

PINE MEADOW RANCH OWNERS ASSOCIATION
MONTHLY BOARD MEETING
RANCH MANAGER'S OFFICE
SEPTEMBER 18, 2012

In Attendance: Hutch Foster, Dan Heath, Bob Burdette, Suzanne Larson, Alan Powell (Area 3), Tom Deaver (Area 4); Jeff Hubbard (Area 2); Mike Gonzales (Area 6); Matt Brown (Area 1); Nick Boyle (Area 7); Mark Hodgson, (Area 5)

Ex Officio: Jody Robinson – Ranch Manager.

Guests: Tony Tyler, Lot D-33; Tom LeCheminant, Lot D-29; Dan Kemper, Lot D-19.

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

Approval of Minutes

Mark Hodgson had not received the minutes. Mr. Foster assumed that Mr. Hodgson was missed in the system because he was new. Mr. Hodgson would contact Carol and provide his email address.

MOTION: Dan Heath moved to APPROVE the minutes of August 21, 2012. Bob Burdette seconded the motion.

VOTE: The motion passed unanimously.

Owner/Visitor Open Forum and Owner Communications

Dan Heath presented a letter from Carol Van Hook stating that the water company wanted her to mark her meter in case of a break, but she could not do that because the snow is being pushed over it. Ms. Van Hook asked if there was a way to carry the snow further down and push it off.

Mr. Foster asked if the Water Company had asked that specific property owner to mark her meter or if they had asked all owners. Mr. Heath believed everyone was asked and Ms. Van Hook was trying to comply.

Mr. Heath submitted a bill from last year when FMEEF hired someone to keep the emergency area open when Sam Scaling's tractor was broken. Mr. Burdette stated that the bill had been paid. Mr. Heath replied that FMEEF told him it had not been paid. Mr. Burdette would check to see when the bill was paid. He also recalled that Sam Scaling never submitted a bill for the plowing he did last year. Mr. Deaver stated that he spoke with Mr. Scaling in July and Mr. Scaling told him that he had been paid and the Owners Association did not owe him money. Mr. Burdette had emailed Mr. Scaling asking for a bill and he never responded.

Mr. Foster suggested that Mr. Burdette send Mr. Scaling another email informing him

that the Association would not honor bills from last year if they are not received within the next 30 days. All bills must be received during the next plowing season.

Mr. Deaver requested that they set aside time for an appropriate discussion on the Yurt.

Environmental Control Committee Plan Review

Nick Boyle had garage plans for Kevin Tolley, Lot PI-I-13, and a check for impact fees. Mr. Boyle understood that it would be a 20' x 28' two-car garage with electricity but no plumbing. It would have a brown metal roof. The exterior is wood siding to match existing sheds on the property, with corrugated rusted metal along the bottom. Mr. Boyle remarked that it was a simple, basic garage. Mr. Foster pointed out that the wainscot should be fairly short to fall within 10% of the total exterior. Mr. Deaver pointed out that the wainscot was showing as 3 feet.

Mr. Foster asked Mr. Boyle to check the plans for compliance with the architectural guidelines. He would also need a printed copy of the Ranch's construction agreement that details all the items for compliance. Mr. Boyle could help Kevin fill out the construction agreement once compliance has been determined.

In order to move the process along and not delay the project, Mr. Foster suggested that the Board set forth what would be required for an approval, such as specific colors, and with the help of Mr. Boyle, a calculation that limits rusted corrugated to fall within 10% of the total exterior siding of the building. If Mr. Boyle works through the requirements with the homeowner, he could approve the building. The Board concurred.

Mr. Boyle commented on the Yurt. He tried calling the owner several times and left messages telling the owner that he wanted to discuss the Yurt. Carol did not have an email address on file so there was no other way to contact him. Mr. Boyle did not believe anything further had been done with the Yurt since the last Board meeting. There is nothing on the inside and it is a wood structure with concrete cinder blocks underneath.

Mr. Foster clarified that with no water or septic tank and no excavation, it did not appear that the Yurt was moving beyond the temporary use category. He thought Mr. Boyle should continue to try to contact the owner for verification.

Mr. Boyle asked if temporary use is seasonal. Mr. Foster replied that the guidelines define temporary use as seasonal or vacation use; and the Board considers that to be non-winter. He suggested that Mr. Boyle ask Carol to send the owner a certified letter if he could not be reached by phone.

Ranch Manager's Report

Projects completed or in progress

Jody stated that he had been grading roads, cleaning culverts, digging ditches and getting everything ready for winter.

Mr. Burdette asked if Jody was working on any projects. Jody replied that all the projects were done.

Jody was asked if he could fix the large ruts at the corner on Pine Meadow. Jody explained that he has not repaired the road because of the construction related to the Water Company projects. He intends to fix the ruts once the projects are completed.

Equipment Status

Jody reported that the grader was in good shape but he would have to get a cutting edge. Jody purchased chains for the tractor and he ordered the blower, which should arrive the first of November. The cost of the blower was \$8898.74. He would need to purchase chains for the truck.

Mr. Deaver stated for the record a commendation for the Assistant Fire Chief of the Wanship Volunteer Fire Department. The fire did not threaten the Ranch but it could have easily done so. The firefighters controlled the fire in a matter of hours and he thought the Board should say thank you. Mr. Foster thought they should also include Bryce and his crew.

Water Board Update

Suzanne Larsen reported that the Water Company was starting to implement plans for the pump house on Oil Well Road. The building permit was \$3,000.

Mr. Cylvick was still working with Aspen Ridge, and they were trying to locate the last person who needed to sign the agreement. Once they get his signature the Water Company would take it over.

Ms. Larsen noted that the water was back on in I-Plat. Mr. Burdette asked for the status of the new pipeline. Ms. Larsen stated that the trenches were dug but the pipe was not yet connected. They have been working hard to complete the project. Mr. Deaver noted that the Water Company had given notice this week that they would be shutting off I-Plat until Thursday to do the fire hydrants.

Mr. Foster pointed out that the Water Company has future plans for rebuilding the pump house at Bobcat Springs. He remarked that the Owners Association needed to resolve the ownership issue on that piece of property because it could put the HOA in a position to provide more input when the Water Company decides to move forward.

Tom LeCheminant, Lot D-29, reported that in 1987 Bobcat Springs was platted as common area property. Mr. Foster explained that common area property belongs to the Home Owners Association. After the SSD was dissolved, there was an ongoing assumption that the piece of land had been replatted and deeded to the Water Company. However, recent research by Mr. Foster and Mr. LeCheminant had proven that assumption to be inaccurate. Mr. Foster stated that that piece of land is inside Pine Meadow Ranch and is Ranch owner property.

Mr. Burdette pointed out that it is not one of the deeded lots that the Association pays property taxes. Mr. Foster clarified that it is not a deeded lot. He was told by Summit County that if a piece of ground is deeded common area within an HOA, the tax assessment is paid by every Pine Meadow Ranch owner as part of their individual tax assessment.

Mr. Foster noted that this discussion would continue under Old Business when they discuss the pond expansion.

Mr. Deaver stated that there is a leak at Navaho Road and an email from the Water Company indicated that the leak would be fixed next week.

Old Business

Deer Meadows Proposal Status

Mr. Foster did not have new information to report regarding the Deer Meadows proposal. Nothing had changed since the last meeting.

Mr. Deaver stated that when the Board discussed the proposal last month, the wording on the proposal was that the transfer of the development rights could be anywhere up Tollgate Canyon. He noted that the proposal had been revised to specifically name Pine Meadow. Mr. Foster disagreed that it only names Pine Meadow, because the language reads "A buildable lot in Tollgate". He stated that the attorney, Ted Barnes, had reviewed the new agreement and pointed out that the person who drafts the agreement, particularly the complicated private development rights agreement with the TDRs and Transfer Fees, would be working for Doug McCallister. Before the Owners

Association commits to an agreement, Mr. Barnes would like the opportunity to evaluate it. Mr. Foster remarked that Mr. Barnes also told him that the general outline of the new proposal was closely aligned with the agreement the Board had signed in 2007 and; therefore, they were bound to honor it.

Mr. Burdette asked if Mr. Foster had talked to Ted about the provision in the 2007 agreement stating that regardless of the outcome of Summit County's decision, all of the lots proposed would become lots of Pine Meadow Ranch. Under that provision, Mr. Burdette believed those lots should have been paying dues. Mr. Foster stated that he neglected to ask Mr. Barnes about that provision, and he apologized to the Board because he realized after his conversation that it was a question he was asked to convey. Mr. Foster pointed out that Mr. McAllister has a different interpretation and believes that the payment of dues would not apply because the lot was never subdivided into multiple lots. However, Mr. Foster believed the one lot was still subject to Pine Meadow Ranch assessments.

Mr. Burdette felt Mr. McAllister had breached the agreement. Even if the interpretation was to mean one lot, which is the legal lot that references the 100+ acres, Mr. McAllister had not paid the dues. Mr. Burdette found it difficult to feel bound by an agreement that the developer had breached.

Mr. Foster stated that he would follow up with Mr. Barnes on that issue. Mr. Deaver read from the revised proposal, "By the previous agreement, the new lots are already in the HOA, and will pay all the usual dues and fees once approved." Mr. Deaver believed Mr. McAllister contradicts himself in his own language. Several Board members felt that Mr. McAllister was saying that once the lots were created they would be subject to dues. Mr. Foster pointed out that the new lots only exist as a drawing and a proposal. He preferred to let Ted Barnes determine whether or not the agreement had been breached. Mr. Burdette deferred to Mr. Barnes' opinion.

Proposed expansion of pond at Bobcat Springs

Tom LeCheminant reported that he had collected nearly \$4,000 in donations to support the project. He noted that several owners have multiple lots but only cast one vote. If those with multiple lots were give two votes, they would have over 100 votes in favor. Currently, there were 96 votes in favor and 36 votes against.

Mr. Foster stated that if the Board was interested in moving forward with the pond project, a long list of issues needed to be discussed before any decisions could be made.

Mr. LeCheminant explained his plan for expanding the pond and making improvements to the property.

Mr. Foster stated that nothing should be done to improve the Ranch Common Area until the property owners are notified and have the opportunity to discuss it at the General Meeting in November. He believed people would generally be in favor of long term improvements, particularly if they do not have to financially contribute. Mr. Foster thought the Board had the responsibility to bring this to the membership to address liability issues and other concerns. He suggested that Mr. LeCheminant prepare a specific and detailed presentation with landscape and elevation plans for the membership meeting. He also suggested a rendering to show how the project would look when completed.

On the issue of contributions, Mr. LeCheminant stated that donations were being sent to the Water Company through Carol. Mr. Foster recommended that Carol should not hold the checks since the money was donated to Mr. LeCheminant and Mr. Kemper as a private group. Mr. LeCheminant believed the checks were made out to the Water Company. Mr. Burdette thought Carol had already deposited the funds into the Water Company account. Mr. Kemper remarked that Carol was keeping a spread sheet and the donations were segregated. Mr. Foster clarified that he was not questioning how Carol was handling the donations. He was only advising Mr. LeCheminant and Mr. Kemper to be careful about their association with the Water Company or the HOA because this was a private project and funds were donated on that understanding.

Mr. Kemper asked if a vote at the annual meeting would imply that the portion of the funds collected would be different from what the HOA plans for that area. Mr. Foster replied that the current HOA plan would be status quo. However, they represent the owners and if they decided to move forward with a plan, they would want the owners to approve it. He assumed that the members would not be opposed to having Mr. LeCheminant improve their common space as long as they were comfortable with the liability issues; but sometimes the owners take unexpected positions.

Mr. LeCheminant understood from the comments that he should come to the annual meeting with a better and more detailed proposal to present to the membership. He would also obtain better bids to know exactly what they could do.

New Business

Final Projects for remainder of Fall 2012

Alan Powell reported on two bids for the sand shed. He noted that Slivers, Inc. was the

same company that built the Water Company building, and they are familiar with the area. Dawson Development has also done a number of projects on the Mountain and they have built several sand sheds. Mr. Powell remarked that the major difference in the bids was that Dawson had proposed using concrete and Slivers proposed the same wood frame and metal roof used in the Water Company Building. For a 20'x 30' storage shed for sand only, the cost was approximately \$32,900. They could save approximately \$4,000 if they do their own excavation and gravel. The cost of a 30' x 36' structure would be \$44,400 for wood frame construction. A metal building would be \$47,800. Both proposals were for open end structures without doors, power, etc. The cost to run electrical would be an additional \$7300 and doors to enclose the building was \$8400.

The Board discussed the two bids and the difference in structures.

Mr. Foster reported that at the request of Rick Rouse, he and Dan Heath met with Mr. Rouse, who is an owner at the bottom of the canyon. Mr. Rouse is well funded and he would like the road to his driveway to be much nicer. Mr. Rouse is willing to cover a sizeable portion of the cost of improving that section of road. Mr. Foster had asked Jody to price out the materials to accomplish the improvements from Mr. Rouse's driveway down past the mailboxes to the asphalt at UDOT's land. Jody estimated the total cost at approximately \$40,000. Mr. Foster pointed out that the section of road was not a listed project, however, Mr. Rouse was willing to help with the cost and Mr. Foster thought the Association was in a position to pay half.

Mr. Burdette asked if \$40,000 was to purchase the material and truck it in; or if it also included grading and roller time, fuel, etc. Jody replied that it was only for trucking and asphalt. The cost would be double if they contracted the labor to lay it.

Mr. Foster asked the Board to consider whether it was worth doing an unanticipated asphalt project to take advantage of Mr. Rouse's offer. Mr. Burdette asked if Mr. Rouse was aware of the pipeline project from the new well to Oil Well. Mr. Foster stated that Mr. Rouse was aware of the project, but he felt that spending money to improve his experience was worthwhile. Mr. Foster pointed out that at a previous meeting the Board determined that having a sand shed would make it easier for Jody to maintain the roads during the winter and it was a higher priority than additional road work this year.

Mr. Burdette noted that he and Jody had talked about an alternative option for a sand shed using concrete blocks. Mr. Powell stated that he had also looked into that option and the cost would be less. The estimated cost was approximately \$15,000. Mr. Burdette believed they could do a \$15,000 sand shed and still have money left to contribute to asphalt this year. That would leave them with enough money to pay

normal expenses to the end of the year, but there would not be additional money available.

Mr. Foster asked Jody for input on the feasibility of whether he would have time to do all the projects being discussed this evening, given that it was already late September. Jody stated that if they add the asphalt project he could make it happen but they needed to act immediately. The sand shed could also happen if they do the simple concrete block shed and again act immediately. Alan Powell volunteered to help with the sand shed and Mr. Foster assumed that others on the Ranch would help as well.

Mr. Foster had asked Mr. Rouse to look at the asphalt work that Jody had done on Forest Meadows to make sure he would be satisfied with that level laying asphalt. He would contact Mr. Rouse to follow up on that matter and to confirm the dollar amount that Mr. Rouse was willing to contribute.

Mr. Heath reported that Mr. Rouse currently had his home up for sale.

Mr. Deaver thought they should move forward on the sand shed. Mr. Powell was confident that they could do the concrete block shed for under \$15,000. He would price out the cost of materials and Jody could build the shed with the help of volunteers. Mr. Foster suggested that the Board could approve a budget and Mr. Powell could determine whether it could be accomplished within that budget once he compiles the numbers.

MOTION: Mr. Deaver moved to authorize a budget of \$15,000 for a sand shed. Dan Heath seconded the motion.

Mr. Foster stated that if Mr. Powell finds that \$15,000 is not a sufficient number, he should email the Board within the next few days. Mr. Foster clarified that the motion was to approve a \$15,000 budget for a sand shed. If Mr. Powell can stay within that budget, he has the authority to move forward and place the orders. If not, he would notify the Board.

VOTE: The motion passed unanimously.

Mr. Heath noted that Mr. Rouse had a proposal to beautify the lower part and was willing to pay for the plans, the materials and the labor. Mr. Heath was contacted by a landscape lady who wanted permission to begin the work once the plan is approved since it is HOA property. Mr. Foster did not understand that Mr. Rouse had agreed to a personal budget for the improvements. Mr. Heath replied that Mr. Rouse had sent him an email to do the work and send him the bill. Mr. Foster recalled that during their

meeting, Mr. Rouse instructed Mr. Heath to do the drawings and send him the bill. He did not think Mr. Rouse intended to fully pay for the entire project.

Mr. Burdette thought the Board should look at the drawings before they approve someone coming on to their land to improve their property. Mr. Foster agreed that the Board should review the plans before approving any work.

Mr. Foster asked for further discussion on the asphalt work. Mr. Foster recommended that if the Board chooses to move forward, they should cap the budget at \$20,000. Mr. Rouse would have to absorb any costs above that amount.

MOTION: Mr. Deaver moved to approve a budget of \$20,000 maximum to accomplish the requested asphalt work as discussed. The remainder of the cost would have to be absorbed by an outside funder before the project could move forward. Alan Powell seconded the motion.

VOTE: The motion passed unanimously.

Annual Meeting Schedule

Mr. Foster stated that topics for the annual meeting included potential improvements to the Ranch Common Area at Bobcat Springs. Verbiage regarding that issue would need to be on the annual meeting announcement. Mr. Foster thought the Board should update the members on the status of the Deer Meadows proposal.

The annual meeting was tentatively scheduled for Tuesday, November 13. Suzanne Larsen would schedule the meeting place and notify the Board if that date is not available.

Mr. Foster thought the Board should update the members on the status of the Deer Meadows proposal.

Terms were expiring for Alan Powell, Tom Deaver, Bruce Hutchinson, Sue Larsen and Hutch Foster. Ms. Larsen announced that she would not run for another term. Mr. Foster would also be leaving the Board.

Mr. Burdette recommended that the person to replace Mr. Foster should be a current Board member with experience on how the Ranch is run and the issues.

A post card would be sent to all members requesting candidates.

Parking on Roads

Mr. Foster commented on the confusion at the last meeting regarding parking on roads with permits. Mr. Foster referred to Section 426 and thought the words Carol has specifically referenced were, "...on Ranch roads unless..." Carol felt the interpretation of that language was that a vehicle that displayed the decal could legally be parked on Ranch roads. Mr. Foster clarified that it is posted and signed throughout the Ranch that road parking is absolutely prohibited. The Board has always taken that consistent position. He noted that Section 461, Emergency Conditions, is where the Ranch Sticker becomes relevant. If a car is abandoned under emergency conditions on the road and they have an obvious sticker, Jody may be able to reference the sticker to find the owner and give them a courtesy call before the car is towed. An emergency is the only situation where a car would be allowed on the road.

Mr. Foster had printed the sections because he questioned whether they should consider changing the language for clarity. However, after further consideration, he did not believe the language needed to be changed and that the confusion last week was strictly an interpretation error.

Mike Gonzales agreed with Carol's interpretation because the language is confusing in how it is worded. The Board discussed several ways the language could be interpreted. Mr. Foster noted that a change in language would have to be approved by the membership at the Annual Meeting. If the language is changed for clarification, he suggested that they strike the words **or on Ranch Roads** from Section 426. Section 461 would still address emergency situations. The suggestion was made to add a sentence, **No vehicles or trailers are allowed to be parked on Ranch Roads.** MOTION: Tom Deaver made a motion to strike the words, "or on Ranch roads" in the first sentence of Section 426, and to add a second sentence to read, "No vehicles or trailers are to be parked on Ranch Roads." The third sentence remains the same. Mike Gonzales seconded the motion.

VOTE: The motion passed unanimously.

Mr. Deaver stated that he has had numerous requests from owners in Area 4 to have the Board meeting agendas posted on the website a week prior to the meeting. Mr. Foster thought that suggestion should be made to whoever becomes the new President.

Monthly Budget Review

Mr. Burdette reviewed the unpaid bills detail report totaling \$31,501.64.

Mr. Burdette did not propose to pay the bill that was submitted to Dan Heath for snow plowing as discussed earlier in the meeting until he could verify whether or not it had already been paid. He noted that the proper procedure is to submit all bills to Carol within the month the service was performed so it could be included in the monthly payables detail for payment approval.

MOTION: Bob Burdette made a motion to pay all of the bills as outlined in the amount of \$31,501.64. Alan Powell seconded the motion. .

VOTE: The motion passed unanimously.

Assignments Review

Dan Heath would follow up on the piece of land at the bottom of the Canyon. Alan Powell would price the simplest version of a concrete block sand shed. Mr. Foster would follow up with Ted Barnes on legal issues. He would also talk to Rick Rouse about the road work. Sue Larsen would schedule a meeting facility for The Annual Meeting on November 13th.

Future meeting locations

Sue Larsen had reserved the Millcreek Fire Station for the third Tuesday in October for the regular monthly Board meeting. Mr. Foster noted that October is the last meeting held on the Ranch. Ms. Larsen stated that it was also reserved for the third Tuesday in November.

Mr. Foster summarized that the October meeting would be on the Ranch and the November meeting would be held at the location of the Annual Meeting.

The meeting of the Pine Meadow Owners Association Board adjourned at 8:22 p.m.

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