The hoses in the roller are worn and they keep blowing out. He has been doing general maintenance on the roller. Jody stated that the radiator on the roller was fixed but it still gets hot. The cost to fix the radiator was approximately \$321. Jody suspected that the water pump could also be going out on the roller, which could be contributing to the problem.

The grader was working fine. The rear end on the dump truck was fixed. The water truck was in good shape.

Jody reported that he purchased the tractor from Summit County that the Board approved several months ago. The cost was \$10,000. It was at the shop if anyone wanted to see it. Jody stated that he would like to purchase a snow blower for the tractor this winter.

Jody stated that Summit County had him put erosion control matting around the culverts at the bottom of the canyon. Foster clarified that the direction from Summit County was the result of a property owner complaining to Summit County about the condition of the excavation.

Jody stated that he had been working on the signs and grading roads around the Ranch. Jody needed hand tools for the shop to work on the equipment. He requested

\$1500 to purchase the necessary tools. Mr. Deaver asked if Jody needed impact tools. Jody stated that air tools would be nice, but it was more of a want than a need at this point. Mr. Foster asked if \$1500 included a die set and hose parts for the hydraulic press. Jody replied that it did not include the hydraulic hose fittings. He would research that expense for the next meeting. Mr. Heath asked Jody to contact him because he had an internet site that sold the parts for less than what he would pay in town.

MOTION: Suzanne Larson made a motion to give Jody \$1500 to purchase the necessary tools. Mike Gonzales seconded the motion.

Mr. Burdette requested that they discuss money before voting on the motion.

Mr. Heath stated that he had missed part of the discussion regarding the Forest Meadow Road. That road is very rough and he asked how they planned to repair it. Jody stated that he would need to either use Rotomill or get a proposal for asphalt. He was unsure about funding.

Mr. Foster suggested that they hold further discussion until Mr. Burdette had the opportunity to talk about the budget.

New Business

Road work plans and projects for 2012

Mr. Burdette recalled a discussion at the last meeting regarding amounts of asphalt. He had prepared a budget for the remainder of the year. He noted that as of May 15, 2012 there was \$227,000 available to spend. There was still the potential to collect money through the end of the year. Ms. Larson understood from Carol that \$14,000 had been collected since the last meeting. Mr. Burdette remarked that typically from this point in the year until the end of December, collections become very small. He expected to collect additional funds before the end of the year; however, he did not want to plan on spending money that had not yet been collected. He preferred to work with the \$227,000 that was actual money.

Mr. Burdette itemized the fixed group of expenses that would be paid through the end of the year. He had budgeted \$8,000 for equipment repairs. He anticipated spending \$1,000 for rental of the water truck for mag water. Diesel fuel was \$3400 through the end of the year. Project labor was the helper that Jody hired. Mr. Burdette stated that he budgeted \$10,000 for mag water, however, Jody reported this evening that the cost would be slightly over \$11,000. The property taxes in the amount of \$11,000 was for eleven lots owned by the Association. He noted the \$10,000 that was budgeted to

purchase the tractor. Other costs included payroll, payroll taxes, insurance premiums and miscellaneous expenses. Mr. Burdette stated that subtracting out those expenses from the \$227,000 left a balance of \$95,000. If they used the balance for asphalt, they would have nothing left to purchase tools or a blower for the tractor or to lay aggregate on the roads. Having that information should help them make better informed decisions on other expenses.

The Board discussed roads and asphalt. Mr. Heath thought they should patch the bottom of Forest Meadows this year and use the majority of the budget to finish Tollgate. It was noted that if they subtract for a blower for the tractor and tools for Jody, they would still have \$65,000. Depending on the cost of asphalt, they should be able to do a significant amount of work if they allocate \$40,000. That would still leave \$25,000 to carry them through the end of the year.

Mr. Foster pointed out that paving in Tollgate could not be done until July or August, after the Water Company completes their project. In an effort to make decisions, Mr. Foster suggested that they choose a project for the Forest Meadows side, and approve the gravel projects on the Ranch. None of those projects would affect a decision on whether or not to spend the remaining budget in Lower Tollgate.

Mr. Deaver suggested that the Board give Jody \$21,000, the same as they did two years, to have asphalt hauled in and for Jody to spread it with the grader and roll it. Jody agreed that progress was made with that approach.

Mr. Foster proposed two different budgets for the beginning of the season. Jody had already ordered mag water. Mr. Deaver had suggested a \$21,000 budget for spreading asphalt and working up the Forest Meadows side. Mr. Foster thought they should also have a gravel budget for Jody to begin working on roads that need to be resurfaced inside the Ranch. The Board agreed on a \$35,000 gravel budget. Mr. Foster noted that \$21,000 for asphalt and \$35,000 for gravel would leave approximately \$40,000 to work with later in the season, once they have a better idea of what financial contributions would be made and what they want to accomplish.

MOTION: Tom Deaver made a motion to allocate \$21,000 for asphalt for the Forest Meadow side that Jody would lay; to allocate \$35,000 in road base material that Jody feels is appropriate on individual roads for resurfacing inside the Ranch; to allocate \$11,000 for mag water; and to allocate \$1500 for Jody to purchase tools. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

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Mr. Foster clarified that the Board had just approved a roadwork plan and summer budget for the Ranch.

Monthly Budget Review

Mr. Burdette reviewed the unpaid bills in the amount of \$11,168.00.

MOTION: Bob Burdette moved to pay all the bills as outlined. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

Mr. Burdette presented a note from a lot owner on Iroquois Loop who was billed his \$300 assessment the first of the year. It was not paid and he incurred a \$25 late charge. The owner paid the \$300 dues with a note stating that the assessment was paying salaries, he refused to pay the delinquent charge, and no work has been done on his road for three years. Mr. Deaver pointed out that Iroquois Loop was in A-plat and those roads were in good shape.

Mr. Burdette suggested that Alan Powell speak with the owner as the area rep. Mr. Foster remarked that Carol would continue to bill the late fee and if it is not paid, it could eventually become a lien on the property.

Mr. Foster announced that he would be out of town for the next meeting in June.

The meeting of the Pine Meadow Owners Association Board adjourned at 8:31 p.m.
