



## SSSFHOA Board Meeting Report

Provided by Lucy Archer at [www.silverspringscommunity.com](http://www.silverspringscommunity.com)

Edited with Owner Comments added.

Monday, May 13, 2019 from 6:00 to 8:10 pm

Park City Library, Room 201

In Attendance, 17: Clay & Lucy Archer (Lot 38), Jonathan C. Ball (Lot 70), Heinrich Deters (Lot 159), Jessica Wiltsee (Lot 164), Hunt Williams (Lot 107), Marny Schlopy (Lot 62), Elena Gladson (Lot 172), Brian Mehregan (Lot 17), Paul Reddy (Lot 91), Edy McConnell Celarec (Lot 45), Richard Callahan (Lot 84), Russ Paskoski (Lot 4), Chris Kautz (Lot 54), Chris Bachman (Lot 96), Joan Benson (Lot 101), Julia Loughlin (Lot 199).

Model HOA: Allyson Dickey (since December 2016)

The first four Agenda items are parliamentary.

**Agenda Item 5) "Open Space" Parcel "V"** does not belong to the SSSFHOA nor to the Master Association. Another boondoggle! ("work or activity that is wasteful or pointless but gives the appearance of having value.") Talk about making assessments to Homeowners to maintain the parcel are irresponsible as the costs greatly outweigh the benefits to our Neighborhood. At previous meetings a raised hand vote by Homeowners to allow the Lot 17 Owners to take title to this small parcel are always unanimous. The board seems to have ulterior motives for insisting on delaying the contiguous Lot 17 Owners to annex this "black hole" property. If the board wishes to own this Parcel "V", it must prove the HOA owns it. Over the last three decades here have been six title searches, none of which conclusively reports any entity owns this Black Hole Parcel "V" that has no Tax I.D. #; no County Serial or Entity #, no identification on any plat map, no title, and ownership is identified by attorney John Richard III, as an "escheat" situation.

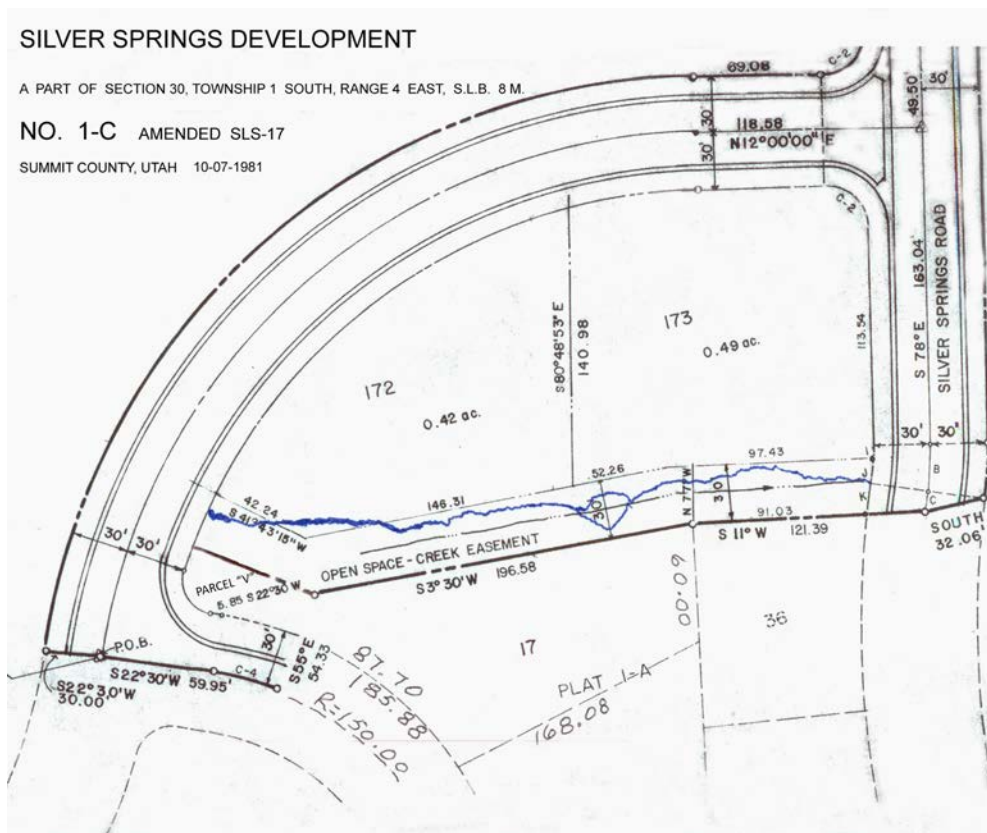
Meeting attendees discussed expenses that would be incurred if the board chooses to take over Parcel "V": A new survey will cost \$7,000; a conclusive ALTA title report another \$1,000+ that would not likely change the report from Summit County Recorder Alan Spriggs; from High Country Title Co.; from a researcher Bill Salmon from Park Place Lot 42; from another search by the Master Association; from the search and survey we were told by attorney John Richards that he "paid for out of his own pocket" (this turned out to be untrue, it was a mere conversation); and recently from the same legal work performed by the Lot 17 contiguous Owners (cost another \$5,000). All have reported the same results: No one owns either side of Parcel "V", though it will be expedient for the Owners of Lots 17 and 172 to annex each part to their lot. This board has yet to deliver a single reasonable purpose for our HOA to incur responsibility and costs for the combined seven-hundreds of an acre plot that has existed unrecorded since before 1978 as part of Lot 17. All the board has accomplished is the growth of weeds. For the SSSF board to make this **tiny** parcel a large expense requiring several thousand dollars for quiet title legal work to make the property recordable; including an engineering report and another survey, etc. is irresponsible. To keep the parcel attractive an irrigation system will need to be installed. Then there will be landscaping, the weekly maintenance-mowing cost, water use, liability insurance (proximity to the main road SS Drive and to the Parcel Q water channel), property taxes, etc. Adding Parcel "V" as

an open or common space within the SSSF CCRs creates the first and only ownership by our subdivision of a “common area” or “open space” and becomes an ongoing annoyance and expense without a quantifiable use or benefit to the Owners. Reddy’s ulterior motive seems to be to burden the Owners with “annual assessments” to be included in the CCR Declaration that opens the door for assessment charges for the illegal underdrains, a system the Homeowners have voted down numerous times . Contrary to what Reddy wrote in his report earlier today, **the closing recommendation by Edy, chair of this group, was that the board not burden the Homeowners by making expenditures for land the HOA does not own.**

Parcel “V” is separated into 2 portions by the Creek Easement water channel known as “Parcel Q”, a part of the “collective water tributaries” mentioned in the 2004 Lakes and Water Agreement between Mountain Regional Water District and the Silver Springs Master Association that sustain the proper effective operation of the Lakes.

Parcel “V” west portion is at 4866 Silver Springs Drive, Parcel “V” east portions is around the bend at 1574 Meadows Connection. The creek separates its two parts. The smaller parcel on the **west** side of the creek is approx.. 450 sq.ft., it is connected to Phase **Plat C** Lot 172.

The **east** portion is on the opposite side of the creek is approx. 3049 sq. ft., it is connected to Phase **Plat A** Lot 17.



East side of Parcel “V” is .07 acre. East Parcel Dimensions: W. is 56 feet; N.E. is 56 ft; Curve is 92 feet, all approximate, computer generated.

West side of Parcel “V” dimensions W. 42 Feet; East. 46 feet, South 26 feet, all approximate computer generated measurements.

Creek Easement separates Parcel “V” into two parts, namely “west” and “east” sides.

Before Brian Mehregan left the meeting, Lucy Archer openly asked him if he and his family were still interested in annexing Parcel "V" into their adjoining Lot 17. Brian answered that much had been discussed and promised by the MA and SSSFHOA from the time he moved into the neighborhood; it has become overwhelming. "Yes, in a perfect world, and without rousing the animosity of the board and neighbors, we are still interested in gaining title to Parcel "V" to annex it to our Lot 17." Brian is encouraged to file ownership claim for the east side of Parcel V. Isn't this the perfect neighborhood solution?

**Agenda Item 6) Vacated Trustee Position:** A vacancy in any office may be filled by appointment by the board to serve for the remainder of the term of the replaced officer. Homeowner Richie Breza was nominated by trustee Williams as a candidate after the March 11<sup>th</sup> board meeting. Others have given attention. Homeowners interested in filling this position are to contact [Marny Schlopy](#) of the Communications Committee to enter their names before the July 8th board meeting. It was added that incentive for volunteers would be to offer no payment of dues for board members. This idea was quickly squashed as illegal compensation.

**Agenda Item 7) Discussion of CCRs Next Steps:** Reddy decided to dissolve the Re-Write Committee to give himself more autonomy and control of how the CCRs will be again written and voted on by the Homeowners. Reddy has expanded his agenda of control and interference to fill multiple pages. If he is not satisfied with an outcome, he continually nit-picks until he gets his way, therefore a growing agenda.

Next ploy is to involve SSSF Homeowner Jon Ball (on Willow Loop) Director of the Executive Appropriations Committee in the Office of the Legislative Fiscal Analyst Office ([jball@le.utah.gov](mailto:jball@le.utah.gov)). Jon was invited by Reddy to this meeting to provide his point of view of how this board made the road to the amendment or re-write of the CCRs much more difficult than was needed. Jon suggested our HOA use the same method the State Legislature uses when updating rules or amendments:

Step 1) We are to recodify our CCRs by throwing away all the old developer rules from 1978 to 1994. Then work with the 1994 condensed version of our SSSF CCRs and any recent amendments. We then are to re-arrange, clarify or restate statutes that are confusing or contradictory, and incorporate accepted policy changes. The recodified material that remains applicable today is then organized in a systematic, legal order, by subject, to apply to broad areas of expected compliance in the form of a very simple code.

Step 2) We are to confirm the correctness of amendments in our uniform body of work including defensible policy changes, update compliance to new State statutes and laws. Codification "crosswalks" bring together divergent parts of an issue, they condense regulatory information into a form that can be easily used and accurately interpreted by the individual Homeowners.

Step 3) The bulk of the changes should occur on the foundation of the above work. This is where you prime the pump, gain trust and motivation. Get rid of all items people disagree with (the underdrains, election rules, expectations of trustee behavior and board transparency, compliance). Policy changes adopted at this point are presumed will be used consistently. This is the point where a redline document makes the most sense if a lawyer is involved in the recodification process. However, a white paper is more useful in providing authoritative information or proposals on a disputed issue.

The discussion then turned to the [Homeowners Annotated 2019 CCRs](https://www.silverspringscommunity.com/our-community/silver-springs-sf/admin-rules-re-write/ccrs-2019-home-owners-version/). **The board president has not allowed any open discussion of this important Declaration that incorporates the Homeowners opinions.** This Declaration is based on the last John Robert's Law version CCRs with updated Utah Law inclusions. This version combines the discussions and commentary by the 105 Homeowners who participated in the process from August 2018 to January 2019. The dominant emphasis in the Homeowner version is to write Articles for, of, and by the Homeowners that sustain and protect private property rights and Owner authority, effected by a simple, annually rotating transparent board that is to be subservient to the Homeowner majority requests. The Homeowner Annotated CCRs can be found at: <https://www.silverspringscommunity.com/our-community/silver-springs-sf/admin-rules-re-write/ccrs-2019-home-owners-version/>

The outcome of the discussion regarding the re-write of the CCRs was an announcement by Paul Reddy that "he is convinced the board has full, unharnessed control of the Bylaws." Reddy thinks the board can amend the SSSF Board Rules a.k.a. Bylaws at the whim of the trustees. Without notice the board can make changes to the Bylaws at any meeting without the input, vote or authority from the Homeowners. "We can do it right now, we might make changes at or before the next meeting. " Reddy's statement was a frightening alert for the attendees, if his declarations are true the board would be given license to go rouge. It was discussed the Bylaws do not belong with the CCRs in the HOA Declaration as each document is amended differently and by the vote of two different entities, the Bylaws by the board, the CCRs by the Homeowners. Architectural Standards/Guidelines are to be a separate third document approved by a majority vote of the Homeowners. It will not surprise us to learn that Reddy has re-written the Bylaws to give him more powers and to turn the tables on Homeowner property rights and preservation of their authority.

Of noteworthy consideration, if the board and the Homeowners disagree on the nomination process and the annual election, or any other point of law, **it would behoove the Homeowners to protect their interests in equality of representation by including these processes within the new CCRs.** There are probably other examples wherein the CCRs will need to include issues generally addressed in the Bylaws that need to be protected for the Homeowners within the CCRs. These rules need to be made secure from the whims of annually rotating officers and boards. Consider some of the unexpected actions of our current board president in defiance of the will of the Homeowners, after he spent **\$13,000** to have his way; his plans to overturn the CCRs January 2019 Owner vote; his denying inclusion of volunteer Members he disagrees with, his unwillingness to exercise fair play. What should be considered in the next CCRs are simple, exigent, vital rules for Homeowners to remove high-handed trustees.

This is what is stated in the 1985 SSSF " Bylaws. Article XI. Amendments: These By-Laws may be amended, **at** a regular or special meeting of the Board of Trustees by majority vote." (Unclear whether the "majority vote" is from the Owners at large, from the board, or from the attendees at the meeting."

"Article XII. Association Rules: The board of trustees may from time to time, by resolution, alter, amend and repeal such rules and regulations.... Copies of all rules and regulations adopted by the board of trustees shall be presented at the annual meeting or mailed or delivered to all Members at least ten (10) days prior to the effective date thereof." There are online references **exploring illegal arbitrary alteration of bylaws by the board without a formal vote by the membership.** Such changes are considered not valid, and the board could be held liable.

**Agenda Item 8) Master Association Appointment of Representative:** Without a vote from any of the 12 MA subdivisions, the MA board approved and purchased an \$80,000 jungle gym and other playground equipment. An expenditure of this size requires a 67% vote approval by the 513 MA Homeowners. The MA did not seek this consent. ([see the 2010 MA Minutes](#)). The long-standing philosophy voiced by MA, on and off, board members Ron Duyker and Gaylynn Mooney and supported by the other participants, is that the MA does not need charter documents to perform as they see fit. With rules the MA board would be hampered from doing whatever they deem necessary when they want to do it. The MA has been reminded on a number of occasions that without the charter documents and the authority and support of the 513 Homeowners they do not have the authority to assess, collect, or spend Homeowner annual dues or administer the Non-Profit Corporation they represent.

[See list of SS-MA Documents. No final Bylaws, No CCRs.](#)

Paul Reddy asked each board trustee individually to take on the assignment to be the SSSF representative to the MA Board. No trustee was interested. Knowing that SSSF is the largest subdivision in the MA and is the largest contributor of largess to their budget, we should not be left unrepresented; Lucy Archer volunteered to take on this assignment. Lucy has experience working with the MA; in the summer of 2008, for a brief period, Lucy was the MA president, she has a large collection of information about the MA, the 12 subdivisions, and their various documents, these she shares on the Community website. Reddy ignored Lucy's volunteer offer, turned his attention to Christopher Bachman to give him this additional assignment. The MA meeting was the next day, Tuesday, May 14<sup>th</sup>.

**Agenda item 9) Code of Ethics:** Joan Benson distributed her draft code of ethics she had pieced together from the Internet. Other trustees commented the emailed draft they received was different from the draft she was now discussing for a vote. Hunt Williams and other attendees took exception to parts of Joan's document. Edy added that this version had a Mission Statement that wasn't on the emailed version. The conversation became quite heated with half of the attendees contributing comments and explanations to Joan for why her draft code was unworkable and would create false impressions to the Homeowners. Marny reminded the board that if Hunt had been forced to support the position of the trustees during the CCRs rewrite process, the majority of the Homeowners would not have been represented by a trustee in the rejection of a very flawed CCR document. If the trustees are forced by this Code to be 100% supportive of the board, when in fact they are not in support of the board's decisions, that makes it difficult for Homeowners to know which trustees are on their side thereby decreasing Homeowners' participation.

Joan's attempt to have her Code of Ethics accepted by the board is an infringement on the Right to Freedom of Speech and on the Right to Choose and Vote for Representatives that exemplify divergent points of view. Her rule controverts fiduciary duty and supposes consensus when in fact there is none. Joan Benson failed to specifically include in her Code of Ethics draft that it is the duty of the trustees and officers to assure that elections are not fraudulent. And to ensure board transparency to the Owners on all decisions and expenditures. [For an example: Read the Minutes of the [Election on November 4, 2013 at the Replacement Meeting](#), her husband, Dwight Hibdon was the HOA President.]

**Election fraud, election manipulation, or vote rigging**, is illegal interference with the process of an election, whether by biased vetting of candidates, increasing the vote share of the favored candidate, or decreasing the vote share of the rival candidates, or a combination of the three. The SSSFHOA Bylaws allow the Nomination Committee discretion for the number of candidates not for the credentials and policy views the candidates hold. The only authorizations for being on the HOA ballot are home ownership in Silver Springs Single Family neighborhood and financial good standing in the HOA.

**Agenda Item 10: Nominating Committee:** Joan Benson outlined her plan to recruit candidates to run for election to the Board with a “drop-dead” deadline of September 1<sup>st</sup>. There is a ten-day notification period for the ballot to be delivered to the Homeowners prior at the Tuesday, October 8th Annual Election meeting. The September 1<sup>st</sup> date is to be modified at the next board meeting on July 8<sup>th</sup>. After much discussion on Joan’s proposal to interview and question applicant Homeowners, her committee was upbraided with a roar of descent from attending Owners for acting as judge and jury, to determine whether applicant Homeowners are worthy to be added to the ballot. Lucy stated that every Owner who submits their name to be a candidate for the board should be added to the ballot, the only allowable stipulation being that the applicant is a Homeowner-Member in good financial standing with the HOA.

Paul Reddy read the [1985 SSSF Bylaws Article V. Section 1. Nomination....The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.](#)

In this sentence the Nomination Committee is given guidance on the **number** of nominations but does **not** state the Committee has a right to veto, question, judge, or discriminate against Homeowner volunteer candidates based on any other requirements. We cannot allow the practice of discrimination that began with the rogue board of 2009 to continue in our neighborhood. It has created a closed board of like-minded themes and agendas that do not represent the majority of Homeowners. It is a policy of exclusion that too many Homeowners have fallen victim to; example: on the 2018 ballot four fully qualified candidates were excluded by this Committee’s personal bias. Joan three times made the comment that there would not be Owner volunteers for the coming October election. That did not prove true for the last couple elections. Was Joan forecasting that Owners are getting wise to her methods and disapprove of biased vetting?

Joan remarked that she felt her ill-stated comments at the October Annual Meeting and at board meetings should not be included in the Minutes as they embarrass her for admitting discriminatory practices in the nomination of Owners who do not support the board and its agenda.

After much discussion it was decided the Communications Committee ([Marny](#), [Hunt](#), [Chris](#), [Edy](#)) will communicate to Homeowners that as Neighbors and Friends they are invited to take a turn at being a board trustee by submitting their name for addition to the October 2019 ballot. Owners can personally contact one of the four neighbor email addresses linked above.

**Agenda Item 11: Underdrain Committee:** The “Maintenance Transition and Committee Charter” were eliminated from discussion as the UD committee members had no information on these topics. Two homes on East Meadows Drive reportedly had sump pump hoses in use for a few days. They are both at the top of Plat B and segment B where there may be artesian activity or the pipes are being overwhelmed by the influx and pooling from all of Plat A Segment A subterranean water.

Reddy announced that “Bill wants out!” He has been on this committee 14 years, mostly as a one-man “committee”. Russ Paskoski and Clay Archer are now the co-committee members who have taken a very active role in documenting the two segments of the underdrains and the 17 manholes. These two have produced updated maps identifying the manholes found by Alliance Engineering in 2014 using the 1979 “as built” maps from J.J. Johnson Engineering, and on SS location explorations. An Excel spreadsheet was created to provide the locations of underdrain tubes, manholes, channels, creeks, lakes, and other information in a concise record. Russ has written a couple easy to understand “ground

truth” reports for the Homeowners. He shared tonight his most recent report. “I respect Bill Noland’s opinion,” he said, “however; I reserve the right not to agree with him, especially in the case of adding the maintenance of the underdrains to our CCRs re-write.”

Both men have attended tours of the system and were tutored by Bill. Clay videoed the full length of the two creeks, and some channels, beginning at Blue Roof, following them all the way through South Shore, to our subdivision, ending at Ranch Place and Swaner Preserve. Portions of the videos and photos of the manholes and the end of the “daylight” pipe are chronologically posted on March 9, 2019 [on FaceBook on the Silver Springs Community page](#) for Homeowner access to underdrain information.

**A homeowner asked Reddy and the board whether Summit County, since 1982, had ever requested a status report, or for any accountability from the HOA for the underdrains.** Past SSSF board members have made several petitions and visits to Summit County to request assistance with the UD. Those visits ended with Summit County saying it is up to the Homeowners to decide the underdrains issue. Tonight the board ignored this significant, revealing question. They know Summit County Commissioners have advised the SSSF HOA against placing the underdrains under the collective auspices of the HOA.

**Agenda Item 12: Treasurer’s Report:** Elena told Russ and Clay that the former UD committee chair is over budget for 2019. If they need to spend additional funds this year they must receive prior approval. These new committee members would like a list of what the expenditures represent (and how much has been spent on attorneys who were appointed to write pro-underdrain letters for their paying client).

Homeowners want to see the list of expenditures for the CCR rewrite campaign the board and Reddy implemented to seize a win for their flawed document. During past meetings Reddy and other trustees admitted \$13,000, is the round figure, of what was spent for attorney fees, extra work from Model HOA, for an assortment of meeting venues, and to operate various electronic ballots for October 25, 2018 and January 31, 2019. Did the SSSF Homeowners approve for Reddy to spend that much, and will it happen again this October under his control?

**Silver Springs 2019 Proposed Budget**

	Jan - Dec 2018 BUDGET	Jan - Dec 2019 PROPOSED BUDGET
<b>INCOME</b>		
Homeowner Dues	70,500.00	70,500.00
Architectural Review Fees	0.00	0.00
Interest, Fines & Late Fees	0.00	100.00
<b>TOTAL INCOME</b>	<b>70,500.00</b>	<b>70,600.00</b>
<b>EXPENSES</b>		
Master Association Dues	32,900.00	32,900.00
Management	16,200.00	16,550.00
Professional Fees (Architectural Review)	0.00	0.00
Professional Fees (Legal, Accounting, Other)	7,000.00	7,000.00
Underdrain Expense	2,000.00	2,000.00
Insurance	800.00	800.00
Administrative (printing, postage, mailing, licenses)	700.00	400.00
Website	450.00	475.00
Meetings	200.00	200.00
<b>TOTAL EXPENSES</b>	<b>60,250.00</b>	<b>60,325.00</b>
<b>NET OPERATING PROFIT / (LOSS)</b>	<b>10,250.00</b>	<b>10,275.00</b>
Underdrain Reserve Contribution / Contingency Fur	10,000.00	10,000.00
<b>NET PROFIT / (LOSS)</b>	<b>250.00</b>	<b>275.00</b>

**Agenda Item 14: Executive Session:** Members protested that the Model HOA Contract Renewal is being discussed, negotiated, and accepted without Homeowner input or approval. [Civil Code §5200](#) allows members to inspect signed contracts. When it comes to approving a contract, the vote itself is part of "contract formation" and can be done in executive session. However, **many boards, and many more Homeowners, prefer transparency and, even though not obligated to, they vote on contracts in open session.** If you look at the above Financial Report it lists "Management" at \$16,550 for 2019.

Member Review of Contracts: **Once contracts have been approved by the board, they can be reviewed by the membership.** ([Civ. Code §5200\(a\)\(4\).](#)) This includes all non-privileged contracts such as contracts for maintenance, management, or legal services. ([Civ. Code §5215\(a\)\(5\)\(D\).](#))

Last fall Reddy transferred from the Compliance Committee to Model HOA the Homeowner compliance to yards and the home surveillance of maintenance and distribution of violation notices. As far as I can tell this has been a smoother operation than sending out the trustees, some are known to get into spats with the Owners.

Paul Reddy alluded to transferring some elements of the underdrain system maintenance (such as scheduling and supervising Pro-Pipe's annual underdrain inspection and cleanup) to the Model HOA as part of their overall service contract. It is easy enough for the UD Committee to schedule and supervise Pro-Pipe Vac-Com clearing services as they dispatch a crew that does all the actual work. Does Reddy's transfer of UD work create a situation putting the underdrains under the auspices of the Association? **Is it his way of furtively making the underdrains the unwanted responsibility of the HOA and the Homeowners against their will? This is a concerning example of how "the devil is in the details".**

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**Any matter discussed in executive session Must be Generally Noted in the Minutes of the next open meeting of the board.**

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The next board meeting is Monday, July 8th, 6:00 p.m. at Park City Library 1255 Park Ave. Room 201.

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East portion of Parcel V, indicated within blue lines above, is joined to SSSF Phase **Plat A**, Lot 17, is *.07 acre*. Dimensions are 56 ft on the East; 56 ft on the West; 91 ft along the curved south boundary. West portion of Parcel V, is joined to SSSF Phase **Plat C**, Lot 172, on the west side of the “Creek Easement Parcel Q”. Dimensions for the west portion are west 42ft., east 46ft, south 26ft.



Above photo shows the center survey stake of the West portion of Parcel V.



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