

Approved
March 20, 2018
as written

PINE MEADOW RANCH OWNERS ASSOCIATION
MONTHLY BOARD MEETING
SHELDON D. RICHINS BUILDING
KIMBALL JUNCTION LIBRARY
FEBRUARY 20, 2018

In Attendance: Tony Tyler – President; Tom LeCheminant - Vice President; Pamela Middleton, Secretary; Andrew Pagel, Treasurer; Jeremy Jespersen (Area 2); Joe Pagel (Area 3); Bruce Hutchinson (Area 5); Kirby Wilson (Area 6); Byron Harvison (Area 7)

Ex Officio: Jody Robinson, Ranch Manager; Robert Rosing, HOA Attorney

Excused: Jonathan Hoffman (Area 1), Jeremy Jespersen (Area 2); Robert Walthall (Area 4)

Guests: David Judd, Lot FM-C-65; Kaylene Kotter, Lot FM-C-78; Bill Bennelli, Lot E-85. Chad, Emilee, and Addie Krupa, Lot E-87; Peter Tilton, Lots FM-C-83 & 84; Ethan Lamiman, FM-D-158A

Tony Tyler called the meeting to order at 6:30 p.m.

Approval of Minutes

January 16, 2018

MOTION: Pamela Middleton moved to APPROVE the minutes of January 16, 2018, as written. Kirby Wilson seconded the motion.

VOTE: The motion passed. Tony Tyler, Jeremy Jespersen, and Bruce Hutchinson abstained since they were absent from the January 16th meeting.

New Construction/Additions

Lot FM-C-78

Tom LeCheminant stated he had reviewed the plans for David Judd and made a few suggestions and clarified colors. It would be built the same as the existing cabin. Mr. LeCheminant passed around the drawings of the floor plans and the views. He found no issues with the proposed plans. The structure would have brown siding and a steel construction rusted brown roof.

Mr. LeCheminant stated the plans were reviewed by the Architectural Committee; which was originally himself, Bruce Hutchinson and Dan Health. Since Dan Heath is no longer on the Board, they needed another person. Kirby Wilson volunteered to be on the Architectural Committee.

Mr. Tyler stated the Board could officially add Mr. Wilson to the Architectural Committee under New Business later in the meeting. Mr. Tyler stated that going forward, he would prefer that the three Architectural Committee members review the plans prior to the meeting, and provide a brief overview and recommendations to the Board at the meeting.

Mr. Tyler asked if the roofing material was stated as galvanized or whether it would be plain. Mr. Judd replied the steel material should rust within 30 days. Mr. Tyler asked about the septic tank. Mr. Judd stated that Summit County had already been out to look at it. The septic tank is already designed. It is a conventional system.

On behalf of the Architectural Committee, Mr. LeCheminant recommended the Board approve the plans as submitted.

MOTION: Tom LeCheminant moved to Approve the building plans for Lot FM-C-78 as submitted. Bruce Hutchinson seconded the motion.

VOTE: The motion passed unanimously.

Mr. Judd clarified that Lot FM-C-78 is actually under Kaylene Kotter's name. He wanted to make that clear for the accuracy of the paperwork.

Mr. Tyler asked if Mr. LeCheminant had received the signed Lot Improvement Plan and Agreement and the impact fee. Mr. Judd stated that he would be sending the check to Carol. He had also spoken to Carol about paying for the water connection.

Mr. Hutchinson asked Mr. Judd if he was aware of the seasonal restrictions on the Ranch for building. Mr. Judd stated that he has lived in Tollgate for approximately 11 years and he was familiar with the restrictions. He had also read the policies that were posted online.

Lot E-87

Chad and Emilee Krupa, Lot E-87, stated that they were new owners on the Ranch. They previously lived in Las Vegas and were currently living in Delta. They had submitted plans to build on the Ranch.

Mr. LeCheminant had reviewed the plans. He passed around samples of the siding material, but it was not the color they would be using. Mr. LeCheminant had asked them to provide a plot plan off a road map with the lot highlighted. Emilee stated that the

siding color would be a natural cedar, similar to the neighboring house.

Mr. LeCheminant had the signed Lot Improvement Plan and Agreement. Premier Remodel is the general contractor. Emilee noted that the contractor has built in Summit County but not on the Ranch. They plan to begin building as soon as the weather permits.

After looking at the plans, Mr. Tyler informed Chad and Emilee that Summit County would not allow two driveway entrances. He believed the lower entrance on Navajo looked too close to the intersection. Summit County does not allow a driveway within 50 feet of the intersection. Driveways are restricted to one entrance with very specific requirements. He was certain that the County would not approve the circular driveway they were showing.

Mr. Hutchinson informed Chad and Emilee that their road would not be paved. It was also noted that they were not on the HOA plow route. Mr. Hutchinson also asked if they had a water letter. Chad stated that he had contacted the Water Company, but he was not sure if they had the actual water letter. Emilee stated that they pay \$60 per month, but she was unsure what the payment was for. Mr. Tyler replied that it was a standby assessment. They would have to activate their water share and the Water Company would have to install the water meter for an additional fee. Mr. Hutchinson recommended that they communicate with the Water Company regarding the costs.

Mr. Tyler asked if the septic tank was shown on the site plan. Chad stated they did have a septic tank, but it was not shown on the site plan.

Mr. LeCheminant stated it would be custom painted LP siding in a natural wood color, with black asphalt shingles. He typically recommends metal roofing. Emilee noted that they originally wanted metal, but the builder thought it would be too expensive because of the pitch of the roof. Mr. Tyler stated that it is expensive, but it is worth the cost. He would recommend a metal roof.

On behalf of the Architectural Committee, Tom LeCheminant recommended approval of the building plans.

MOTION: Tom LeCheminant moved to Approve the building plans as submitted for Lot E-87 as proposed. Joe Pagel seconded the motion.

VOTE: The motion passed unanimously.

Ranch Manager's Report

Jody Robinson reported on a mishap in Forest Meadows the day before. They needed to call a tow truck to get the truck out of the ditch, which cost the Ranch money for the tow as well as repairs on the truck. Mr. Tyler stated that it was better to run the truck into the ditch than to run someone else off the road. Jody explained that Randy made the decision to get out of the way of a car and fell off into the ditch. Jody stated that he needed to purchase two plow brackets that hold the plow on to the truck. Both brackets were twisted. The tow bill was \$400.

Mr. Tyler noted that Jody had contacted him for permission to schedule a tow truck because they had tried everything possible to get the truck out themselves. Mr. Tyler told them to schedule the tow.

Jody reported that they were doing snow removal and maintenance on the equipment. He had nothing else to report. He would get a cost estimate for the plow brackets.

Mr. Tyler asked if Jody anticipated any major projects coming up. Jody answered no.

Mr. LeCheminant stated that he would obtain pricing for the roller, the 4 x 4, and a mini-excavator for the summer. He would give that information to Jody when he has it.

Water Company Report

Mr. Tyler reported that the Water Company had been trying to find an incidental leak; but he had not heard whether or not the leak was found. Jody reported that Brody and Trevor had narrowed down the location.

Mr. Tyler understood that there were pressure issues in certain locations on the Ranch where the pressure has spiked and other locations where the pressure is low.

There were no other major issues to report from the Water Company.

On-going business

HOA Member Survey

Pamela Middleton distributed copies of the Member survey she and Mr. Hutchinson had prepared for the Board to review.

Mr. Hutchinson stated that if they were going to the trouble and expense of sending out

a survey, it needed to be meaningful to a wide range of owners. Questions from the past, such as whether or not people value safety, were apparent answers that did not give the HOA new information. Mr. Hutchinson thought they needed to look to the future as to what the owners want for their lots. He questioned whether or not there were enough questions to actually do a survey.

Ms. Middleton agreed with Mr. Hutchinson. Given what they have talked about with the CC&R revisions, she did not believe the survey would provide much value. Mr. Hutchinson proposed that the Board start working on the CC&R revisions and communicate with the people involved.

Mr. Tyler asked if it was possible to conduct a survey on an unofficial basis. Ms. Middleton thought they could post a link on the website. People could click on the link and fill out the survey. Mr. Tyler pointed out, they would not achieve 100% coverage in terms of contacting all the membership, but they would at least get some feedback from the ranch owners. Mr. Hutchinson thought it was better to communicate by email rather than through the website. Mr. Tyler suggested that they could do both; distribute a link by email and set it up on the website. Mr. Hutchinson thought it was important to know who was responding. Mr. Tyler agreed that they should add a line for people to define their Lot #.

Mr. Rosing thought it was obvious that the Association could spend more money on roads. He asked if thought had been given to ramping up the road work by the Association. Mr. Hutchinson stated that the roadwork is handled within the Board every year. They have never asked the entire Ranch for feedback. Mr. Tyler explained that the individual Area Representatives drive their areas and provide a list of anticipated road projects. Jody then goes out and looks at the individual areas and creates a priority list based on his expertise. The list is always extensive, and the Board recognizes that they may not do everything on the list each year. What does not get done in one year gets done the next year.

Mr. Rosing thought the list of questions was correct and sufficient, and the survey should not be any longer. He was only suggesting that they add road work as a question. Mr. Tyler remarked that one question could ask if people are happy with the maintenance of HOA Ranch roads. If the answer is no, there could be a comment section for people to explain. It was noted that if they ask that question, a follow-up question should be whether people are willing to pay an increased annual assessment to increase the level of road maintenance. Mr. Tyler liked the idea of asking people if they were happy with the maintenance of the Ranch roads.

Someone asked how long it would take to post the survey on the website. Ms. Middleton stated that she would probably go to the Survey Monkey Website because she has never done an online survey before. Someone suggested that they use Google Forms because it is free and it works well.

Mr. Tyler stated that with the additions of the name/lot number and asking the question about being happy with the condition of the Ranch roads, he thought they should put out a link and start an unofficial survey. Ms. Middleton offered to update the survey and send it out to everyone. Mr. Tyler did not believe the survey required Board action because it is a survey for informational purposes only.

Snowplowing RFP

Mr. LeCheminant reported that one person sent in a bid before the RFP went out, but Carol has had no replies to the RFP. Mr. LeCheminant thought the RFP was too many pages with multiple stipulations. Mr. Tyler noted that Jody and Randy were plowing that section of road in the interim.

Mr. Tyler did not believe they would get a response this far into the season. Fortunately, it has been a low snow year, and Jody and Randy could continue to plow for the remainder of the season. Ms. Middleton offered to help if necessary.

Mr. Tyler stated that he would remove the Snowplowing RFP from Ongoing Business for next month. However, they should look at sending the RFP out in July, and make the membership aware that if there is no response, there is a risk that it might not be plowed. Ms. Middleton asked if she should remove it from the website. Mr. Tyler thought it could be removed for now. He suggested that she post a note on the website or on Facebook stating that the Ranch only received one proposal; and given the light snow year, the HOA Staff would continue to clear the snow along the route identified. Please be patient in the event of large snow events.

Peter Tilton, Lots FM-C-83 and 84, thought the problem with getting responses is that the RFP did not go out until January. He suggested that they note hours and the amount of plowing. He questioned why it could not be managed on a different level as opposed to abandoning it if they do not get a response. The Board had voted to have an emergency route and he believed that should be the focus moving forward for the reasons why it was approved. Mr. Tyler agreed that timing was the issue. He thought they would get a response if the RFP goes out in July or August. If they do not have a plower by October, the Board could discuss other options. Mr. Tilton was under the impression that Mr. Tyler was thinking of abandoning the idea of plowing that section if

no one responds. Mr. Tyler clarified that was not his intent. They need to get the RFP out in a timelier fashion and allow time for the Board to respond. Tom LeCheminant stated that people need to mark the end of their plow route because it has been an issue for Forest Meadow continuing down going over to Pine Meadow.

New Business

Lot Improvement Plan and Agreement Revisions

Mr. Tyler noted, Tom LeCheminant had updated the Lot Improvement Plan Agreement. He passed out copies of the draft update.

Mr. LeCheminant stated that he had highlighted things on the first three pages of the original plan. Anything highlighted were items he and Carol had talked about changing. On line two, "impact fee" was changed to "construction fee". Apparently, a State ruling says, if "impact fee" is used, they need to show where the money was used for the specific impact. Mr. Rosing was not aware of that particular ruling. It was true for re-investment fees, but he was not aware of anything related to impact fees. Mr. LeCheminant noted that the term was changed to "construction fee". Mr. Rosing thought it was an acceptable change.

Mr. LeCheminant noted the items in paragraph 3 were bundled together and often times some items were missed. They tried to break out the items so they were easier to identify. Mr. Tyler commented on Mr. LeCheminant's change to "all four views". He noted that in some cases homes have more than four elevations. He suggested changing the wording "all four views" to "all exterior elevations".

Mr. LeCheminant stated that he added a request for a map with the area highlighted so they could identify the location of the lot.

Mr. LeCheminant referred to the item "Driveway Culverts". He added wording, "...so the water does not run into the roads". He noted there are several places where the water comes down in the road and creates ice dams. It should be graded so the water runs off the road. Mr. Tyler did not think they had specifications for driveway culverts. They require everyone to have a culvert, but the language says, "...meeting the specifications of the PMRHOA". Mr. LeCheminant noted the language has been defined in the Lot Improvement Plan for years. Someone stated those specifications are set by Summit County Engineering. They assess where the culvert needs to be installed, and the dimensions of the culvert. Mr. Tyler suggested removing the wording, "meeting the specifications of the PMRHOA", because there are no specifications. Mr. LeCheminant

asked about the wording, "...so the water does not run into the roads." Mr. Tyler suggested saying, "The goal is, water cannot run onto the HOA road, even in the winter".

Mr. Tyler understood that the culvert needs to be at least the size of the next upstream culvert. Mr. Tyler suggested different language to say, "The driveways must be at a grade so that no water runs on to the adjacent Ranch road". Mr. LeCheminant referred to language changes in paragraph 6 of the Lot Improvement Plan agreement. They put the language requiring construction dumpsters in red to make it stand out. Regarding Item 8 and the power lines, Mr. LeCheminant added language stating that only Pine Meadow Ranch and Pine Meadow Water can excavate within the roads. If someone needs to excavate within the roads, there needs to be an agreement with the HOA that the road will be fixed to a better condition than it was. Mr. Tyler had concerns about the necessity to go into the road to connect power, but the Power Company will not come out and do it. He believed that by approving the construction plans, the HOA would allow them to go into the roadway to develop their lot. Mr. Rosing stated that if the owner has to dig into the road, or at least the right-of-way, it should be repaired to at least the same quality that it was when they started. Mr. Tyler thought the language in Item 9 addresses that issue. Mr. Rosing reiterated that they needed defined language to address repairing the road. Mr. Tyler thought they could require a post-repair inspection by the Ranch Manager. The suggestion was made for a pre and post inspection.

Peter Tilton, Lot FM-C-83, asked if it was feasible for the HOA to do the digging for construction on the HOA roads, and charge the owner the cost to pay someone to do it. Mr. Tyler thought it was possible, however, he did not want the HOA to have the liability associated with digging in the road. He was also concerned with having the HOA staff work for a private individual. Mr. Tilton pointed out, he was only talking about HOA roads. He thought it would help manage the quality issue. Mr. Tyler believed the quality issue could be handled by a post-repair inspection by Jody. He suggested adding language stating, "30 days prior to anticipated substantial completion, the general contractor is required to notify the HOA to come out and do a road inspection".

Ethan Lamiman, FM-D-158-A, stated that if they do not do a pre-condition assessment, the post condition would not hold up in court. Mr. Rosing agreed that taking pictures in advance was a better approach, but the question was whether the HOA has the manpower and the time to do that. If the answer is no, they could leave it to Jody's discretion as to whether the road is repaired sufficiently, because Jody handles all the roads and knows their condition. Andrew Pagel agreed with Mr. Lamiman. He did not understand why they would waste Jody's time on a post on-site evaluation if they have

no ability to enforce it because they did not do a pre-evaluation. Mr. Tyler believed the HOA did have the right to enforce. Mr. Rosing agreed. They do not need permission from Summit County to record a lien. Anyone can record a lien. Mr. Pagel stated that Summit County requires a pre-signature stating the intended scope of the work in order to record a lien. Mr. Tyler and Mr. Rosing disagreed. Mr. Tyler remarked that a lien can be recorded for any purpose. In this case, there would be backup to place a lien, and the person would have to fight the backup to get the lien removed. Mr. Tyler pointed out that it would also be a burden on the HOA because he would not want to file a lien and then go back and spend the time and money to release it.

Andrew Pagel also thought "roads" was an abstract concept because it includes rights-of-way, easements, etc. Mr. Tyler explained that was a simple decision. They could ask for Jody's inspection and sign off on the condition of the road immediately prior to substantial completion; or not. If they do not require an inspection, there is still nebulous enforcement ability, but it would put builders on notice that the HOA would be inspecting it. Ms. Middleton recommended adding language to that effect. Mr. Tyler agreed. He suggested that Jody use his phone to take pictures of the road when he drives by a lot under construction.

Mr. LeCheminant referred to Item 17, "no parking on the roads at any time". He sees that violation every time he drives past a construction site. Language was added, "during the wet times, the contractor and owner are responsible for all damages to the road". Mr. Tyler suggested putting both sentences in capital letters. He also suggested including the word staging. "No parking/staging on the roads at any time". "Wet times" was removed from the added language and replaced with "any time". Mr. Rosing re-wrote the language, "Contractor and owner are responsible for damages to the road. Please pay particular attention during wet times". Based on his construction experience, Mr. Tyler added, "In the event that materials are being delivered they cannot be staged on the lot itself within the boundaries of the property, the owner or contractor needs to notify the HOA of a partial road closure and to make sure safety measures are in place for vehicles." Mr. Rosing suggested adding an attorney fee provision in the agreement as a stopgap to protect the HOA in the event of any lawsuit that might arise.

Mr. LeCheminant commented on the section regarding roofing materials, and siding materials. They added language to address rock and brick. Regarding construction fees, they added language stating that checks must be submitted with documentation for approval. If not approved, money will be returned. Mr. Tyler thought the approval should be valid for 12 months. If the owner has not submitted for a building permit after 12 months, the fee is returned and the approval is withdrawn.

Mr. LeCheminant noted that Carol had asked for space to put the Lot # and site address on the Lot Improvement Plan Agreement. It was on the front page but she wanted it listed on the back of the document in case the pages were separated. There was also a place for property owner's name and signature, the email address, phone number, and the general contractor's name and signature.

Mr. Tyler suggested that Mr. LeCheminant make the changes discussed and send a copy to Mr. Rosing. He asked Mr. Rosing to review the language and add the prevailing attorney fee provision. The Board would review and approve the final draft at the next meeting.

Mr. LeCheminant commented on the electronic plans. He asked Carol to attach an electronic copy to the lot so it would be easy to locate.

Easement on Lot SS146-X.

Mr. Tyler noted that Lot SS146-X was in Tollgate Canyon. It is a landlocked piece of property that has adjacent property partially owned by the HOA. The owner of the landlocked parcel approached Mr. Lecheminant and asked to purchase the parcel. They also suggested the possibility of getting an easement for the parcel. Mr. Tyler stated that no action was being requested this evening. He only wanted the Board to be aware. He stated that the person offered to purchase the parcel for \$6,000. It was an incredibly

low offer. The land is an individual lot of record, but technically it is not within the HOA, even though the HOA owns it.

Mr. Tyler stated that additional research needed to be done. He noted that the HOA has provided easements in the past to other properties that have been landlocked. In those cases, they required very specific things. First requirement is that they join the HOA. Second is that the easement is not a perpetual easement. It is a licensed easement and the owner needs to continue paying on an annual basis to maintain access through that easement piece. Mr. Tyler asked Mr. Rosing to work with Carol to determine what has been done in the past and provide a recommendation to the Board on ways this could be resolved. He pointed out that the lot the owner was looking to access was Lot SS-146-L-5.

Andrew Pagel asked if Mr. Tyler was considering selling the parcel or granting an easement. Mr. Tyler preferred an easement versus selling. He asked the Board members for their preference. The majority of the Board preferred an easement. Mr. Tyler noted that if they grant an easement, the owner would be responsible for all attorney fees related to drafting the documents.

Architectural Review Committee

MOTION: Tony Tyler moved to Appoint Kirby Wilson as the third member on the Architectural Review Committee. Pamela Middleton seconded the motion.

VOTE: The motion passed unanimously.

Monthly Budget Review

Andrew Pagel reviewed the unpaid bills detail in the amount of \$23,251.94. Jody reported that the charge on the Capital One card was for a controller for the plow truck and a front axle for the plow truck.

MOTION: Andrew Pagel moved to Approve the unpaid bills in the amount of \$23,251.94. Tony Tyler seconded the motion.

VOTE: The motion passed unanimously.

The Board reviewed the Profit and Loss/Budget versus Actual. Mr. Tyler pointed out they were a little below 50% of the budgeted revenue collections for 2018. He thought it was good news considering it was only February.

Owner/Visitor Open Forum

There were no comments.

The meeting of the Pine Meadow Owners Association Board adjourned at 7:52 p.m.
