

# **UNIFORM RULES AND REGULATIONS FOR THE GOVERNANCE OF ROAD SERVICES, PARKING LOTS, AND COMMON AREAS OF PINE MEADOW AND FOREST MEADOW RANCH**

Whereas the Pine Meadow Ranch Owners Association (PMROA) deems it necessary for the orderly administration of the Ranch to adopt Rules and Regulations regarding the PMROA\*s jurisdiction over construction, operation and maintenance of roads, parking lots and common areas of the Ranch and appurtenant easements into the Ranch; therefore, these Uniform Rules and Regulations are written to serve Ranch property owners and others accessing adjacent property through the Ranch.

## **SECTION 1: TITLE**

**1.1** These regulations shall be entitled the Uniform Rules and Regulations for the Governance of Road Services, Parking Lots, and Common Areas of Pine Meadow Ranch.

## **SECTION 2: DEFINITION OF TERMS**

**2.1 Board.** A board of Lot Owners elected by Land Owners with in the Ranch.

**2.2 Applicant.** A party owning real property within the boundaries of the Pine Meadow Ranch applying for services.

**2.3 Capital Improvement Reserve Fund.** A reserve fund for capital improvements which is funded in part from the collection of fees and segregated into a separate fund for the construction of future capital improvements to the road system as may be required.

**2.4 Dwelling Unit.** Any structure within the boundaries of the Ranch which is inhabited full time or part time by any individual.

**2.5 Landlord.** The owner of record of any rental property located within the boundaries of the Ranch and leased or available for lease to others whose property receives service from the Pine Meadow Ranch Owner Association.

**2.6 Lot.** Any surveyed and platted parcel located within the boundaries of Pine Meadow Ranch or Forest Meadow Ranch.

**2.7 Lot Owner.** Owner of record for any Lot within the Ranch.

**2.8 PMROA.** Pine Meadow Ranch Owners Association, which includes Pine Meadow Ranch and Forest Meadow Ranch.

**2.9 Ranch.** Any surveyed and platted parcel located within the boundaries of Pine Meadow Ranch or Forest Meadow Ranch, a political subdivision of the State of Utah, organized and existing pursuant to the authority of Title 11, Chapter 23, Utah Code Annotated (1953), as amended. Renumbered 17-A-2-1301 et seq. 1990.

**2.10 Road Services.** Services provided on any road under the jurisdiction of the PMROA, including road maintenance, construction and snow plow services, if any, when deemed necessary by the PMROA.

**2.11 Subsequent Customer/Applicant.** The Customer or Applicant to whom property is transferred or sold and who is applying for services.

**2.12 Tenant.** A lessee, renter, or person other than the Lot Owner in possession of rental property thereof located within the boundaries of the Ranch and receiving or applying to receive service from the PMROA for that rental property.

## **SECTION 3. PMROA BOARD**

**3.1 Authority of PMROA Board.** The PMROA Board shall have the authority to provide in each annual budget of the PMROA for drainage, flood control, road maintenance, recreation, parking lots, and snow removal services; to determine the manner and method of administering the provision of each service, including the employment of appropriate personnel, contracts for services, the purchase or lease of land, the purchase, lease, or construction of improvements, facilities, equipment, and supplies; to provide for the establishment and collection of the fees and charges for the various services provided to the owner with the fee schedules reviewed and approved by PMROA (see attached fee schedule); and to provide for the operation of the Pine Meadow Ranch, including collection of revenues, disbursements of funds for expenses, custody of funds, and such other usual and necessary legal authority required for the operation of the Ranch. The PMROA Board shall also establish and enforce policies and procedures for the Pine Meadow Ranch. Individual Board members shall not act in an individual decision-making role without consensus of the PMROA Board. Individual PMROA Board members shall subscribe to a policy of confidentiality with regard to the contents of sensitive and legal information discussed in sessions of the PMROA Board.

**3.2 PMROA Employees and Service Providers.** As the PMROA Board determines, employees/service providers of the PMROA may be hired on an annual, seasonal, or contract basis to perform the various tasks relative to the needs of the Pine Meadow Ranch.

**3.3 Fiscal Year.** The PMROA's fiscal year shall end on the last day of December of each year.

**3.4 Budget Preparation.** After a formal budget meeting for the purpose of allowing Lot Owners to provide input, the proposed budget will be presented to property owners in the Fall meeting.

3.4.1 In determining expenditures for the following year, consideration will also be given for determining revenue necessary for the maintenance and improvement of the roads. Road fees will be adjusted only after public notice is given and an opportunity for public input is provided.

3.4.2 The tentative budget shall be available for inspection for at least seven (7) days prior to a formal budget meeting.

**3.5 Deposits and Drafts, etc.** All funds shall be managed by the PMROA accounting.

3.5.1 Checks and Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes, or evidences of indebtedness issued in the name of the PMROA shall be signed by such officer or officers of the PMROA and in such manner as shall from time to time be determined by the Policy, Rules & Regulations of the Pine Meadow Ranch.

3.5.2 Deposits. The PMROA Finance Officer shall be responsible for deposit of all funds and provide receipts and evidence of payment therefore. Such funds shall be deposited to the credit of the Pine Meadow Ranch Owners Association.

3.5.3 All Collections, Investments, Disbursements, Procurement, and Other Financial Transactions. Collections, investments, disbursements, procurement, and other financial transactions will be managed in the PMROA.

**3.6 Contracts.** The Board may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Pine Meadow Ranch in accordance with its powers delegated herein.

**3.7 Meetings.** The Board may designate any place in Summit County or Salt Lake County as a place of any meeting called by the PMROA Board. Except for an executive session, all meetings are open to the public, and public input is encouraged.

3.7.1 Quorum. No business shall be transacted at any PMROA meeting unless there is a majority of Board members present.

3.7.2 Special Meetings. Special meetings of the PMROA Board may be called at the request of any member of the Board. When necessary for the purposes of discussing pending litigation, potential real estate purchases, or personnel issues, the PMROA Board may meet in a session which is closed to the public

3.7.3 Annual Budget Meeting. The PMROA Board shall prepare a tentative budget to be presented at an annual budget meeting of the owners to be held in the Fall of each year for the purpose of considering and adopting an annual budget.

**3.8 Indemnification.** Pine Meadow Ranch Owners Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee, or agent of Pine Meadow Ranch Owners Association.

#### **SECTION 4: ROAD SERVICE REGULATIONS**

**4.1 Jurisdiction of Roads.** All public roads within the Ranch Subdivisions as platted and approved by the Board of Commissioners of Summit County, State of Utah, are declared to be under the jurisdiction of the PMROA and the Board shall exercise such authority over all public roads as allowed by law.

4.1.1 Roadways originally platted and approved but not built in the location as platted and approved and/or roadways which may not have been originally platted and approved are recognized by the Board, under Utah law, as public roadways if used by the public for a time period in excess of ten (10) years with no effort made by a Lot Owner to prevent such public access or as otherwise provided by law.

4.1.1.1 Such roadways are to be treated in the same manner as those roadways which were platted and dedicated to public use in the plat of the Ranch Subdivisions.

4.1.1.2 The PMROA shall not be responsible for errors in surveying of roads or easements, and any Lot Owner purchasing or selling property shall be responsible for their own survey.

4.1.2 This rule applies to all roadways, borrow areas, road shoulders, drainage, and other transportation-related facilities in the nature of roads which were rebuilt during and subsequent to the original development of the Ranch Subdivisions, even though such road facilities were built along an alignment or in a physical location different than specifically defined and approved by the Summit County Commission.

**4.2 Public Access to Roads.** It is unlawful for any person, firm, or entity other than the PMROA, including those making claims to any roadway or thoroughfare, to construct, plow, damage, block, impair, or impede traffic on any roadway in any manner whatsoever without the express written permission of the PMROA.

4.2.1 Any entity so impeding traffic on any roadway or public thoroughfare shall be subject to civil and criminal penalties to the fullest extent of the law, and said entity shall be liable to the PMROA for all costs, expenses, and attorney\*s fees for any action, including legal action, necessarily taken against such person, firm, or entity to insure public access to the road, roadways, or thoroughfares.

4.2.2 No person, firm, or entity other than the PMROA shall grade, plow, snow plow, excavate, cut, or damage any road within the Ranch without the express written permission of the PMROA.

**4.3 Impact Fee.** A one-time impact fee shall be charged to the Lot Owner and collected by the PMROA for new construction on Lots within the boundaries of the Ranch.

4.3.1 By virtue of the additional impact on the roads of the Ranch by those providing services to the Lot under construction, the PMROA finds it reasonable and necessary that an impact fee should be assessed for new construction on Lots within the Ranch.

4.3.2 Every person, firm, or entity which is a record owner of a Lot under construction shall be responsible to present to the PMROA through its authorized representative an application with the following information:

- (a) The name of the Lot owner and person responsible for constructing the new building;
- (b) The address or the Lot number of the Lot upon which the building is to be constructed;
- (c) The project starting and completion dates.

4.3.3 The application to the PMROA shall be accompanied by a check, money order, or cash payment for the impact fee.

4.3.4 The impact fee collected pursuant to this document shall be remitted to the general road construction and maintenance budget of the PMROA.

4.3.5 The impact fee schedule will be presented and approved at the Annual Meeting.

**4.4 Damage to Roads by Lot Owners.** The roads of the Ranch are to be maintained as gravel surface roads unless otherwise determined by the Board.

4.4.1 The PMROA shall have the right to temporarily close any road or section of road at any time to assure safety of those using the road, to prevent damage to the road or for construction and maintenance purposes.

4.4.2 Any individual or entity proved to have damaged or impaired a roadway through negligence, recklessness, imprudence or poor judgement shall be liable to the PMROA for the full cost of repair and return of the road to its original condition. If the road damage costs are not paid within 60 days, the Lot Owner shall be deemed to have given consent to the PMROA to attach the cost of such repairs to the yearly maintenance fee assessed by the PMROA.

4.4.3 Any individual or entity proved to have damaged roads during construction of their property shall be deemed liable and responsible for returning the roads directly adjacent to their construction site to the original condition following completion of construction.

4.4.3.1 In the event the Lot Owner does not return the road adjacent to the construction site to its original condition prior to the beginning of construction, the Lot Owner shall be deemed to have given consent to the PMROA to cause the road to be repaired and to assess the Lot Owner an additional fee in excess of any impact fee which represents the actual cost of such maintenance service.

**4.5 Driveway Culverts.** Upon PMROA review, each Lot Owner may be required to properly install a culvert across any driveway which accesses the owner\*s property from a Ranch road. This culvert shall be at least twelve (12) inches in diameter and be constructed of a material to support at least a 10-ton vehicle and last for a minimum of 50 years. All culverts shall be at least sixteen (16) feet long and may be longer. All culverts shall be installed according to the instructions of the Manager, and all culvert installations shall be approved by the Manager.

4.5.1 In the event the Lot Owner does not have the capability or resources to properly install a culvert, the Lot Owner may contract with the Manager and request that he install the culvert. At the Lot Owner\*s request, the PMROA will install a culvert and bill the Lot Owner for the cost of materials and labor.

4.5.1.1 If the Lot Owner does not reimburse the PMROA for the cost to install the culvert, the Lot Owner shall be deemed to have given consent to the PMROA to attach the cost of such repairs to the yearly maintenance fee assessed by the PMROA.

4.5.2 The Lot Owner shall be responsible to keep all culverts which the owner or PMROA has installed free of debris and free flowing at all times.

4.5.2.1 If the Lot Owner does not properly maintain or install a culvert at the appropriate driveway location, the PMROA will notify the Lot Owner of the violation, and the Lot Owner shall have 30 days to properly install the approved culvert or restore the culvert to a free flowing condition.

4.5.2.2 If the Lot Owner does not properly install or maintain a culvert after the 30-day period, in order to protect the Ranch road and adjacent area, the PMROA shall have authority to install a culvert in the driveway location or maintain the culvert to a free flowing condition, and the Lot Owner shall be liable to reimburse the PMROA for the full cost of the culvert and for any and all labor and materials required to properly install or maintain the culvert.

(a) If the Lot Owner does not reimburse the PMROA for the cost to install or maintain the culvert, the Lot Owner shall be deemed to have given its consent to the PMROA to attach the cost of the culvert installation and/or maintenance to the yearly maintenance fee assessed by the PMROA.

4.5.3 If the culvert becomes plugged for any reason, the Lot Owner shall be responsible to repair the culvert immediately to a free flowing condition.

4.5.4 If the road or borrow ditch becomes damaged because a culvert installed by a Lot Owner or the PMROA is not functioning properly, the Lot Owner shall be liable to the PMROA and responsible for repairing any and all damage to the road or adjacent area, including the borrow ditch.

4.5.4.1 In the event the Lot Owner does not properly repair any and all damage to the road and the adjacent area, the PMROA shall repair any and all damage caused by the culvert which is not functioning properly and assess the Lot Owner for the actual cost of the repairs.

(a) In the event the Lot Owner does not reimburse the PMROA for the cost of the repairs, the Lot Owner shall be deemed to have given consent to the PMROA to assess the Lot Owner an additional fee and attach such fee to the yearly maintenance fee assessed by the PMROA.

**4.6 Parking in Parking Lots and on Roads.** Parking of vehicles and trailers will not be allowed in parking lots or on Ranch roads unless the vehicle displays the appropriate decal provided by the PMROA. All unauthorized vehicles and trailers will be towed at the owner\*s expense.

4.6.1 When emergency conditions require the abandonment or parking of a vehicle on a roadway within or on Ranch property, the person, firm, or entity responsible for said vehicle shall take all steps necessary to remove the vehicle as soon as possible.

**4.7 Payment of Fees .** The PMROA may assess an annual fee to each Lot and owner thereof representing the proportionate share of the costs of construction, service, operation, and maintenance by the PMROA for the roads within the Ranch.

4.7.1 In the event a Lot Owner fails to pay the fee for use of the roads within the time required by the Board, such fees and charges will be subject to interest and may be referred for collection.

**4.8 Advisory Speed Limit.** In order to prevent damage to the Ranch roads, the posted advisory speed limit on all Ranch roads shall be 15 miles per hour. The PMROA has no authority to enforce the posted advisory speed limit, but all property owners will be encouraged to abide by the advisory speed limit. When possible, vehicles which exceed the advisory speed will be noted, and the owners of the vehicles will be notified that the drive has been exceeding the advisory speed limit and that possible damage has occurred to Ranch roads.

**4.9 Trespassing on Individual Private Property.** The roads within the Ranch are the only authorized areas for use by any motorized vehicles, including ATV\*s, motorcycles, etc. All other property within the Ranch is privately owned,

and trespassing on any private property is a violation of the individual property owner's rights. The PMROA does not have authority to enforce trespassing violations on individuals' private property, but it will assist Lot Owners when possible in identifying individuals who trespass on private property.

**SECTION 5: MISCELLANEOUS RULES**

**5.1 Lot Combinations.** Legally combined lots shall be considered as one lot at the beginning of the next billing cycle with respect to payment of the fees described in the attached Fee Schedule.

**5.2 Amendments to Rules.** These Rules and Regulations may be changed and amended from time to time by appropriate action of the PMROA. No exceptions to these rules will be permitted without the prior written approval of the PMROA of the Ranch.

**5.3 Emergency Situations.** In times of natural or man-made emergency conditions or occurrences, the PMROA

**5.4 Savings Clause.** If any section, subsection, sentence, clause, or phrase of these Rules and Regulations is for any reason held to be invalid by a court of law, such determination shall not affect the validity of the remaining portions, which shall remain binding and enforceable on the Ranch.

**5.5 Effective Date.** In consideration of the rapid development of the land within the Ranch's service area, the PMROA believes that an emergency exists and that it is necessary for the health, safety, peace, and general welfare of those individuals receiving service from the PMROA that these Rules and Regulations take effect immediately. Therefore, these Rules and Regulations shall be in full force and effect from and after the date of passage and adoption by the PMROA.

Passed and unanimously adopted \_\_\_\_\_, 2001.