



Silver Springs Master Homeowner's Association
Board of Trustees Meeting,
August 10, 2010, St. Luke's Episcopal Church
6:45 to 9:20 p.m.

1. **Confirm Quorum:** Anthony Sands (Quail Meadows I), Tim or Phil (Silver Meadows), Les Carriel (Meadow Wild), ---- **No Quorum in Attendance.**

Not present: Bill Chambers (Ptarmigan), Jeff Nielsen? (Park Place), Isa Wright (WBE), Mark Rasmussen (WBW), Whit Logan (Meadow Spring), Rosemary Craighill (Meadow Wild), Bill Gunter (Silver Springs SF), Steve Lo Re (SouthShore), Tracy Phillips (QMII)

Guests: Clay Archer (SSSF and Community Group), Bill Noland (SSSF), Robyn Bailey – Manager, Karen Williams (WBW), unidentified man (Tom Minahan?) (No attorney)

TOTAL OF 8 ATTENDEES.

2. **Meeting Called to Order:** 6:45 p.m.

3. **Approve July 8, 2010 Minutes: No quorum.**

4. **Standing Reports:**

- a) Treasurer: 2010 [Budgets](#)

- b) Manager:

5. **Committee Reports:**

- a) **Lakes:** The Little Lake is a private amenity for use by only the 24 or 25 property owners on its perimeter. It has been suggested that this lake/pond be deeded to the property owners around its perimeter or to SouthShore subdivision, as they are the only property owners who benefit from it. Precedent is the Silver Meadows Minnow pond recorded as belonging to the Silver Meadows subdivision as a component of their common area and was not transferred with the 2004 Lake Conveyance Agreement.

The 5.24 acre little lake/pond needs and gets very little maintenance. The February 9, 2010 assessment for repair work has been greatly contested throughout the Community. First, the assessment was not voted on by the Community property owners as required in the SSMA Bylaws and subdivision CCRs. Second, because the small lake is useable only by the perimeter property owners because of physical layout and because of the 1989 Private Enjoyment Easement Agreement. Third, because there has been discussion prior to and since 2008 of an \$80,000 CD already accumulated for this small lake work. Fourth, because the \$32,000 the MA received

from Mountain Regional remains unused for the lake repair and maintenance for which it was issued

The Large Lake perimeter Enjoyment Easement is no longer accessible by all Community Property Owners, except along 443' of the central Park. The 29 Large Lake front owners have their own attorney and have pursued private ownership. The suggestion to allow all 54 lake view owners to form their own Lake HOA to maintain and pay for liability insurance, management, chemicals, repairs, etc., is widely accepted in the Silver Springs Community. Draining the 20.84 acres to expand the Park is the Community preference.

The 2004 Lakes Conveyance Agreement was pursued by lake view owners without regard to the content of this Agreement. Mountain Regional reserved to itself the water, water rights, water delivery infrastructure, and easements. The homeowners received the responsibility to maintain the lakes and the liability and expense of repairs.

b) **Northeast Tennis Court**: Whit Logan of Meadow Spring continues his twenty-year procrastination on committing to a contract of use by the Silver Springs Community property owners for the one tennis court owned by Meadow Spring/Meadow Wild, or to deed the **65'X132' court** to the MA. The adjoining tennis court belonged to Willowbend West until they deeded it over to the MA in 1989. The MA has paid for all repairs, remodeling, and maintenance of both tennis courts since 1990.

b) **Other Properties**: It has been proposed that the unusable strips of "Common Area" parcels be deeded to the contiguous subdivisions as there is no Community use for these strips of land running along Highway 224 or wetland parcels in NorthShore. The NorthShore wetlands tracts were deeded to the SSMA in 2002 and have received no maintenance. They have become clogged with cattails, and other water vegetation. This situation is detrimental to proper run-off and has ruined the trout fish ladders that once existed in Silver Springs.

6. Unfinished Business:

a) **Private Little Lake**: Work will cost less than the special capital improvement assessment that was billed to the property owners (\$182 times 504 units). Refund may be in order. This special capital improvement assessment was to cost \$135,000 yet the SSMA board never received the voted approval of the Community property owners.

b) **Encroachments**: -----**Parcel Q** streambed continues to be bermed and landscaped blocking access and view of the stream from the Park. The SSMA manager is the owner of the encroaching property at SLS-A-37. It was her maintenance company that planted the barrier landscaping. The SSMA manager and her husband, both own the Greenleaf Maintenance Company who were hired by the SSMA to mow and maintain the Park lawn, etc. The SSMA manager writes the checks to pay her own company for the maintenance work they perform for the SSMA. This has been discussed as a conflict of interest. No known bids for the SSMA work have been entertained or requested since

1990 by the SSMA board. In December of 2009 the first contract with Greenleaf was signed. Annual bids from other companies are to be sought for comparison and open bidding for SSMA maintenance work.

Some of the complaints regarding work by Greenleaf have been from property owners across the street from the Park, stating that mowing is being commenced while there is still some snow on the ground, “in order to bill the HOA for March and April mowing?” Also there have been complaints from condo owners who have reported that mowing and watering are taking place too early in the year causing deep ruts on the still soggy sod by the mower wheels. There have also been complaints from condo owners that the tennis parcel is being watered too frequently and for long duration cycles.

-----**Encroachments by lake front owners** (see **2009 Oct Survey maps toward bottom of web page**): Bill Noland issued a reminder to all community members whose property is within the Snyderville Basin Development Code 10-2-4 setbacks of 100’ from a naturally occurring year round stream, lake, pond or reservoir; or within 40’ of any wetland (see Northshore Plat), that any construction requiring county building approval will, if within the above setbacks, require a variance to the setback limits. The above setbacks are in addition to established setbacks within individual private property boundaries. Lake front properties on the north side of each of the two ponds/lakes also have considerations relevant to being dam compact land. Contact the Summit County Planning Dept for further clarification, (435-615- 3124).

Wanted: anyone who is interested in working on a proposal to improve the Association owned west berm on the big lake, and the Ross Lloyd park on the little lake (lies within the Private Easement), to provide better access to the lake waters for those community members who do not live adjacent to the lakeshore properties. Note that this Parcel R Berm property consists of a narrow and steep foot path along its length and that Mountain Regional owns a 100’ perimeter easement at the peninsula along the west end of the lake where M.R. owns a working well. Please contact your HOA Master Association representative, Bill Noland 435-602-0287.

7. New Business:

Community Group Presentation: Clay Archer

---- **Discontent with the SSMA** – The board has expanded its responsibilities and rights far past its intended function. A mountain has been made of a molehill. It is obvious during the prior 20 years that only a few and persisting members have used and benefited from the SSMA. The SSMA budget is ever expanding and getting out of control when viewed with its responsibilities and assets. Too much is being spent for legal counsel with little visible benefit to the Community.

---- **Outcome of Community Group Survey Ballot.**

---- **Proposal for Assessments Assignments**

---- **Proposal for Restructuring of the SSMA :**

-Rein in the powers of the SSMA to reflect its status as a non-profit corporation established to maintain the Silver Springs Community Common Areas, listed at <http://www.silverspringscommunity.com/master-association/ma-common-area->

[parcels/....](#) viz. the central Park, the one Tennis court, the entry monument signs. The berm along Highway 224 and wetland parcels to be deeded to the contiguous subdivisions.

–Set up three MA sections --

1) The first section will be composed of the seven subdivisions representing the Condos and Townhomes in the MA. Their HOAs will take care and have full ownership and responsibility of the Tennis Courts. Their SSMA dues will only be for a maintenance fund collected for Tennis Court maintenance, etc.

2) The second section will be composed of the Large Lake View Lot Owners. This group will fund and manage the large lakes. The large lake view owners already provide these services; therefore the only difference is the funding. The dams are part of their private property; the gates have a decade's long warranty on the work performed in 2005. These 29 lake front lot owners will own the land from their back lot lines to the edge of where the Enjoyment Easement once existed. The private Little Lake, with its recorded entire perimeter Private Exclusive Enjoyment Easement would be deeded to the 25 lake view owners or SouthShore subdivision therefore not a part of the SSMA. The large lake is to be maintained and funded 90% by lake view owners, 10% by General members, representing access frontage along the Park. The large lake liability will be transferred to the lake view owners. They may negotiate with Mountain Regional on this matter since M.R. owns the water, the element that may cause future problems. The Large Lake perimeter is approx. 4,221.71 linear feet with a 15'-25' wide easement, of which only 443' (approx. 10%) are accessible by the General Members.

The 2008 Poll of General Members indicated less than 5% actually use the Large Lake, 0% of non-lake view Members use the Little Lake.

The majority of General Members, especially those in NorthShore whose property is in the flood inundation plain, are in favor of draining the large lake and expanding the one acre park into the 20.84 land acres, under the water, owned by the SSMA Community. [Read Community Proposals.](#)

3) The Park section will have the single family home Associations participating in the Lake Park's maintenance, etc. Should the large lake be drained then the 20.84 acres will become this section's responsibility to expand and develop as a future park. Section 2, the lake section, will be cancelled and those members will become part of the Park Section. In 2009 the Snyderville Recreation District stated they would be interested in taking over the lake parcel as a park, similar to how they maintain the Willow Creek park. They may also be interested in the berm as a means of connecting the local trail system.

Set a spending cap. Publish all Income and Expenditures to the Members of each section and post on www.silverspringscommunity.com website.

Annually or Quarterly hold a General Membership Meeting where the three sections' representatives and members of the Community will discuss any issues pertinent to the entire Community. Post and advertise this meeting.

Amend the 1990 MA Bylaws and Articles of Incorporation to have them align. To start the restructuring process a General Member Committee can work on this process. General Members to approve the completed amendments by majority vote. Record and post process, drafts, and final draft on the websites.

Undeveloped/Undevelopable Common Area Parcels to be deeded to the contiguous Member Subdivision(s).

This information and updates are posted at :
<http://www.silverspringscommunity.com/dissolution-of-ma/>

Having conferred with a number of attorneys regarding our MA situation, it is obvious they all have a different point of view. The SSMA attorney was very dismissive of the fact that the General Members are looking for a better solution than the twenty years of dismal, haphazard governance now in place. His opinion was to live with it. He clearly missed the heart of our dissent. Other attorneys interpret our situation by focusing on various Articles, Sections, and other legal issues. There is as much consensus among attorneys as there is among factions of Members. It is all opinion, and wouldn't we all prefer that the final opinion is one germane to our Community and not one contrived by attorneys or the court.

During this presentation there was no discussion. Bill Noland stared at the ceiling. There were no questions asked, no commentary offered. All this information has been emailed a number of times to the individual SSMA board trustees and other interested parties.

8. Confirm Next Meeting: Tuesday September 14, 2010.

9. Adjourn: 9:20 p.m.