

PINE MEADOW RANCH OWNERS ASSOCIATION  
MONTHLY BOARD MEETING  
SHELDON D RICHINS BUILDING  
KIMBALL JUNCTION  
JANUARY 15, 2019

In Attendance: Pamela Middleton – President; Tom LeCheminant, Vice President; Jan LeVitre, Secretary; Jonathan Hoffman (Area 1); Nicole Irving (Area 4); Bruce Hutchinson (Area 5); Byron Harvison (Area 7); Joe Pagel (Area 3) via telephone. Ted Bonnitt (Area 6) joined the meeting late via telephone.

Ex Officio: Jody Robinson, Ranch Manager; Randy Larsen, Assistant Ranch Manager; Robert Rosing, HOA Counsel; Alan Powell, fire committee and North Summit Fire District.

Excused: Andrew Pagel, Treasurer; Jeremy Jespersen (Area 2)

Guests: Paul and Michelle Sutor, PI-G-36; Wendall Whitehouse and Susan Purcell, 1396 Navaho Road; Jim Mador, PI-B-36; Ryan Perry, G-11; Rachel Sharwell, FM-C-56; Amber Martinez; Tim Williams, PI-D-53; Stephanie Coleman, FM-C-59; Marty Jemison, PI-C-66; Josh Lane, PI-G-14

Pamela Middleton called the meeting to order.

### **Approval of Minutes**

December 18, 2018

Jan LeVitre noted that near the top of the Minutes she was referred to as Mr. LeVitre rather than **Ms.** LeVitre.

MOTION: Pamela Middleton moved to Approve the Minutes of December 18, 2018, as corrected. Tom LeCheminant seconded the motion.

VOTE: The motion passed. Byron Harvison and Bruce Hutchinson abstained since they had not attended the December meeting.

### **The Rules and Fine Schedules**

Ms. Middleton assumed the Board had reviewed the two schedules and she asked if anyone had changes or recommendations.

Ms. LeVitre referred to Rule 8.1 which talked about any alteration, including any remodeling, painting, or repairs. Landscaping shall be completed in compliance with requirements of the Lot Improvement Plan application. She asked if any of those items would require the Lot Improvement Plan application, or whether they just need to follow the Guidelines as specified. Ms. Middleton assumed it meant that the Guidelines need

to be followed as specified. Robert Rosing explained that once a Lot Improvement Plan is submitted, anything done as part of that Lot Improvement Plan needs to follow the approved plan. Nicole Irving used the example of changing her house from brown to dark green. She thought it would be acceptable because it is within the colors allowed by the Guidelines.

Ms. LeVitre wanted clarification because based on their CC&R discussions, she thought it sounded more restrictive than what they intended. She thought the language should closely match the CC&R discussion, whereby smaller items only need to follow the Architectural Guidelines and would not require a Lot Improvement application. Mr. Rosing suggested language, "Any alteration or modification that requires a Lot Improvement Plan needs to follow that Lot Improvement Plan". They should then define what requires a Lot Improvement Plan. Mr. LeCheminant stated that new building construction and expansions would require a Lot Improvement Plan. For painting and roofs, the owner should notify the Board. Mr. Rosing drafted language stating, "New construction, additions or expansion required a Lot Improvement Plan. Any alteration or modification that requires a Lot Improvement Plan must be completed in compliance with the requirements of the Lot Improvement Plan."

**Jonathan Hoffman arrived.**

Ms. Middleton suggested adding language about meeting the Architectural Guidelines. The Board agreed.

Ms. LeVitre referred to language regarding fences, gates, and other items that would be allowed versus not allowed. She asked if non-compliant structures currently on the Ranch would be grandfathered. Ms. Middleton answered yes. Ms. LeVitre questioned whether that was clear in the document. Mr. Rosing clarified that non-compliant structures that were approved are grandfathered in. Ms. Middleton thought that was a good caveat because some non-compliant structures were never approved. Ms. LeVitre stated that if an item, such as decorative gates, was not previously addressed in the Guidelines, the owner would not have obtained approval because it was not required at the time. Mr. Rosing stated that under those circumstances it would not have been an unapproved structure when it was built.

Ms. Irving reported that Bill Benelli, Lot E-85, had sent her a list of suggested changes. Under Rule 3.1, Mr. Benelli wanted to know whether contractors, delivery personnel, and workers were also subject to these rules; or whether it was just the owners. Mr. Rosing was willing to add contractors, delivery personnel, and workers. He pointed out that they were already subject to the rule if they were working on the Mountain, but he would add it for clarification. Mr. Irving stated that under Rule 4.4 Mr. Benelli asked if

instituting legal action could also include legal fees. Mr. Rosing replied that legal fees were included in Rule 4.6. Ms. Irving noted that Mr. Benelli had asked about a \$500 fine for the first violation, and \$1,000 for the second violation. Ms. Irving personally thought that was too intense. Mr. Rosing stated that they could increase the amounts, but the fines need to be reasonable. He suggested that they first try the numbers in the Fine Schedule. If they are not sufficient to deter the violations, they could be increased.

It was noted that the fines are the same for all violations across the board. Mr. LeCheminant thought the fine should be higher for construction vehicles or large trucks that block the road. Mr. Rosing was not opposed to increasing the fine for those types of violations. Mr. LeCheminant wanted a monetary fine for the first violation. Mr. Rosing stated that they are required to give a warning for the first violation per State Statute.

Ms. Middleton remarked that the Board votes on adopting the Rules and the Fine Schedule. However, there would be an open forum at the end of the meeting for public comment and questions. Ms. Middleton stated that 15 days ago a post card was sent to all property owners announcing that the Board would be adopting the Rules and Regulations and the Fine Schedule. It was also posted on the website and on the Facebook page. Everyone was given notice and they had the opportunity to review the documents and submit their comments. Ms. Middleton stated that the Board would approve these documents with the changes incorporated this evening; and the approved copy would be sent to all the property owners. She noted that the Rules will apply to everyone on the Ranch. The Architectural Guidelines were for new construction or additions.

Mr. Rosing noted that Mr. LeCheminant had suggested that they carve out the general fine structure and have a higher fine structure for parking on the road or driving box trucks up during the winter. Mr. LeCheminant stated that another issue is that construction on one house has six or eight vehicles parked on the road. He believed each car should be fined separately. The first day they are given a warning. If they park on the road the second day, each car should be fined \$250. Mr. Rosing explained that there are two types of violations; a continuing violation and a non-continuous violation. Parking where parking is not allowed is a non-continuous violation because the car is moved and then returns. Once the initial warning is issued, the HOA can fine for every additional day; however, they can only fine once for a particular violation. Illegal parking is one kind of violation and they cannot fine for all six cars. Mr. Hutchinson pointed out that once the owner has been notified, the HOA could fine for any subsequent time. For example, if they are warned in January of the parking violation and the violation occurs again in February, they could implement the fine without issuing another notice. Mr. Rosing stated that if the intent is to put pressure on

the people who continually park multiple cars on the street, the solution would be to make a fine for parking violations separate from the regular fine schedule. Ms. Middleton was cautious about punishing a single owner who parks on the road for one day the same way as a construction site or a party house. Mr. Rosing replied that the single owner would get a warning and hopefully they would not do it again. He suggested that the later violation for an owner who has more than three vehicles improperly parked on the street could be a larger fine amount. He was willing to add that language if the Board was in agreement. Mr. Harvison stated that repeat offenders would repeat the offense and the fine would escalate. He did not believe they needed to change the fine schedule. Ms. Middleton agreed. Mr. Hutchinson wanted to know who would enforce the fine. Mr. Rosing replied that everything would go through Carol and she would send the email and the letter. Carol would be the clearinghouse. Mr. LeCheminant stated that if he sees a violation he will take a photo and send it to Carol with the date, time, and Lot number.

Mr. Hoffman commented on the discussion in 4.6 stating that owners in violation of the rules will be assessed and shall pay all legal fees, collection costs, and management fees. He asked if there is a violation and the owner contests it to the Board and the Board reviews the evidence, he asked if legal fees would be accruing against the alleged parties if Mr. Rosing was present. Mr. Rosing answered yes, but only if he was present. He did not anticipate being present unless the Board requested his presence. Typically, he would just advise the Board on how to handle the hearing and the procedure they should follow. If the owner loses the argument they would still be responsible for the legal fees. Mr. Hoffman suggested adding language clarifying that arbitration should be pursued initially without an attorney. Ms. Irving thought there was already language stating that it would go to a Board meeting first and then to Small Claims Court if the owner wanted to pursue it further. Mr. Rosing remarked that arbitration would be much more expensive than having him attend a Board meeting. If someone wants to contest a fine they should send an email to the Board stating that they are contesting the fine and they would like a hearing. The Board is required to hold a hearing and the owner has the opportunity to present their evidence and to bring witnesses. Based on the evidence presented on both sides, the Board makes a decision. If the owner still believes they are being improperly fined, they can file a lawsuit to contest the fine.

Mr. Rosing stated that if the Board wanted to carve out attorney's fees at the Board hearing level he would take it out. Mr. Harvison thought it made sense to remove it from an Administrative Hearing. Ms. Irving thought they needed to clarify that the first step is an Administrative Hearing to minimize the legal costs. Mr. Hoffman pointed out that these rules will be in place for future Boards to enforce. Mr. Rosing advised that an Administrative Hearing is not an argument. The Board invites the owner to come in and

explain why he or she disputes the violation and to present evidence to support it. After the owner has his say and presents his evidence, the Board should discuss it and make their decision. They should not argue with the owner.

Mr. LeCheminant asked about someone who neglects to turn in a Lot Improvement Agreement and starts building a structure on their lot. Mr. Rosing stated that it would be considered a continuing violation because the construction was not approved as required. He explained that because a continuing violation is part of the fix, the Board should allow the owner time to fix the violation. In a continuing violation, the offender should only be fined every ten days. Mr. Rosing remarked that the rules and requirements for fines are laid out by Statute.

Ms. LeVitre understood that in this set of rules the Board was not restricting the size of a house; but once the size exceeds 3500 square feet it will be charged at the higher rate for impact fees. Mr. Rosing replied that she was correct. That rule is stated in the Architectural Guidelines. Ms. Irving did not think they were talking about the Architectural Guidelines in this discussion. Ms. Middleton agreed that they were only talking about the Rules; however, they are all in one document.

Ms. Irving stated that Bill Benelli had a question on Item 7 of the Architectural Guidelines relating to Road Access. Mr. Benelli did not believe the Board should outlaw all trailers all winter. HOA owners use snowmobile trailers and he was opposed to the language stating "no trailers of any kind". The Board members thought Mr. Benelli made a good point. The suggestion was made to change it to a gross vehicle weight limit. Ms. Irving remarked that Mr. Benelli was also adamant about the language stating "only pickup trucks" when it is unclear how long construction will take. However, Ms. Irving thought it was a safety hazard. Ms. Middleton agreed that it was a safety hazard. She thought the Rules stipulated "when snow is on the ground". Ms. LeVitre noted that the language specifies "November through May". It does not address snow on the ground. Mr. Hoffman pointed out that keeping to the letter of that statement, cars would not be allowed. Ms. LeVitre noted that there is language in a separate Rule that reads, "When roads are snow covered chains are required". Snow is not mentioned in the Rule they were discussing. Ms. Irving clarified that Mr. Benelli expressed concern that eliminating winter construction traffic would double the amount of summer construction traffic.

Mr. Rosing understood there was consensus to carve out some trailers. The Board agreed. Ms. Irving asked if the language was in reference to construction. Ms. Middleton replied that it related to construction traffic. Ms. Irving asked about plumbers or other services that drive box trucks. She was told that two-wheel *drive* box trucks, even with chains, should not be on the Mountain during the winter. Mr. Rosing recalled

that the Board previously decided to permit box trucks with four-wheel drive and chains. Mr. LeCheminant agreed, as long as it had both four-wheel drive and chains. The Board commented on construction trucks that could meet that description. Mr. Hoffman thought it should be limited to no more than two axels, and four-wheel with chains. The Board agreed. Mr. Rosing would re-write the language to state that only box trucks with chains on all four wheels are permitted. He would also revise the language to allow snowmobile trailers. Mr. LeCheminant asked if they should limit the length of a box truck. Mr. Rosing thought that prohibiting large construction vehicles and specifying box trucks with chains on all four wheels was a good compromise. He pointed out that if someone calls a plumber there is no way to enforce it, but if the truck slides off the road they would know immediately whether it had chains. If no chains, they could issue a warning.

Mr. Rosing noted that the Board needed to vote on the changes, but not before they take comments from the owners. They could either hear the comments now or wait until the end of the meeting to vote. Ms. Middleton preferred to take comments at the end and then vote.

### **Fire Station Update**

Alan Powell provided an update on the Fire Station plans. After 7-1/2 months they finally have an appraisal for the lot. The appraisal was on three acres that was carved out of the 17 acres of HOA land. The appraisal was \$15,000 for that 3 acres. Mr. Powell submitted the appraisal to the State to begin the condemnation process. He wanted the Board to be aware that at some point the State will offer the HOA \$15,000 for the three acres of land.

Mr. Powell noted that the previous iteration was a plan to lease the land; but that did not work. However, the price was exchanged for the temporary station that was built. Mr. Powell stated that they were going on the assumption that the process will be the same. The temporary station that will eventually be housing for the grader and for the HOAs use will be the \$15,000 payment for the lot.

Mr. Powell reported that the land will not have a building right initially; therefore, Summit County will have to go through the process of assigning a building right.

Ms. Middleton asked if Mr. Powell needed someone from the HOA to check in periodically to see if the process is moving forward. Mr. Powell replied that the HOA was free to follow up, but he intended to stay involved. He would contact the State every week or so to push it through so it does not sit on someone's desk. Mr. Powell was unsure how they would revisit the payment agreement. Mr. Rosing asked if there

was a previously agreed upon agreement. Mr. Powell answered yes, it was a 100-year lease that was actually signed. However, the East Summit County Board decided to own it. He had a copy of the lease available for Mr. Rosing to review. Mr. Powell noted that the CC&Rs prohibit selling land to a public entity so the HOA was not allowed to sell it directly.

### **CC&R Update**

Mr. Rosing stated that the only update was that the CC&R committee and many of the Board members met in his office to review the draft CC&Rs. It was a great conversation and they made a lot of progress. He still needed to incorporate the edits. The first public meeting would take place in February. The date will depend on when the room at the Library is available and when Mr. Bonnitt is able to fly in to attend

### **Communications Update**

Ms. LeVitre reported that the Board email was set up and it appeared to be working, because most of the Board members received information for this meeting and Carol had been using it as well.

Ms. LeVitre stated that she was still working on setting up the drobox. She and Carol encountered technical issues, but once the dropbox is set up the Board would be able to access the documents. She assumed Carol would also continue to send the documents via email.

Ms. LeVitre remarked that the Board text list issue that was raised at the last meeting was how someone in the community informs the Board about a major issue that others should be alerted to. She had set up an email called Tollgate Info at Pine Meadow Ranch.org, which will forward to her phone as a text. Mr. Bonnitt had also agreed to be a backup on the text system for emergency or informational texts. Ms. LeVitre stated that before sending any texts of that nature, they would first check with Jody Robinson and/or Pamela Middleton.

Ms. LeVitre stated that as a community member she would like to receive a text on her phone with a link that would take her to the meeting agenda on the website. Ms. Middleton remarked that last month Ms. LeVitre sent out a text with the next Board meeting date. Her neighbors also received that text and she kept getting asked if it was an important meeting and what it was about. She noted that her neighbors did not understand that it was only informational and thought it was a meeting they had to attend. Ms. Middleton was not opposed to having people attend the meeting because the Board meetings are open to everyone, but she was concerned about people

thinking there was an urgent need to attend. Ms. LeVitre believed that after a few months people would realize it was a monthly Board meeting reminder and they would only attend if they wanted to come. She preferred to continue sending the text. Ms. Middleton asked the Board for their thoughts. The majority of Board members were in favor of sending the texts. Ms. LeVitre noted that everyone who receives the texts opted into getting them because they want to know what is going on in Tollgate. She only intended to send two texts per month; one about the Board meeting and the second with information about CC&Rs, or a blocked road, etc.

MOTION: Jan LeVitre moved to send out the Board meeting agenda on a monthly basis in a reminder text to those on the Tollgate list. Tom LeCheminant seconded the motion.

Mr. Hutchinson asked if the text would be sent to all owners. He was told it would only be sent to those who had opted into the text program. Ms. LeVitre clarified that this was a very specific informational text. The emergency text is completely separate.

VOTE: The motion passed unanimously.

**Ted Bonnitt joined the meeting via telephone.**

### **New Construction**

#### Stop Work Order – Deer Meadows DMS-4

Mr. LeCheminant stated that Summit County had filed a Stop Work Order, but the person who issued the Order was on vacation and Mr. LeCheminant was not able to reach him. Mr. LeCheminant was told that as soon as the owner received the Stop Work Order he went to Summit County the next day to apply for a building permit. Mr. LeCheminant noted that the owner had not contacted anyone on the Board or the Architectural Committee. He asked if they should have Carol send a letter to everyone in Deer Meadows informing them that they are part of Pine Meadow Ranch and they are required to follow Pine Meadow rules and requirements.

Mr. LeCheminant noted that typically Carol would not send a water letter until the Lot Improvement Plan and all documents have been submitted to the Board. Since Deer Meadows has its own water it presents an issue. Mr. Rosing recommended that the HOA send the owner a letter indicating that the Board is excited they are building a house and look forward to reviewing their architectural plans. Mr. Rosing offered to review the letter before Carol sends it out. Mr. LeCheminant would have Carol contact Mr. Rosing.



Stop Work Order – Bull Moose FM-B-36

Mr. LeCheminant reported that a Stop Work Order was issued to the property on Bull Moose and the owner is moving forward in an effort to be compliant. The owner sent an email to Summit County and cc'd Mr. LeCheminant. In his email, the owner indicated that he had new architectural plans and he wanted to make sure they would be approved by the County and the HOA. He had not yet submitted his plans to the Architectural Committee.

Josh Lane – PI-G-14

Mr. LeCheminant noted that Mr. Lane had sent an email showing his new plans, but the Board needed a hard copy. Mr. LeCheminant had not had time to review the submitted plans. Mr. Lane stated his plans were sent late because his architect had a death in his family. Mr. Lane noted that his fees had already been paid. Mr. LeCheminant would review the plans and follow up with Mr. Lane.

Cabin size limitation – Mansion style

Mr. LeCheminant reported that they were working on restricting the size of the structure to the size of the lot in the CC&Rs. It would be based on a percentage of the footprint.

Abandoned Buildings and Trailers

Mr. LeCheminant recalled that Mr. Hutchinson had mentioned a trailer near his property that was caved in. Mr. Hutchinson stated that the issue had been resolved since the last meeting.

Mr. LeCheminant referred to a house that has not been occupied for years on the end of Iroquois Loop. Another house on the back of Willow Way has been empty for years. Mr. Rosing remarked that the current CC&Rs require that homes are to be maintained. If the homes have not been maintained, the HOA had two options. Once the fine schedule is adopted they could fine the owner because it is a continuing violation. Another option is to file a lawsuit. Mr. LeCheminant stated that for the house on Iroquois Loop, the parents passed away and the children are not interested. Mr. Rosing assumed the children would notice they were being fined. Carol should send a warning letter before the fine is implemented.

New Home on Willow Way – PI-E-16

Mr. Hutchinson asked about the Willow Way issue. Mr. LeCheminant replied that the easement is across Pine Meadow Mutual Water Company (PMW) property, and they have an agreement with PMW. Mr. Hutchinson asked if it were two lots that belong to the owner. Mr. LeCheminant answered no. It is one big lot and their driveway comes across Pine Meadow Water property.

Mr. LeCheminant noted that the house on Willow Way is approximately 3,000 square feet and the design is cabin style. The materials comply but there were questions regarding colors. When Mr. LeCheminant and Mr. Pagel were reviewing the plans the red color looked different between the two laptops. Mr. LeCheminant would clarify with the owner. He recommended Board approval.

MOTION: Tom LeCheminant moved to approve the plans for a 2,997 square foot cabin on PI-E-16, Chris O'Rourke is the owner.

Mr. *Pagel* asked if it was possible to get a sample of the material to be clear on the actual color. Mr. LeCheminant stated that he would clarify the colors before allowing the owner to continue with construction. He also wanted the owner to sign a new Lot Improvement Agreement. Mr. *Pagel* requested that the motion be contingent on clarification of the colors.

Mr. Hoffman was not comfortable voting without seeing the material and color. He preferred to vote online. If the Board chose to vote this evening he would abstain. Ms. Middleton remarked that the Board typically relies on the Architectural Committee to make the recommendation and approve the plans before it comes to the Board.

Mr. LeCheminant offered to send the materials to the Board before they vote.

The motion was withdrawn.

#### Addition on PI-I-13

Mr. LeCheminant noted that the proposed addition was approximately 522 square feet on a Modified A-frame. He recommended Board approval.

MOTION: Tom LeCheminant moved to Approve the 522 square foot addition on Lot PI-1-13, Orville Rice is the owner. Bruce Hutchinson seconded the motion.

VOTE: The motion passed. Jonathan Hoffman abstained because he was unfamiliar with the property.

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

Jody reported that he and Randy were primarily doing snowplowing and sanding.

The dump truck was back on the Ranch and all the equipment was running well.

Mr. LeCheminant stated that the water truck was waiting for the crank. Carol thought the cashier's check may have to be re-issued because it was dated 2018, but she would check to make sure. Mr. LeCheminant reminded everyone that the problem was an oiler on Cylinder #3 that was bent was failing to oil the cylinder.

Mr. Hoffman asked Jody how everything was going with the contracted snow plower for Forest Meadow. Jody replied that so far everything was going smoothly.

Mr. Page/ asked if anyone had heard from the Water Board about the issue discussed at the last meeting; whereby people paid their 2018 usage at the new 2019 rate. Mr. LeCheminant replied that if the Water Company Attorney confirms that the Water Company has been using that billing method for years, the Water Board will continue with the same process. He had not heard anything to the contrary.

### **Open Forum**

Ms. Middleton noted that this was the opportunity for non-Board members to comment on the Rules, the Architectural Guidelines, and the Fine Schedule.

Michelle Suitor, PI-G-36, understood that only the owners could be fined; however, most times the owners try to be diligent. She was currently building on her lot and her contractor told her personally that he will do whatever he wants regardless of regulations. She had no way of knowing his attitude until after she signed a contract and now she is stuck with this contractor. Ms. Suitor stated that she informs the subcontractors herself that four-wheel drive and chains are required. She even offered to meet the contractors at the bottom and drive them up herself. She did not believe it was always appropriate to fine the owner because someone else is a repeat offender. If the owner can show they are being diligent, there needs to be a process for appealing the fine. Mr. LeCheminant stated that there already is the ability to appeal a fine. Mr. Rosing stated that the owner is always allowed to present evidence. He thought it was important for the owners to understand that the only way the HOA can get to the contractor is through the person who hired him.

Susan Purcell, Lot C-36 & 37, understood that the Board was setting up Rules that they

intend to use for everything. The Rules cover three broad categories; damage to the Mountain, parking and roadways, and construction. However, she thought the Rules were missing issues such as noise and fire. Ms. Purcell commented on a letter she had received from Dan Heath, which the Board told her was unofficial and unauthorized. Mr. Rosing noted that Dan Heath was no longer on the Board and anything he sends is unofficial and not necessarily accurate.

Ms. Purcell stated that it was still confusing because other items in those three topics have not been addressed. Mr. Rosing explained that the Fine Schedule applies to all violations and includes construction, parking, the nuisance provisions in the CC&Rs and any other violations of the current governing documents. All violations are wrapped into the Fine Schedule. Ms. Purcell remarked that the document would have been clearer if they had said the Board was establishing fines under broad categories with a catch-all "other violations". Mr. Rosing pointed out that at the top of the document it states, "all violations of the governing documents are subject to this Fine Schedule".

Ms. Purcell explained the reason for her confusion was because the Fine Schedule was attached to the three categories and then they added the Architectural Guidelines. Ms. LeVitre remarked that the two documents were included together because the Board was voting on both this evening; but they are two separate documents. Mr. Rosing stated that anything the Board adopts is a Rule; and that includes Architectural Guidelines, Fine Schedules, winter driving, parking, etc. The intent was to make it easier to understand what the Board was adopting. He noted that one document addresses Architectural Guidelines for the Mountain and the other are rules and enforcement. Ms. Purcell thought she understood and thanked the Board for their clarification.

Ms. Purcell referred to the Board's discussion about service providers, such as propane delivery, versus the actual construction on a project. She suggested that they make the differences clear.

Wendall Whitehouse, C-36 & 37, thought the non-construction issues could be easily handled differently than the construction issues. Propane or a trailer for snowmobiles, were completely different and he suggested separating the rules that are only for construction.

Alan Powell clarified that the fines for fire violations were specifically stated in the Fire Regulations. There is no warning and the first offense is \$500. He asked if the new Fine Schedule overrides the current fire fine schedule. Mr. Rosing answered yes. He would like to keep the original fire schedule, but the State Fining Statute does not allow the ability to automatically fine without a warning. Mr. Hoffman thought they could

change the structure to have \$500 be the first level for fire violations after the warning. Mr. Powell noted that the fines for fire violations have been as high as \$2500. Mr. Rosing suggested that the Board address the fine levels for fire at another meeting. Mr. Powell agreed that this was not the time to have that discussion. He only wanted to make the Board aware that fire violations have their own fine schedule.

Paul Suitor, PI-G-36, asked for clarification on the chain requirements. He has chains in his vehicle but he has never used them. He only slid off the road in mud season when chains would not have helped. Ms. LeVitre understood that Mr. Suitor was noting that there was no distinction in the language between having chains on the vehicle or in the vehicle. Mr. Suitor thought there needed to be clarification because he was not going to put chains on his vehicle every time he drives on the road. Ms. LeVitre did not believe that was the expectation, especially if people have snow tires.

Mr. Suitor stated that he has a flat-bed trailer. It is not a snow mobile trailer but his trailer weighs less because most snowmobile trailers are enclosed. He thought the Board needed to make that clarification as well. He pointed out that his trailer is a 16-foot flatbed, which is what most contractors use. Mr. Suitor felt the problem was that 70% of the homeowners need to approve the CC&Rs and they may not like all the restrictions being proposed. He thought the Board would have a difficult time with enforcement and getting the CC&Rs approved.

Ms. Middleton appreciated the input. She noted that the restrictions were about safety. Mr. Suitor stated that he did not want to be fined when he took the appropriate steps but his contractor disregarded the rules. Mr. Rosing was unsure how it could be handled otherwise. If a property owner hires a contractor, neither the Board nor the HOA has a relationship with that contractor. They only have a relationship with the property owner. Therefore, the HOA pressures the owner to put pressure on their contractor. Mr. Suitor thought they should instead look at not allowing specific contractors to be approved on building plans.

Mr. Rosing stated that in addition to trucks in the winter, another problem were cars speeding in the summer. Mr. Rosing remarked that there are many vehicular issues in Tollgate but the tools of enforcement are limited. He understood Mr. Suitor's frustration. Ms. Suitor pointed out that their contract states that the contractor can hire any subcontractor they choose. Nothing in the contract states that the contractors must abide by the HOA rules. Ms. Suitor thought it would be helpful if that could be a requirement when the Board approves building plans. Mr. Rosing thought Ms. Suitor made a good point. It was noted that the contractor has to sign the Lot Improvement Agreement. If the Suitor's contractor signed the Lot Improvement Agreement, he agreed to abide by the rules.

Ryan Perry, Lot G-11, stated that he is new to the Ranch and it appeared to him that the Board was implementing rules to take care of a few issues with construction vehicles. However, he felt it was highly restrictive and he wanted to know the actual goal and what they were trying to accomplish. He came to the Ranch to live in a mountain community where he would have more freedom. He did not expect to do whatever he wanted, but he would live in a cookie-cutter neighborhood in Park City if he wanted to be bound by heavy restrictions. Mr. Hutchinson stated that 20 years ago he would have been able to live freely, but now there are 650 owners and the Board needed to set rules.

Ms. Middleton stated that safety is the over-arching goal when it comes to fire, roads, and other issues. Another goal is to maintain a mountain environment community. The issue is how to create a balance between being a safe neighborhood and still have the freedom of being in the mountains.

Someone asked if it was possible for an owner to contact their Area Representative to let them know they were expecting a delivery, such as furniture, and the truck would be parked on the road until the delivery is complete. The Board thought that could be possible as long as people were willing to inform the area rep.

MOTION: Pamela Middleton moved to Approve the Rules and Fine Schedule and the Architectural Guidelines with the edits as discussed this evening. Mr. Rosing would incorporate the edits and send to the Board by Friday for review.

Mr. Hutchinson thought they should wait until the Board had the opportunity to review the edits in the document before voting. Ms. Middleton noted that minor changes could be made or the Board could vote again if the changes were major. Ms. Middleton reiterated her motion.

MOTION: Pamela Middleton moved to Approve the Rules and Fine Schedule and the Architectural Guidelines with the edits as discussed this evening. Mr. Rosing would incorporate the edits and send to the Board by Friday for review. Jan LeVitre seconded the motion.

VOTE: The motion passed unanimously.

### **Monthly Budget Review**

The Board reviewed the unpaid bills detail.

Pine Meadow Ranch Owners Association  
Monthly Board Meeting  
January 15, 2019  
Page 15

MOTION: Pamela Middleton moved to Approve payment of the Unpaid Bills as presented. Tom LeCheminant seconded the motion.

VOTE: The motion passed unanimously.

The meeting of the Pine Meadow Owners Association Board adjourned at 8:05 p.m.

---