

# Rollins Ranch HOA Board Meeting

June 17, 2014  
Fire Station Building

## Minutes

- Reviewed the Financial Statements
- Reviewed 2014 forecasted budget
- Discussed the Dyal tree request
- Discussed the Jeff Lee tree request
- Discussed the Moss mailbox variance request
- Reviewed the Trail conveyance sent in by Skyler
- Reviewed and discussed the inspection findings
  - Yards, trees, weeds, mailboxes, trailers
  - Discussed next steps to take
- Report on Henry Walker development
- Pond/waterfall update and plan
- Other items
- Adjourned meeting

Ryan,

We returned to Mountain Green June 4. Three of our 4 park strip trees have died. We are going to replace them with HOA approved trees. It is our understanding that for a 4 1/2 foot park strip, the Board has approved three trees; the amur maple, the rocky mountain maple, and the chanticleer pear. Is this accurate? Can we request time to replace them?

When we originally put the park strip trees in, Skylar Gardner told us no specific tree was required. Clearly, that is incorrect. He also said that two trees on Ranch Road were acceptable because of our large three car driveway.

We want to comply with HOA requirements. Have any other trees been approved? How do we request time to purchase and replace the trees that have died? Because we are replacing our park strip trees, please remove us from the agenda at the next Board meeting.

We greatly appreciate you serving as our HOA president.

Carolyn and Allen Dyal

Ryan,

We have been to several nurseries trying to find 2 inch caliper or more HOA approved trees. We have been unable to find four. Is the HOA board aware of just how large a 2 inch caliper is? We found two acceptable trees at J and J Nursery. They had root balls of 48 inches across and a 500 pound root ball. If we can find four of this size, it will require us to remove and replace our sprinkler system.

This morning we met Tim Anderson who was taking photos for our HOA. I asked him if my neighbors would be required to remove trees that were not 2 inch or more caliper in size. He said no. I also asked if the type of tree would be identified to insure each tree in our community meets the proper standard. He wasn't sure how that would be accomplished.

We simply believe that the tree size and type should be reasonable and applied to each homeowner's park strip. The vast majority of trees in the park strips are smaller than the 2 inch caliper required. One and a quarter to one and one half inch caliper trees are available, easier to plant, and we believe are the size most residents have planted.

Thank you for serving as our president. We plan to attend Tuesday's HOA Board meeting.

James,

Bill Chip and I spoke yesterday about the landscaping requirements and in regards to how many trees that I need to put in, along with the size, etc. He mentioned that I should get with you first thing this morning so that I can get on the agenda for the HOA meeting tonight about my case with the tree size, as we've already established that I will be putting in four trees in my park strips. I am trying to meet the window of getting trees and sod in by July 1st, which I am more than capable of making, but I need to pick up trees this weekend, so I need to get this tree situation resolved once and for all. Will you please email me back when you get this and confirm that I have been added to the agenda for tonight's meeting?

I have included a short letter that I have written the HOA board stating my case, and would like to have that made available to the board so that they can review it before the meeting and rule on it tonight. Thank you for your help.

Letter:

Dear HOA Board,

Thank you for taking the time to review these comments. I want to make this brief so as not to take up all of your time.

I'm writing this as a follow on to the discussion that I had with Bill Chipp yesterday. He was very kind to come over and talk to me, as he is on the architectural committee and over the landscaping, and so I wanted to get on the same page with him in terms of the landscaping requirements.

Ever since the beginning of the year, my wife and I have been trying to start to figure out the landscaping requirements. As you know, with the transition of the HOA, and also HOA management companies, the new CC&R's were hard to come by, as they were not posted online, so we asked neighbors, Joes Coles, who is on the board and comes to visit us each month, etc but everyone had older CC&R's. Once the new ones came out, and I was able to read the updated section on Landscaping, I had some additional questions. Dating back to March 24<sup>th</sup>, I started reaching out to Bill Chipp, as I knew he was both on the HOA Board, as well as on the HOA Committee. I have also reached out to James Durrant, the new HOA Management Company representative, to get clarification.

As I read through the old CC&R's, there were certainly a lot to go by, but as I read through the updated Amendment 3, the landscaping section, Section 10.15, was shortened dramatically, and little guidance was given. I did not see a requirement for how big trees needed to be when they were planted. There was a rule to replace any tree that dies with a 2" caliper, but nothing to do with planting size. So I continued dialogue with Bill Chips and James on this issue, as well as receiving the newsletter that talked about fines and that specifically pointed back to parts of the CC&R's that had been deleted by Amendment 3. I was continually told that the requirement was there, and that's what we needed to do,

and then I was told that the Architectural committee can come up with special rules, and that they had already done so and that was the requirement.

Long story short, this whole time there had not been a rule about that, but I was told otherwise. Also, just recently, there was a post to facebook that stated that the Architectural committee had formalized the new rules, and that anyone that had planted prior to May 20<sup>th</sup> would be grandfathered in and not be penalized and there was no rule there.

My case, to bring this all together, is that I've been one of the only people to actually reach out to committee members, the HOA management company, etc to try and clarify what the rule was and abide by it, whereas others have gone and planted all sorts of sizes of smaller than 2" trees and they are grandfathered in prior to the 20<sup>th</sup>. I'm asking that the board will allow me to be grandfathered in as well, since I've been asking these questions and getting helpful, but erroneous answers along the way.

I am not planning on planting very small trees, on the contrary, I want to plant trees that look good, but I think that I should get to decide that size, whether it is 1", which still is a good size, or 1.5" or whatever. I hope the Board will consider my plea. As I had mentioned to Bill Chipp yesterday, I feel it is somewhat unfair that as I was trying to get correct information, but was misled and missed out on the window. I think my case is different from others who have seen the new rules but are putting in whatever size they want after the 20<sup>th</sup> of May, as my inquiries date back for months, when there was not an official rule on this.

Thank you for listening to my case, and I hope that you will see where I am coming from. I've done my own landscaping, from taking out rocks, to grading, to putting in sprinklers, to re-grading, etc and will make sure to take care of my yard and make it something that is in line with the rest of the neighborhood, which is beautiful. Thanks again for all that you do.

Regards,

Jeff and Brittney Lee

Lot 333

Hi James,

We are in the Rollins Ranch subdivision on lot 102. We still have a temporary mailbox and wondered who we should approach about asking for a variance in obtaining a nice post and box instead of a stone box. We noticed on the minutes of the last meeting in March that there was a question if a stone box was still part of the covenants.

We were told by our stone mason that if we did a box out of our type of stone that it would probably not last through the years. Attached is a picture of the one we would like to obtain. Please let us know if we need to go before the board and how to make that happen.

Thanks for your time and consideration,

Randy and Nancy Moss

Home > Decorative Mailboxes > The Williamsburg Mailbox and Post System, Style 688



## The Williamsburg Mailbox and Post System, Style 688

**\$395.00**

### Product Description

The Williamsburg is one of the most distinctive mailboxes in our collection and complements even the finest homes. The mailbox is cast from 100% rust free aluminum and will serve as a beautiful introduction to your home for years to come. The Williamsburg includes the post, mailbox and address plaque shown

Rollins Ranch Phase 1 and Phase 3 plats are being amended to delete the trails along the lots and add the land into the lots. All of the affected land owners have signed the plat and it has been turned in for recordation.

Morgan County now wants a declaration to be recorded which states that the new amended lots are still subject to the CCR's and Development Agreement. So there is no confusion as the new lots will now be identified with a "-A" i.g., 102-A

I worked up the attached but I need the HOA board to sign it. And I can pick up the original to turn into the County.

Please contact me with any questions.

Can you please confirm receipt of this email?

Skyler

WHEN RECORDED PLEASE MAIL TO:

## **SUPPLEMENTAL DECLARATION**

### **TO THE**

### **AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROLLINS RANCH and D**

This Supplemental Declaration to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Rollins Ranch (this “**Supplemental Declaration**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2014 by ROLLINS RANCH AT MOUNTAIN GREEN ASSOCIATION, INC., a Utah nonprofit corporation (“**Association**”). Capitalized terms used herein shall have the meanings given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

### **BACKGROUND**

A. An Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements Declaration governs the planned community known as The Rollins Ranch at Mountain Green, a development located in Morgan County, Utah (“**Development**”). The Development is also subject to a recorded Development Agreement. A legal description of amended real property within the Development (“**Property**”) is attached as “Exhibit A” to this Declaration.

### **AGREEMENT**

NOW THEREFORE, Association hereby declares that the Property will be held, sold and conveyed subject to previously recorded covenants, conditions, restrictions, easements and Development Agreement, which will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each owner thereof.

1. The amended lots as identified in Exhibit A are subject to the full enforcement of Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green, together with Second and Third Amendments previously recorded as follows:

a) Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green recorded 06 May 2010, as Entry Number 120060, in Book 284 at Page 708; and

b) Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green recorded 27 May 2010, as Entry Number 120231, in Book 284, Page 1405; and

c) Third Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green recorded 23 May 2012, as Entry Number 125909, in Book 297, Page 1687

2. The amended lots as identified in Exhibit A are subject to the full enforcement of Development Agreement for The Rollins Ranch at Mountain Green, together with First and Second Amendments identified as follows:

a) Development Agreement for Rollins Ranch recorded 5 January 2007, as Entry Number 105900, in Book 241 at Page 2; and

b) First Amendment to Development Agreement for Rollins Ranch recorded 21 November 2011, as Entry Number 124507, in Book 294 at Page 1138; and

c) Third Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green recorded 23 May 2012, as Entry Number 125909, in Book 297, Page 1687

[Signatures Follow]



ENTERED INTO AND AGREED TO on the first date set forth above.

**“Association”**

ROLLINS RANCH AT MOUNTAIN GREEN  
ASSOCIATION, INC.

By: \_\_\_\_\_

Name:

Its: Manager

State of Utah                    )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of ROLLINS  
RANCH AT MOUNTAIN GREEN ASSOCIATION, INC.

\_\_\_\_\_  
Notary Public

EXHIBIT A

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Amended Lots

102 – A	330 – A
103 – A	336 – A
105 – A	338 – A
106 – A	339 – A
123 – A	348 – A
124 – A	349 – A
137 – A	350 – A
138 – A	351 – A
144 – A	
145 – A	
147 – A	
148 – A	
301 – A	
302 – A	
319 – A	
320 – A	
323 – A	
324 – A	
327 – A	
328 – A	
329 – A	

June 17, 2014