

# **Aspen Cove at Scofield Homeowners Association Board**

## **Meeting Agenda**

February 22, 2019  
6:30 PM. Bob Connor's Cabin

- I. Call to order, Introductions: Mark Page, Bob Conner, Curtis Steele, Bob Dal Ponte, Rick & Bonnie Seastrand, Dan Allen, Meeting began at 6:55 pm Scott Harding is on his way, his flight was delayed. Jared Edwards is out of town. Allen Rowe was also out of town,
- II. Approval of minutes from last meeting(s) December 19, 2018 and January 24<sup>th</sup> 2019 motion to approve Rick Seastrand 2<sup>nd</sup> motion to approve Bob Conner. All were in favor to accept those minutes.
- III. Open issues
  - a) Erkkila Contracts-conversation on the water manager service agreement, Dan will send this to James/Mike for approval. There is approval from the board regarding this water manager service agreement. Motion to approve Bob Conner and 2<sup>nd</sup> motion by Bob Dal Ponte. All board members were in favor.
  - b) Board Contact List...fill in missing information
  - c) Bills paid or pending: Snow removal \$15,872.00 included is the 500.00 stand by fee, Radio Shack bill anti-virus \$42.63, Price River Water User's Association (water shares) \$722.50, Bodec (battery pack that was replaced for electronic controls in the pump house) \$883.36. motion to pay bills,  
  
Utah Health Department (water samples) \$15.00, Utah Health department (3 months lab work) \$45.00, Rural Water Association of Utah (annual dues) \$305.00, Motion to approval to pay...Curtis Steele and 2<sup>nd</sup> motion Rick Seastrand, All in favor to approve to pay  
  
3 people right now that have the right to sign a check, Mark Page, Curtis Steele, and Dan Allen.
  - d) Financial report-Curtis Steele  
  
There is one lot owner that refuse to pay for a park pass.  
  
There is a lot/cabin owner that have not paid for 2 years.

tank. Both booster pumps were operating properly. However, the fire pump would not start. If it was manually turned on the breaker would immediately turn off. We will need to have someone look at the fire pump. It could be the motor or the pump. In the past it has been maintained by a company from Nephi. It is suggested to change some of the control mechanisms when the pump problem is addressed. Mark will contact someone to take care of this.

Weed report...it was suggested a \$250 weed fine and it is suggested to take this weed fine off. It was approved by the board to take the fine off. There will be the only fine that will be on the late list.

- f) Confirmation of Dust Busters treatment dates: June 4<sup>th</sup> Monday, will grate and water roads getting read, June 5<sup>th</sup> treatment will begin roads will be closed June 5<sup>th</sup> and June 6<sup>th</sup>. 30 day notice will be given. Quote is a little bit higher...\$10,424.00
- g) Snow drifting was discussed, possible snow fence, or other items that would stop the drifting, posts or other items that could help with the snow drifting.

#### IV. New business

- a) Board purpose, composition, and mission--there was a discussion on the bylaws and the corporate info. Geared to the association and what the board should be doing.
- b) Board assignments--see attached for the current board assignments. Make some sort of a document about the job that we do.
- c) Documentation of policies, procedures, and assignments/responsibilities--there was a hand out that Dan would like to have filled out for future use.
- d) Dropbox discussion (Bob Conner)--Aspen Cove HOA owns the site. Only current board members should have access. There was a note to do some house cleaning in the Dropbox.
- e) Other new business--nothing was suggested.

Article of Jan 1, 1997 outlines a few things...look at the bylaws dated 2014 recorded November 2016(this one should be prominent in the drop box)

Discussion on board meeting...it was suggested to be done quarterly...it was determined to keep the meetings to keep them monthly.

Meeting adjourned: 9:00 pm

Dan will send a letter to lot 120 regard the payments of annual fee, park pass. These was a note written on his invoice that was returned to Curtis.

2 lots owners will possibly have some of the late fees written off...due to the previous treasurer. Curtis Steele will print an invoice with a late fee separate of the annual fee.

\$450.00 weed fines.

\$288.00 special assessment

Budget: 12/12/2019

Checking \$45790.16

Money market \$84860.57

Total \$130650.73

\$12,147.00 this far in snow removal.

Motion to approve Bob Conner, Rick Seastrand all in favor to approve the financial report.

- e) Water system: Our usage/leakage is significant. The leak began about six weeks ago with a flow of 45 gal/min. Today the flow had increase to 60 gal/min. This large of a flow should show on the surface at some point. Three concrete dead man blocks were placed on the 3 lines extended into unit six several years ago. Because of excessive pressure two of them were moved and these lines began to leak. They were repaired. Maybe the other dead man has been displaced like the other two. The water line into unit 6 was turned off, with a valve located just north of Steeles cabin, for a week. This did not affect the leak. This section of line is not the problem. James will check each pipe section of water line to try and determine where the leak may be. There are areas that the water needs to be turned off at 2 places. Some of the shutoff valves are located in the roadway.

The January pump house report was reviewed. There is a significant water use issue. It was suggested to have a drone take a look at the area to see if the leak area could be identified. Scott Harding said that he would be up here next week and he will bring the drone if it is not found by then.

James got in the pump bunker facility where the water system booster and fire pumps and controls are housed, located a few 100 feet west of the water storage

**POLICY AND PROCEDURE MANUAL**

**ASPEN COVE AT SCOFIELD HOA**

**PROCEDURE:** Changing the Exit Code for the Front Gate

**WHERE:** Keypad used to exit front gate.

**WHEN:** February 1 and August 1 each year.

**PURPOSE:** Security – Rotate codes given to contractors and temporary visitors

**REVISED:** 2 February 2019

EXTRA

**STEPS TO BE COMPLETED**

**REFER TO**

1. Determine a 4-digit code referred to as **New Code** below, to replace **Old Code** (the exit code that has been used for the past 6 months) – (**New Code** will be used for the next 6 months).

2. Enter Programming Mode...Press this sequence on the keypad: **# 9 # 123456**

Attached Instructions - 1

3. Add New Entry Code...Press: **0 1 # New Code # New Code # 1 #**

Attached Instructions - 2

4. Erase Old Entry Code...Press: **0 2 # Old Code # Old Code #**

Attached Instructions - 3

5. Exit Programming Mode...Press: **\* \* #**

Attached Instructions - 4

## EXIT CODE PROGRAMMING INSTRUCTIONS

|                                      |                        |
|--------------------------------------|------------------------|
| RELAY #2 ON TIME .....               | 2 SECONDS              |
| SOLID STATE OUTPUT #3 ON TIME .....  | 2 SECONDS              |
| SOLID STATE OUTPUT #4 ON TIME .....  | 2 SECONDS              |
| DOOR SENSE/INHIBIT INPUT .....       | DOOR SENSE             |
| KEYPAD LOCKOUT OUTPUT .....          | DISABLED               |
| KEYPAD ACTIVE OUTPUT .....           | DISABLED               |
| DOWNLIGHT ON-TIME .....              | 2 MINUTES              |
| BEEPER SOUNDS WHEN KEY PRESSED ..... | YES                    |
| BEEPER SOUNDS DURING RELAY #1 .....  | NO                     |
| BEEPER SOUNDS DURING RELAY #2 .....  | NO                     |
| BEEPER SOUNDS DURING OUTPUT #3 ..... | NO                     |
| BEEPER SOUNDS DURING OUTPUT #4 ..... | NO                     |
| KEYPAD LOCKOUT COUNT .....           | 3 TRIES BEFORE LOCKOUT |
| ANTI-PASSBACK TIME .....             | NO ANTI-PASSBACK       |

### **BASIC PROGRAMMING**

When the AK-11 is in programming mode, both LEDs will turn off until programming begins. After a programming option number is entered the yellow LED will blink. This indicates that the AK-11 is ready to accept the new programming data. After the new data entry is complete, the green LED will light while the data is being stored. The red LED will light if any programming data is entered incorrectly, and the command will have to be fully re-entered.

#### **Entering Programming Mode**

The 6-digit Master Programming Code (default = 123456) is used to enter Programming Mode.

**Press: # 9 # Master Code**

Master Code = the current 6-digit Master Programming Code

#### **Exiting Programming Mode**

**Press: \* \* #**

Red LED will light when Programming Mode is exited.  
NOTE: The AK-11 will automatically exit Programming Mode after two minutes of inactivity.

#### **Re-entering a Command After a Mistake**

If the red LED lights, indicating an incorrect entry, or a wrong key is pressed during programming, to clear the keypad and re-enter the command:

**Press: \* 9 #**

#### **Adding a New Entry Code**

**Press: 0 1 # Code # Code # Action #**

Code = The new entry code: 1-99999, dependent on code length

Action = Relay output entry code will activate as follows:

- 1 = Relay #1, timed open
- 2 = Relay #2, timed open
- 3 = Both Relays, timed open
- 10 = Relay #1, toggled
- 20 = Relay #2, toggled
- 30 = Both Relays, toggled
- 12 = Relay #1 toggled; Relay #2, timed open
- 21 = Relay #1, timed open; Relay #2 toggled

The yellow LED will flash quickly while the AK-11 searches its memory for available space and duplicate entries. The green LED will light when the new code is stored.

If the new entry code chosen is already being used for another entry code, the red LED will light. A new unique code needs to be entered.

NOTE: Leading zeros (zeros before the code number, i.e. 0001) do not need to be entered when programming a new entry code. The AK-11 will internally add any zeros to fill all digits determined by the entry code length setting. Leading zeros will have to be entered by the user when entering their code to gain access.

#### **Erasing a Single Entry Code**

**Press: 0 2 # Code # Code #**

Code = The entry code to delete.

The yellow LED will flash quickly while the AK-11 searches its memory for the code to erase. The green LED will light when the code is erased.

#### **Erasing All Entry Codes**

**★ WARNING: Performing this command will remove all entry codes from the memory.**

**Press: 9 7 # 000000 # 000000 #**

NOTE: The green LED will light while the memory is being erased. This may take up to 15 seconds.

#### **Changing the 6-Digit Master Programming Code**

**Press: 9 8 # Master Code # Master Code #**

Master Code = The new 6-digit Master Programming Code

New master code: \_\_\_\_\_

**PROCEDURE:**

**WHERE:**

**WHEN:**

**PURPOSE:**

**REVISED:**

**STEPS TO BE COMPLETED**

**REFER TO**

**1.**

**2.**

**3.**

**4.**

**5.**

**6.**

**"Plat"** shall mean and refer to the recorded map or maps prepared by or for Developer showing the surface of the Property and the division thereof into Lots and Common Area, as amended and/or supplemented from time-to-time. The Property will be developed in multiple phases. Upon the election of Developer, subsequent Phases may be added to this Declaration by amendment to this Declaration in accordance with Article XI Section 11.31 and Article XIV of this Declaration.

**"Properties"** shall mean and refer to the real property shown in the recorded plats of Aspen Cove at Scofield Plats "A-F", which is attached hereto as Exhibit "A" and the development to be completed thereon, including any additions or annexations thereto as permitted pursuant to this Declaration.

**"Shooting"** shall mean any firearm including pellet guns. BB guns shall be permitted only on the Owner's property.

**"Transient/Tourist Home"** shall mean temporary lodging less than thirty-(30) consecutive days. Pursuant to Section 59-12-103 of the UTAH CODE ANN., as amended, this is considered a commercial business.

**"Written Notice"** shall mean a fair and reasonable manner including delivery by mail carrier service, electronically or facsimile.

## ARTICLE II - THE ASSOCIATION

**SECTION 2.1 Purpose.** The purpose of the Association is to manage, maintain and preserve the Developed Common Area and Facilities and Undeveloped Common Areas and to perform such other duties as specifically set forth in this Declaration, the Articles of Incorporation, herein referred to as "The Articles", and Bylaws of the Aspen Cove at Scofield Owners Association, Inc.

**SECTION 2.2 Association Action; Board of Directors and Officers.** Except as to matters requiring the approval of Members as set forth in this Declaration, the Articles, or the Bylaws, the Affairs of the Association shall be conducted by the Board of Directors and such Officers as the Board of Directors may elect or appoint. Such election or appointment shall be in accordance with this Declaration or the Bylaws and any amendments thereto.

**SECTION 2.3 Powers and Duties of the Association.** The Association is a nonprofit corporation organized under the Nonprofit Corporation Act of Utah subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation the following:

- (a) **Assessments.** The Association shall have the power to establish, fix and levy assessments against the Owners of Lots and to enforce payment of such assessments in accordance with the provisions of this Declaration.
- (b) **Right of Enforcement.** The Association in its own name and on its own behalf, or on behalf of any Owner who consents, can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provisions of this Declaration or of the Articles or Bylaws, or of the Association rules or any resolutions of the Board of Directors, and to enforce by mandatory injunction, or otherwise, all of those provisions.
- (c) **Delegation of Powers.** The Association, acting by and through the Board of Directors, can delegate its powers, duties and responsibilities to committees or employees.

- (d) **Association Rules.** The Association shall have the power to adopt, amend and repeal its rules as it deems reasonable. The Association rules shall govern the use of the Developed Common Facilities or Undeveloped Common Areas. However, the Association rules shall not be inconsistent with or materially alter any other provisions of this Declaration, the Articles or the Bylaws. A copy of the Association rules as adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. All rules prior to the date on this document are repealed and superseded.
- (e) **Actions.** The Association may prosecute or defend, in the name of the Association, any action affecting or relating to the Developed Common Area and Facilities or Undeveloped Common Areas, or property owned by the Association, and any action in which all or substantially all Owners have an interest.
- (f) **Duties of the Association.** In addition to the powers delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association acting by and through the Board of Directors, or persons or entities described heretofore, has the obligation to conduct all business Affairs of common interest to all Owners and to perform each of the following duties:
1. Operation and maintenance of common areas and common developed area and facilities.
  2. Operation, maintenance and improvement of culinary water system.  
*Note: This culinary water system may be expanded upon Developed Common Area as designated on Plats "A-F" to better serve the existing Plat "A-F" Owners, or to serve future phases planned for the entire development of Aspen Cove at Scofield which will be designated as Plats "G", "H", etc. Expansion for future phases will be at the expense of the Developer.*
  3. Maintain Liability as well as any other insurance needed.
  4. Enforce restrictions and rules.
  5. Maintain an adequate reserve fund for maintenance, repairs and replacement, and such reserve shall be funded by annual, quarterly or monthly assessments to Owners.
- (g) **Limitations on Authority of Board of Directors.** Except with the vote or written assent of (1) holders of a majority of the voting power of the Association and (2) of holders of a majority of the voting power of the Association, the Board of Directors shall not take any of the following actions:
1. Incur expenditures for capital improvements of Common Areas.
  2. Pay compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business. However, the Board of Directors may cause a Member or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.
- (h) **Size of Board of Directors.** The Board of Directors shall consist of five (5) to seven (7) members and up to 2 alternates.
- (i) **Future Role of Board of Directors.** As Phases 7, etc. of Aspen Cove at Scofield may be built and recorded as Plats "G", "H", etc., similar or identical CC&Rs shall be added by an Amendment page and will be filed and recorded to govern those additional lots per Article XI Section 11.31 and Article XIV of this Declaration.

The Board of Directors of the Association will be automatically reconstituted at the recordation of those future plats so that the one Association herein described will assume overall management for the expanded subdivision.