

SPLIT DIAMOND MEADOWS HOMEOWNERS ASSOCIATION

Annual Meeting - August 12, 2025

MEETING MINUTES

I. Meeting Called to Order – 1806 Hours

Place: Sublette County Library, Lovatt Room

Time: 6:00 PM

Purpose: Annual Meeting

II. Quorum of the Members

A quorum for the meeting was met with more than 25% of the membership interest present.

III. No Objections Made

There were no objections made at the meeting.

IV. Election of Directors and Officers

- i. Lindsey Gooch, President, term is up August 2025.

Nomination of Directors

- i. Lindsey Gooch, is asked if she has interest in another term. She volunteers to serve another term as a director. She is nominated and seconded for role as director. Members are asked if any others are interested in the director position. By vote, Lindsey Gooch is approved by the majority for another term as Director.
- ii. Directors are asked if they want to change their titles, all present agree to keep titles as they are. By vote, the majority confirms titles of directors.
- iii. Terms and titles of directors are confirmed as follows:
- a. Terry Eaton, Director (3-year term, expires August 2027)
 - b. Keith Lamparter, Vice President (3-year term, expires August 2027)
 - c. Lindsey Gooch, President (3-year term, expires August 2028)
 - d. Michele Call, Secretary and Treasurer (3-year term, expires August 2026)
 - e. Vic Avezzie, Director (3-year term, expires August 2026)

Architectural Committee

- i. Two terms up for existing Architectural Members.
- a. Tom Jackson, term is up and he is willing to serve another term on the Architectural Committee.
 - b. Shane Wilson, term is up and he is willing to serve another term on the Architectural Committee.
- ii. Members are asked if any others present are interested in running for an Architectural Committee position, there are no volunteers.
- iii. Directors vote for two (2) positions, two (2) positions are approved by Lindsey Gooch, Michele Call, Terry Eaton and Keith Lamparter.
- iv. Architectural Committee Terms are as follows:
- a. Shane Wilson, 3-year term expires August 2028
 - b. Tom Jackson, 3-year term expires August 2028
 - c. Lindsey Gooch, 4-year term expires August 2026

- d. Debi Morley, 2-year term expires August 2026
- e. Donna Lavin, 2-year term expires August 2026

V. General Updates

i. Town of Pinedale – Bike Path

1. Lindsey discussed the condition of bike path in the subdivision which is not in its best condition due to the tree roots upheaving the asphalt. She further summarized that when the Declarant created the subdivision, they were required to install the landscaping for Lot 83. Once the subdivision was accepted and annexed by the Town, the Town took over the responsibility for the maintenance of the landscaping. Per a separate agreement, the Sublette County Recreation Board was responsible for maintaining the bike path. Abe Pearce with the Town of Pinedale noted that Rio Verde Engineering had completed a comprehensive plan for all county-maintained bike paths in Sublette County, the plan notes whether certain portions of the bike plans need to be repaired and/or replaced. The Town reviewed the plan to make sure that they agree with the noted repairs and replacements. That plan and pricing were submitted to the Sublette County Commissioners and Town Council. If both groups approve, then the county will move forward to make certain repairs or replacements to the bike paths per the comprehensive plan.

As an update, Rio Verde confirmed that the comprehensive plan and pricing estimate is in place. This information has been provided to the Sublette County Commissioners with no action on their part. Lindsey recommended sending a letter to all Sublette County Commissioners expressing urgency in fixing the bike path as it is a liability for both the Town/County in its current condition.

2. One member asked if the bike path is plowed in the winter. In the same letter, the Board will request that the Town also plow the bike path in Split Diamond during the winter. President / Board will work on a draft letter to the Commissioners.
 3. It was confirmed that Split Diamond Meadows is not responsible for the bike path, it is an amenity of the subdivision.
 4. No update from the Town of Pinedale regarding their intent to install a restroom in the park, approximately 10' x 10'.
 5. Lindsey spoke with both Abe & Emily at the Town of Pinedale regarding a number of trees that have been removed in both park and along bike path. It was expressed that the subdivision would like to see some of the trees that have died/blown over to be replaced in the park and along the bike path. Emily noted that they are anticipating a grant and will keep Split Diamond in mind for these trees. One member asked what type of trees they would replace with. Abe Pearce had previously noted that Golden Willows were considered.
- ii. Both mailboxes were stained late last summer / early fall.
 - iii. Discuss annual renewal for legal representation by Matt Meiring with Jackson Hole Law, \$500 retainer – this retainer includes 30 minutes of legal advice per month. Lindsey motioned to renew Matt Meiring's retainer with Jackson Hole Law for an additional year for \$500. This was seconded. All present Directors approved, vote passed 4-0.
 - iv. Sublette County Weed & Pest treated the subdivision August 7th & 8th as part of owner's HOA dues, initial feedback from Julie Kraft was that the noxious weeds appeared better than last year.

VI. Budget Review – see budget on last page.

- i. Starting balance of \$10,763.
- ii. Annual Dues of \$50/year/owner for 2025, all dues received to date except for 8 owners; however, after following up on 8/8, 7 noted that their dues will be sent today as invoices were overlooked. Two owners have paid HOA dues in advance.
- iii. Income for the Storage Area for non-members of \$160.00 YTD.
- iv. Paid State Farm for Fidelity Insurance - \$129.00

- v. We've tried for a few years to find Directors & Officers Insurance with no luck, will remove from budget.
- vi. Budgeted \$1,000 for fence maintenance which may or may not be needed this year. Continue to build reserves for maintenance / repairs to Storage Area fencing to avoid special assessment in future.
- vii. Sublette County Weed & Pest – initial feedback was that the cost should be closer to \$350 this year versus the \$750 last year.
- viii. Total expenses as budgeted are \$3,500.
- ix. Asked if members had any questions or suggestions that we should be thinking about, no response.

VII. CC&R Compliance

- i. Required Landscaping
 - 1. Matt noted that the HOA has mostly been in good compliance with some issues with landscaping. Friendly reminders were sent. If those items are not fixed, there are enforcement mechanisms – to date, we have not yet had to do that. Continue to express that owners work to have nice yards for betterment of subdivision.
- ii. Trailer Parking
 - 1. Some issues and related correspondence with certain owners. Reminder that there is a storage area designed to keep trailers out of site to maintain community character.
- iii. Matt notes, as relates to all CC&R's, if owners start to fall out of compliance with certain covenants and they are not enforced, the HOA then loses the right to enforce that specific covenant. While some owners might feel like we are "picking" on you, we are trying to maintain character and keep subdivision orderly. This HOA is about as kind in dealing with in any he's come across. To date, we have not had to take enforcement actions.
- iv. Animals at large.
 - 1. Reminder to have animals on leash – this is a Town of Pinedale ordinance. There could be an exception if they are on vocal command but please be mindful of other owners' properties with animals.
- v. A log with communication was started this year, to date, at minimum, the HOA has corresponded with 25 owners with 3 formal notices being sent. HOA works behind the scenes in an effort to keep the subdivision in its best state.

VIII. Miscellaneous / Questions

- i. Ms. Russold addressed recreational vehicles on her property. Currently she has a boat, camper and side by side in enclosed trailer. Owner noted that she paid to gravel the east portion of her lot to park these items on a seasonal basis. Noted that all three items are tucked alongside her garage. Owner wants right to park all three items on her property seasonally instead of having to go to the storage area every time she wants to use her boat and camper. She noted that they are maintained neatly. Owner requested if we could amend the Trailer Parking covenant to allow for her to park those items during their season for ease of access. The CCR's allow for one (1) recreational vehicle per season. Matt confirmed that owner is requesting an amendment – this was confirmed by owner if space on property allows. Matt noted that as far as an amendment goes today, that would require a 2/3rds majority and to be an item listed on the agenda. There is a set up procedure to make an amendment that cannot be achieved today. Matt noted that if this is the case, to bring it before the Director. Owner noted that an email was sent. Alternatively, it was noted that the owner could spearhead this effort on her own behalf. Owner then requested that this be added to the agenda for next year's meeting. Owner does not want to argue but noted that she paid for the land, keeps her property orderly.
- ii. Another owner noted that she shouldn't feel singled out, as Lindsey has contacted him numerous times as relates to construction equipment on his property. This owner also utilizes the Storage Area for campers, boats, etc. and the Storage Area works well.
- iii. Director confirmed that she is requesting to park more than one RV/Trailer on her lot – owner confirmed yes, further noting that she currently has three items parked on her lot. Owner noted that she realizes one is allowed.
- iv. A Director asked if it is a large inconvenience to drive over to the Storage Area to grab your boat in the morning. Owner said it was an inconvenience. Another Director noted that if you don't stay on people,

- it will become an issue.
- v. Another Director noted that It's not necessarily about the "mess" but other owners might not want to look out their window and visually see three recreational vehicles. The Storage Area provides a solution.
 - vi. Another member asked why we are halting another member from proposing an amendment and putting it on the agenda. It was confirmed that the board agreed to add it to the agenda for next year, not this year's meeting, board/members were simply discussing the ask.
 - vii. Matt recommended that Ms. Russold propose language for the changed amendment in advance to next year's meeting. Matt noted that there are two ways to go about an amendment:
 - 1. The Directors come to Matt and note there is a certain provision that we want to amend, Matt would then propose language for consideration by HOA.
 - 2. If the Directors are not bringing an amendment forward wanted by an owner, that owners has the right to bring an amendment forward that they may want, that owner(s) has the right to bring that item forth with proposed language to be voted on by the HOA.
 - viii. One owner noted that there is slippage with this intent – if we allow three seasonal trailers on the side of the house. If we allow one owner the right, others may not have the same space or "hidden" area, this could lead to bigger issues of non-compliance. Director noted that the design of Split Diamond Meadows to make a place for storage.
 - ix. Same owner noted that the Storage Area has turned into a "junk yard." She noted barrels of "toxic" waste, oil, snow machines and parts, tires. She does not want to park her items in Storage Area. This was the first time this was noted to Board. The HOA needs to inventory items in Storage Area. No hazardous materials are permitted in the Storage Area. It is believed that the problem items belong to a person in Trails Creek. Board to work on addressing issue.
 - x. Another member noted that if these items aren't brought to HOA's attention, we can't respond. Volunteers his own time and equipment to help subdivision.
 - xi. Director confirmed this is "ours" – meaning the subdivision. It's not the boards issues but rather ours as a community.
 - xii. Member noted that we are not communicating as a community. Why is she being halted from putting it on the agenda this year. She does not care about issues but wants to have a good time with her neighbors. If a member of the community is noting a problem, she doesn't understand why the issue is not being addressed by board.
 - xiii. Matt noted that this was not specifically asked to be added to the agenda. No proposed language was provided by owner to be voted on. Board needs to determine if the HOA wants to spend legal dollars surrounding this proposed change to Trailer Parking CCR. Agenda had already been set. Because the agenda was provided as is, the rest of the community didn't know this would be a topic of discussion.
 - xiv. Matt reiterated two things:
 - 1. Any item has to be on agenda.
 - 2. 2/3rds member majority are not present today.
 - xv. Owner asked about enforcement – if we don't enforce, we lose opportunity to enforce it in the future. However, the CCR's provide that enforcement can happen at any time. Matt noted that the Loss of Purpose / Loss of Use is a doctrine that you will not find in the By-Laws. Almost every by-law states these will be enforced in perpetuity. Most by-laws will have that phrase – but there is an overriding doctrine called Loss of Purpose / Loss of Use. For example – if it says every house has to be painted brown and then one house paints one yellow, another green, blue – the covenant that says every has to be painted brown will have lost its purpose and will be void as a matter of law. She noted concern that we are not listening to our members.
 - xvi. Ms. Russold brought up the amendment. However, Matt noted that you're not going to look at it from the amendment phrase but when a meeting is called, there is an agenda, and the items to be decided must be on the agenda. This is also by state statute.
 - xvii. There are covenants and by-laws that govern this HOA, there is accompanying State statutes and case law that go into all of this. There are certain aspects of HOA law that are a little more complicated.
 - xviii. HOA is a almost considered a mini government. Matt reiterated that we don't have the ability to call for an amendment today as it wasn't on the agenda and there are not 2/3rd members present at today's

meeting.

xix. Matt asked if there is interest in getting this provision amendment – two hands raised in audience.


Keith Lamparter does not support amendment. Online participant noted that the request should be placed on the agenda so that the members can vote and be decided by owners. Another online member said no. Three (3) members noted support. Lindsey Gooch as an owner and Director does not support a change.

xx. No other items to discuss.

MEETING ADJOURNED

DATED EFFECTIVELY: August 12, 2025

DocuSigned by:

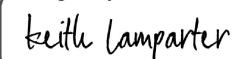


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Lindsey Gooch

President

Signed by:



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Keith Lamparter

Vice President

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Michele Call

Treasurer & Secretary

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Terry Eaton

Director

[NOT PRESENT]

Victor Avezzie

Director

Split Diamond Meadows Homeowners Association							
	2022	2023		2024		2025	
	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD (7/31/2025)
Beginning Balance		\$ 6,088.05		\$ 8,525.49		\$ 10,763.61	
HOA Dues	\$ 2,250.00		\$ 1,924.00	\$ 4,150.00	\$ 4,304.50	\$ 4,150.00	\$ 3,680.00
Advanced HOA Dues				\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00
Storage Area Income	\$ 820.00		\$ 1,135.00	\$ 250.00	\$ 560.00	\$ 350.00	\$ 160.00
Non-Compliance Fines							
TOTAL INCOME	\$ 3,070.00		\$ 3,059.00	\$ 4,400.00	\$ 4,964.50	\$ 4,500.00	\$ 3,990.00
Professional Fees Insurance Miscellaneous							
Corporate Filing Fees - Wyoming Secretary of State	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	
Accounting							
Tax Return Preparation		\$ 350.00	\$ 335.00	\$ 350.00		\$ 150.00	
Bookkeeping		\$ 350.00		\$ 450.00	\$ 880.00	\$ 350.00	
Legal Expenses							
Compliance Issues	\$ 657.54	\$ 300.00	\$ -	\$ 1,000.00	\$ -	\$ 500.00	
Retainer		\$ 300.00		\$ 500.00	\$ 500.00	\$ 500.00	
Postage & Mailing Expenses		\$ 100.00		\$ 50.00		\$ 25.00	
Property Taxes - Lot 82		\$ 70.00	\$ 132.56	\$ 95.00		\$ 141.19	
Fidelity Insurance (State Farm)		\$ 120.00	\$ 129.00	\$ 135.00	\$ 129.00	\$ 129.00	\$ 129.00
Directors & Officers Insurance			\$ -	\$ 780.00	\$ -		
Maintenance							
Storage Area Fence Maintenance		\$ 750.00		\$ 1,000.00		\$ 1,000.00	
Sublette County Weed & Pest		\$ 250.00	\$ -	\$ 225.00	\$ 789.88	\$ 750	
General Cleanup		\$ 250.00					
Mailbox Maintenance (self insured; maintenance fund)		\$ 100.00		\$ 500.00	\$ 402.50		
Colorado Ditch Cleanup							
Portion of ditch adjacent to Lot 82 (anticipate every 3-4 years)		\$ 400.00		\$ 400.00		As needed	
TOTAL EXPENSES		\$ 3,365.00	\$ 621.56	\$ 5,510.00	\$ 2,726.38	\$ 3,570.19	
Ending Balance			\$ 8,525.49		\$ 10,763.61		