

# **ARROWHEAD IMPROVEMENT ASSOCIATION SPECIAL BOARD MEETING September 2, 2010**

On September 2, 2010, a special meeting of the AIA Board of Directors was held. The meeting was called to order at 1 pm at the Arrowhead Fire House with President Paul McDermott presiding. The following Board members were present: Kathy Leary; Paul McDermott; Randy Touslee; Diane Benson, Bob Hernandez, Bing Carlson, and Donald Koeltzow. Also present were Reinie Masanetz, Rich Ostrom (new Board member), and Rob Robbins.

Bob Hernandez provided the attendees with a "Summary of Complaints to the AIA Board regarding Master Motorsports" a copy which is attached to these minutes. Mr. McDermott opened the meeting with a brief review of the complaints contained in this document. Mr. Robbins denied conducting any business on his property and this was corroborated by Mr. Masanetz. Mr. Robbins stated that he did not want to work on people's vehicles at his house. He stated that he wanted to go to the owner's residences to work on their vehicles. When asked about whether or not he was buying used machines, redoing them, and reselling them, he stated that he had refurbished two of his old machines and resold them. He stated that he had every right to do this just like any homeowner at Arrowhead. When Mr. Hernandez showed him some of the pictures of "what was reported as additional vehicles" near his van, Mr. Robbins stated that the vehicles in question were owned by him.

Mr. Robbins also stated that if someone gave him a machine on a borrowed trailer and asked him to haul it off. He felt that he had the right to load this machine onto his trailer and haul it off. This was his personal business. He also brought up the repair to the AIA Security Vehicle. He stated that this was done as an emergency and that there was no charge to AIA. He did this simply to provide a service to AIA Security. Mr. Robbins stated that he appreciated the meeting with the Board in order to settle these issues.

After a great deal of discussion, the Board members agreed that there was no evidence to support the allegations that Mr. Robbins was conducting business repair work at his residence.

In regard to the signage issue, Diane Benson explained that her concern was that, at some point in the future, we may have a number of the mobile type advertising signs on vehicles on the same street which would tend to change the character of the neighborhood. It would begin to look similar to the outskirts of a city like Gunnison with the billboards. During the discussion that followed, it was clear that there were two different possible interpretations of what the Covenants and the Regulations say about advertisements. In one interpretation, all advertisements are prohibited regardless of whether they are stationary, temporary, or mobile. In another interpretation, since all mention of advertisements and signage in the Covenants and the Regulations are associated with permanent signs "erected, constructed, or maintained", the inference is

that the prohibited signage is that on posts or attached to other structures. After extensive discussion, the Board decided that the Covenants and the Regulations were not clear regarding the meaning of signage. If the first interpretation was considered, then anyone who lives in Arrowhead who owns construction equipment, etc. with advertising on the sides of the vehicle would also be in violation of the Covenants. If the second interpretation is considered, then Mr. Robbins is not in violation.

Diane Benson suggested that the Board make a recommendation that the Covenants restriction on signage be applied to all advertisements. Mr. Robbins stated that, in an effort to desensitize the situation with his neighbors, he was going to cover the signage on his van.

Mr. McDermott summarized the feelings of the Board by stating that the Board has investigated the complaint that Mr. Robbins was conducting business at his residence and has found no evidence that this is being done. In regard to signage, Mr. Robbins has volunteered to cover or remove the advertisement from his van in order to ease the tension with his neighbors.

Mr. McDermott also summarized Board discussion by stating that the Board would not be a party to continued harassment of any homeowner in Arrowhead. He stated that Security should continue to document every complaint and use their discretion in investigating these complaints. He stated that if/when Board members are contacted regarding this complaint, that the Board has found no evidence that Mr. Robbins is conducting his business at his residence.

Kathy Leary commented that there was still the issue of the red van. The Board agreed that this was allowed since Rob has agreed to remove the advertisement signage on the side of this van.

Mr. Robbins stated that he feels like he has been under undue scrutiny by people using binoculars and cameras and that he will take very strong offence to this issue if it continues.

Mr. Robbins agreed to deal with Security concerning future complaints. The Board agreed to support Security in their efforts to alleviate the situation. They also reaffirmed that Security should keep complete documentation of complaints and that they should continue to use their professional discretion in the handling of these complaints. The Board also supports the efforts of Security to protect Mr. Robbins privacy and his Constitutional rights.

Mr. Robbins stated that he would like to see all other advertisement signage on the vehicles of all homeowners removed or covered up as well. Ms. Benson proposed that the Board could make this a recommendation in order to improve the natural quality of Arrowhead. She stated, however, the problem with "recommendations" is that they are not necessarily followed by the people who most need to do so.

Mr. McDermott suggested that the Board respond to the complaints that have been received by stating that we did not find that Mr. Robbins is conducting a commercial operation at his residence. He also stated that the issue with the advertisement and signage would be dealt with at a later date when the Board updated the Covenants and Regulations. The Board will have to clarify a definition for signs and advertisements that are and that are not allowed. Mr. Robbins again stated that he would remove the signage from his van if the Board, through the use of Security, would protect him from further harassment. The Board's hope was that removal of the signage would further desensitize this issue with the complainants.

Reinie Masanetz stated that when complaints are registered with Security, he needs the time that the event occurred and the specific facts about the event. Valid complaints should be submitted directly to Security and not through third parties. Mr. Masanetz stated that complaints should be called into either the Security land line or the cell telephone.

Don Koeltzow reported that he had one bid of \$2,800 for placing a cement ramp and landing in front of the north door to the firehouse to make this entrance accessible to everyone. This would include a five foot wide landing that extended north from the door for four feet attached to a ramp that extends north to the edge of the rocks. The rocks will be graded up to the edge of the ramp.

He also stated that roofing contractors have recommended that we not put heat coils on the eaves of the metal roof of the firehouse. They recommended that we use cleats to hold the bulk of the snow on the roof and clean the bottom two or three feet of the west roof every time it snows. The cost for the cleats and additional screws is \$4,080. Mr. McDermott stated that he used angle sheet metal anchors on his house. There was concern that the ice would shear this off in the spring. The Board decided that we should examine other alternatives.

Bob Hernandez moved that the Board spend \$2,800 to make the firehouse accessible to everyone. The motion was seconded by Bing Carlson and the motion carried.

Don Koeltzow also reported that Will Hobson has contacted him about pending surgery to replace both of his hips. Will has contacted Tim and others who have agreed to stand in for him when and if they were needed. He also stated that Will had expressed concern that he would not have income during the potential eight weeks that he expected for recovery time. The Board felt that he should work as much as he was able to during his recovery period doing planning tasks, marking tools, etc. that he can do. The Board also agreed to advancing him part of his salary from when he returned to work in order to assist him during his recovery period.

There was discussion about the renewal of the lease with the Fire Protection District. The Board was in favor of investigating an increase in the rent for the facility as well as changing the land use permit with the County for the facility to allow for additional activities.

Randy Touslee moved that the meeting be adjourned. The motion was seconded by Bob Hernandez and the motion carried. The meeting adjourned at 4: 10 p.m.

## Summary of Complaints to the AIA Board regarding Master Motorsports

Since the last Board Meeting, on July 17, 2010, where a resident asked the status of dealing with the potential Covenant violation with regard to the operation of Master Motorsports at 140 Lake, the board received 9 letters via email.

The concern, issues, and possible solutions raised in the letters fall into the following categories. The parts of the covenants referenced in their complaints are also included where applicable.

1. The services provided by Master Motorsports is definitely a valuable asset for Arrowhead but needs to be provided within the confines of the covenants. During the winter months there does not seem to be a problem.

2. Lack or Selective enforcement of the covenants.

3. Master Motorsports does not operate totally within the residence as evidenced by the workshop van with its deployed platform and the larger number of vehicles being transported to and from 140 Lake during the summer. Is this a part of a possible resale business being conducted in conjunction with the repair business? Commercial activity occurring outside a residence is a concern for the entire community not just the immediate neighbors.

Covenant referenced:

Article II

Definitions

Para 7:

7. HOME OCCUPATION: A use conducted **totally within the confines of a single family residence** which is incidental to and secondary to use of the residence for residential purposes and which **does not change the residential character thereof nor the residential character of the neighborhood**, and in which any **noise or activity related to such incidental and secondary use does not interfere with the quiet and dignity of the neighborhood**. No person other than the occupants may be employed for such home occupation use.

4. The commercial activity has impacted the immediate neighborhood. There are additional noises and activities which are directly related to the business.

Covenant referenced:

See reference for Paragraph 3 above related to the residential character of the residence and neighborhood.

ARTICLE IV: Use of Sites

14. Nuisances, **No obnoxious, offensive or other activity, which would constitute a public or private nuisance to other residents, shall be permitted.**

5. The issue of advertising or signs on the lot as a result of the business name and phone number on the workshop van.

Covenant referenced:

ARTICLE IV: Use of Sites

1. Residential Use Only. All sites within the subdivision shall be used exclusively for single-family residential purposes; provided, however, that home occupations as defined herein shall be permitted so long as the same are conducted in keeping with the requirements hereof and **no commercial advertising is conducted upon the site.**

17. Signs. **No signs or advertising structures or devices of any nature shall be erected, constructed or maintained on any site**, except an individual identification sign in character with the area to identify the site owner, property name, or address.

6. Possible Solutions:

a. Park the workshop van at some other location or at the same place we get approval for the heavy equipment parking. Options are 1) the winter parking lot during the summer, 2) some other property leased by the AIA or provided by the AIA. These options require a request for change of land use permit.

b. Use an AIA commercial Lot. May also require change of land use and is governed by a covenant for the commercial properties.