

ADDENDUM TO MEETING MINUTES OF 01-09-2016

Bylaw #12

Page 1, 4th paragraph – being able to sell, transfer .20 acre feet of water

Board is unanimously against selling or transferring any of the water right off of the existing .45 acre feet

Page 2, 2nd paragraph – First come, first served may cause a “rush on the Bank”

Although we are uncomfortable with this – we really don’t see another way around it.

Proposed Bylaw #13

#6 . a. b. & c. – refers to written notifications being sent to Members that may wish to participate in new water systems

c. *Proof of mailing* or *Proof of receipt* of notification from members that choose to or not to participate in the Neighborhood Water System

As so many of our lot owners are out of state, Bruce recommends that a 60 day time frame for Members to respond is more reasonable. Thirty days is very short on a financial decision of this size. Bruce also recommended that we compose a formal “Notice of System” to alleviate any confusion as to what, where, why, who, etc., pertaining to the System being developed. I asked him to draw up a draft of such. Having a formal notice should prevent any misrepresentations and misinterpretations to all parties involved.

The majority of the Board was requesting a 60 day notice, but will also consider a 45 day notice to compromise.

Due to time restraints “Proof of mailing” vs “Proof of Receipt” was not discussed. Majority of Board in favor of designated form letter to be sent with specific info (fill in the blank type) on the Water System being proposed. Proceed as you feel best on the length of notice and Proof required.

#9. Maintenance

Currently worded – “All damage that occurs to an easement crossing Assoc. owned property must be repaired by the member or members installing the System.”

Bruce suggests including “damage to non-Assoc owned land” as well. When permission from a lot owner is given to the developing Group to use the easement, the Group should be responsible to restore the area to the condition it was prior to the installation of the utility line. As currently worded, there is no responsibility to the Group to do so.

And although there is not a lot of probability that a leak in a Groups water system would cause significant damage to any Assoc. owned land or structure, Bruce recommends that the Assoc should have the ability to make any necessary repairs if possible danger to person or property exists.

Not a strong preference from the Board on this. Proceed as you feel best.

#10. Approval of components of Water System, sentence 3

“The review and approval of the Board shall be limited to the requirements set forth herein, including location of an easement, location of the valves and other parts of a System that lie within an existing roadway or near culverts, depth of waterlines, _____ and surface restoration plans following construction of Assoc. owned property.

Bruce suggested including the Source Protection Zone in this statement after “waterlines”.

Again, not a strong preference from the Board on this and the general feeling is that we are ok as worded.

Proceed as you feel best.

#7.d. – Easements

1. Leave the water policy as is with the right to put the water lines in the 30 ft. easement shown on the plats. Such a position will cause the Board to stick its neck out a bit because neither the plat nor the PC&Rs currently define who has the right to use the easements. (The plat mat states that the easements are for the benefit of Private Lot Owners – but which owners? The one wishing to put in a road, driveway or utilities, or the owner of the lot in which they will run?)

2. Change the water policy to require those installing neighborhood water systems to negotiate easements over adjoining owners property, whether such easement is to be located inside or outside the 30 ft. easement area.

3. By vote of the members, amend the PC&Rs to define that everyone - the HOA, the County, and the individual owners - can use the 30 ft. easement for utility lines. This would allow the current language in the proposed water policy with respect to the 30 ft. easement to remain and yet would not involve the same risk because the members would have voted to define who has the right to use the 30 ft. easement.

