

FINAL - Executive Board Meeting  
Raspberry Mountain Ranch Property Owner's Association

Date: Saturday, October 4, 2008

Place: Fuller Real Estate Office, La Veta, Co

Time: 12:30 pm to 2:30pm

Board Members Present:

Sharon Archambault #13, Vice President  
Jon Scarpelli #21, Treasurer  
Doreen Baumann #24, Secretary  
Ed Kirkland #17  
Dick Newsom #31

Board Members Absent:

Wendell Cannon #12  
Kevin Fritson #16  
Jeff Hanko #22  
Fran Sanden #6

Member Attendants:

Steve Archambault #13, ARC Chair  
Stu Baumann #24, Ranch Mgt Chair  
Shirley Newsom #31  
Robert Parke #7, #8, #18  
Dick & Brooke Robeson #23  
Don Elias #14

**Call to Order** at 12:35pm by Sharon Archambault

**Road Maintenance Road Agreement Dispute Resolution:** Sharon said that CRE's objections to the Road Agreement were mainly an issue of money and who controls the maintenance. CRE was also objecting to paying for the upper portion of Rilling Canyon that is supposed to be shared by Millard & Wood (& Smith). Sharon said that in the meeting with CRE and the attorney Dennis Malone, Malone said that CRE was obliged to pay their share of the existing invoices because they benefitted from the services under the concept of applied law. A 1<sup>st</sup> draft of a "Road Cooperation Agreement" and "Mutual Interest Agreement" were emailed to all Board Members on Thursday, October 2, 2008 with a request for responses by Monday. She forwarded the email from CRE (Lance Freeman) with their changes.

Stu Baumann explained the agreement basis and that the Contractor (Barr Warren) would be willing to document his hours by start/stop on the roads, but it would make it difficult for the Contractor to invoice. It would mean that three (3) bills would have to be issued monthly as CRE requests they be billed for their portion directly. Stu also said that most

of the snow removal is at the gate and up at the end of Rilling Canyon at the switchback to Millard and Wood.

**Road Calculations/Percentages:** Doreen passed out the surveyor report that CRE requested and we shared in the cost for defining distances of each road within CRE and RMR. This was the basis of the 17%-83% that CRE had requested. CRE based the estimated distance of the Common Road (Mountain Valley to Muleshoe) on the original 29-71% basis of parcel ownership. Stu and Doreen presented an alternative percentage method of billing based on the distances and the terms of splitting the cost of the “Common Road” equally. By dividing the “Common Road” distance in half as both POA’s use the entire length of the common road and the balance 100% to the respective POA’s, the following percentages would apply for the routine maintenance of \$1500/month:

CRE	Mountain Valley to Muleshoe	11,518.60'	23.5%/2	11.75%	176.25
RMR	Mountain Valley to Muleshoe	11,518.60'	23.5%/2	11.75%	176.25
CRE	Mtn Valley cul de saq	1460.77'		3.0%	45.00
CRE	Terrace Trail	3647.26'		7.4%	111.00
RMR	Total roads	32,430.22		66.1%	991.50
TOTAL DISTANCES		49,057.02'			100%

CRE would pay \$332.25 and RMR would pay \$1167.75 of the \$1500. The formula could be used for weed spraying and mowing.

Therefore, CRE would pay 22.15% and RMR would pay 77.85% or 22/78% for simplicity. Any additional work beyond the routine \$1500 would need approval from respective POA representatives and documented on a per hour basis and billed directly.

The agreement requests that the Contractor grade to two (2”) inches above the road level when removing snow. Stu said that it was impossible for the Contractor to maintain accuracy with the grader that has 3 blades and many precarious situations with blowing snow. Jon said he did not understand CRE’s rationale for the level of detail requested and their lack of appreciation of the contract work. Stu added the issue of their lack of understanding of the liability of keeping the roads maintained and passable in the snow.

**Meeting with Joy Smith:** Stu reported that he and Barr had a good meeting with Joy Smith on 9/1 to discuss the road issue. She authorized needed maintenance work on the common road, but \$ were not discussed. When the contractor came to do the routine maintenance later that week, she called Barr and questioned why the work was being done.

**Grant of Easement #346144 dated Sept 29, 2000:** Doreen raised the issue that an easement recorded with the state and included in all property owner’s closing documents specifies the Front Entry Gate (Art 1.2 A), Ingress/Egress of Private Roads (Mountain Valley and Terrace Trail) (Art 1.2 B), and Common Area(Art 1.2 G) were turned over to CREPOA with Article III specifying that CRE POA “at their sole cost and expense,

maintain and repair the Easements, including without limitation, maintaining adequate insurance coverage for the use of the private roads, Mountain Valley Road, Terrace Trail and the Commons Area.” This same easement also designates an Emergency exit through Cuchara River Ranch, but this was vacated when the developer sold to Joy Smith in 2005. (The Common Area was conveyed March 4, 2005 to both POA’s in a Bargain & Sale deed) Doreen did not think any other portion of the original easement had been vacated.

**Road Agreement with Millard, Wood & Robino (now Millard property):** A discussion on the need to enforce this agreement and revise the contributions shared by RMR (25%); Millard (50%) and Wood (25%) for road maintenance and snow removal on Rilling Canyon Road. It was agreed to seek Malone’s advice as he prepared the original agreement in 2004. **Action Item:** A motion by Sharon, Jon 2<sup>nd</sup>, all carried, that RMR retain one hour with Malone to review the Millard/Wood Agreement. Sharon and Doreen to meet on Monday to prepare letter of response to explain that RMR’s position on the Road Cooperation Agreement and Mutual Interest Agreement is pending an impact analysis of the 9/29/2000 grant of easement and the Millard/Wood road agreement. Further discussion/response with the Board via email is needed before a final agreement is signed.

**Officer Election:** Fran Sanden was elected to serve a new 3 year term, but declined to continue as President. Doreen nominated Sharon Archambault as President, Jon 2<sup>nd</sup>. Dick nominated Jeff Hanko as Vice President, Doreen 2<sup>nd</sup>. Jon and Doreen elected to remain as Treasurer and Secretary, respectively. All carried.

**Mulch:** Sharon brought Fran’s request for the purchase of mulch for the front entry gate area, but it was agreed to table the issue until the CRE/RMR agreements are settled.

**Snow Plowing:**

1. Stu requested that we have an obligation and liability to continue to plow the snow to maintain access if we have a snow storm before the agreements are settled. All agreed
2. Ed Kirkland agreed to be “point person” for snow removal queries if Stu is not in La Veta this winter. Fran would be pulled from the “call list”.

**Covenant Issue/Archambault Request for Plan Approval:**

1. **From the floor:** Robert Parke, member, said the implication that all the membership be part of the process if Covenants change. Dick Newsom raised the issue that he (and others) did not receive the email request for plan approval. Steve Archambault responded that they want an open door/2way communication. Doreen read the Declaration Article III (b) that specifies a prefabricated custom kit home be approved by the Board. 4 Board members (Fran, Doreen, Jeff, Kevin) approved their preliminary plans with conditions based on changes represented and 4 did not respond.
2. **Action Item:** Discussion will continue after Sharon sends Dick the plans and calls members who have not responded. No approvals were granted.

- 3. Response to CRE/RMR member's letters regarding the Covenant issue:** Jon said RMR should write a thank you for your concern letter, but RMR will handle the Covenant issue. (Doreen as Secretary will write a letter representing the entire Board to Cantrell with cc to Lance Freeman as CRE liaison.)

**Communication between the Board:** The issue of responding to emails was raised as a responsibility of all Board Members and Committee members. There is a need to acknowledge that an email has been received when opened to acknowledge receipt. A phone call should be a follow-up if no response is received within a designated time frame.

**Treasurer Report Discussions:**

- 1. 2009 Budget:** Jon will prepare a budget for 2009 and email to Board for approval.
- 2. Letter to Membership of Change in Assessment:** A letter to be sent by Sharon that informs the membership of the increase in the annual assessment from \$600 to \$800 before the invoices go out in early December.
- 3. Unpaid Assessments:** Sharon to call each member in arrears to request payment and follow-up with certified letter if no response. Jon will follow By Laws with late fees/liens if needed.

**Dumpster:** Jon will take dumpster off budget line and directly bill the six people who use it. When people do not pay on timely basis, RMR is carrying the cost.

**Next Board Meeting:** April 18, 2008 at the Fuller Office Conference Room in La Veta.

**Meeting adjourned by 2:30PM** to enjoy the Octoberfest festivities.

Respectfully submitted this date \_\_\_\_\_.

Doreen S. Baumann, Secretary