

**The Bridges At Black Canyon Homeowners' Association**  
**Board Meeting Minutes**  
**Date: February 23, 2023**  
**Location: The Bridges Board Room**

- I. Call to order – The meeting was called to order at 6:00 pm by Dennis Friedrich
  - A. Board Members Present: Dennis Friedrich, Beth Feely, Leslie Caimi, and Kris Flower. Absent: Lew Thompson
  - B. Committee Members: – Design Review Committee- Rob Lowen
  - C. Homeowners Present: Verena Ferris , Carlo Caimi, Jim Carlson, Tony and Kitty Wilkins
  - D. Management: Not as of 6:00
  
- II. Homeowner Forum: Rob Lowen brought up a member of the course that needs a wire fence, 4x4 mesh, 2-rail fence on hole #13 that needs a fence for their pets that has been approved by the DRB. (ask Rob what he said). Rob also brought up that DRB needs a spreadsheet to electronically keep up with all of the projects that have been submitted, approved, bookkeeping, etc. that is more formal than what they have now (a paper file in a drawer). Maybe an inexpensive computer.
  
- III. Actions taken outside of the Meeting: Rob said it might be due to some enforcements that Assurance has made-roof jacks. Some members have pushed back on this. It is in the DRB guidelines. Maybe in the future if she is making enforcements it needs to be discussed before notice is sent.
  
- IV. Minutes: Dennis made a motion to approve the minutes (with the addition of “to avoid litigation” as the reason for executive session on 12/4 minutes-and change the names Toby and Katie Wilkins to Tony and Kitty Wilkins to list of homeowners attended on 12/4) from 12/4, Beth seconded the motion, the motion carried unanimously.
  
- V. Ratifications: Dennis Friedrich made a motion to ratify the minutes from 12/4, Beth Feeley seconded the motion, the motion carried unanimously.
  
- VI. Financials: 3 or 4 board members did not get them- passed on this until board was all sent them from Assurance and had time to review.
  
- VII. Management Report: Assurance was not present to report
- VIII. Committee Updates: Declaration Bylaws- Leslie brought up that with us no longer being under declarant control and our bylaws not having been updated in a long time we should put together a committee to do this, working with an attorney. Kris mentioned and Beth agreed that we had already talked about this with our attorney, Bo Nerlin, and he had recommended we not change these. Leslie said that if we were only changing it due to the declarant control issue it would could wait, but due to the legislative issues we should change them. Jim Carlson said that due to legislative changes that have occurred and language we have in our bylaws that is in direct conflict with Colorado law we need to get this done. Jim also said that there were 3 major areas of change, one of which mentioned the area in front of people’s houses and that no HOA had any authority over what people did with this area, it’s up to the municipality. He said that the bylaws need

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to be revised to address this and the other new areas of change. Beth Feeley moved that we defer this to our attorney for his opinion. Kris mentioned that we had already paid an attorney in Denver to update the policies. Jim said that was just for the policies that had change, and that our CC&Rs have language in them that isn't good anymore, so unless we just leave it in there and deal with whatever consequences there might be. Nobody knew what the consequences might be if we were to leave them in. Leslie said she just wanted to update them so that we have current information in them. Jim agreed, regardless of the cost. Kris brought up that there were 53 pages to go through if we were paying an attorney to do this. Jim questioned which attorney we would use. Rob Lowen said that the CC&Rs were written with respect to the community and part of the CC&Rs dictate how the DRB and HOA act. He said that if we don't change some of the verbiage in this we're subject to lawsuit going forward. Beth said that as CC&Rs get changed by an attorney they put in the CC&Rs the one amendment that they've taken out so it tracks the history of the CC&Rs. Rob suggested that we go to the state to help find an attorney that can probably do this. Leslie suggested we have a committee that starts the process on this only for what in our CC&Rs is what would be violating the statutes. Beth suggested we should do this through our attorney. Leslie felt that maybe the committee could do this first before sending it to an attorney. Dennis brought up that the committee wouldn't necessarily know what would be violative. Leslie volunteered to be a part of the committee to review these, or could research an HOA attorney to use. Rob Lowen spoke for the DRB saying they would want no part of the liability of making changes to their guidelines and taking the chance of them not being what the law allows. He said he'd be more comfortable with an attorney doing this. Leslie moved that we seek to amend the CC&Rs and bylaws to conform to current statutes and anything else that may have changed throughout the years. Dennis tried to clarify the charge to the attorney. He asked Leslie if what she was asking for was to get an attorney to review the CC&Rs and determine if anything is violative to the statute and if so recommend a change. Leslie agreed this is what she was making a motion for. Dennis seconded the motion. It carried unanimously. Dennis will contact Bo Nerlin to move forward with this.

IX. Old Business: None

X. New Business: Mowing contract. Carl reported that the contracts went out. The mowing contracts. Carl reported that we had only 2 submittals. Tried for more, none interested. Mowing involves the median (needs specialized equipment to do) and flat areas. We had submittals from APS and 1 from Brian's Lawncare that was almost 3x the amount. APS said that if we (the client) doesn't want them to mow, they still wanted to be paid. They said that instead they'll charge 1.5x for the next mowing (50% for the week they didn't mow, and 100% for when they mow). But if they decide they shouldn't mow they won't charge. Beth noticed that in the 2 quotes we had, one had the dates of April 1<sup>st</sup> to October 31<sup>st</sup> but the other quote had no dates. She asked if this could be clarified before we sign the contract (April 1<sup>st</sup> to October 31<sup>st</sup>). The board decided we should take the recommendation of the Projects Committee and hire APS.

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Dennis brought up that there was confusion about whose responsibility was the mowing of the lots by the villas. Dennis researched and found that it is the responsibility of the grounds crew, not APS, nor does APS have the responsibility of mowing any vacant lot or landscaping near the Villas.

Gravel issue- Carl reported that Eric Epler, who makes sure sprinklers are working properly, weeding, weed spraying, covering exposed irrigation lines with gravel- gave us a bid. The Project Committee recommends we take his bid as he's done it before and has done a good job, paying him on an hourly rate. Dennis asked if this bleeds into an issue that Chandra brought up about the city and the problems they're creating with weed barrier and gravel when they're snow plowing. Discussion was about who owns the sidewalks being plowed. Dennis reported that property owners are generally responsible for shoveling sidewalks. A question was brought up about the benefits and drawbacks to asking the city pay for the damages (to weed barrier and gravel) happening due to the snowplowing (i.e. the city might not plow anymore if we make them pay for this)? Beth suggested we keep Epler, and also we pull out the map of who is responsible for each of those sidewalks. A homeowner asked who was responsible for the sidewalks from the clubhouse to the street (the golf course? The Villas?). Nobody was sure. A homeowner suggested we consult with somebody to give us the cost of repair from damage for what the city was doing with snowblowing, and how much it would cost to fix this, and then compare that to what it would cost if we had to take over the snowblowing and pay for that instead. Dennis asked Carl if he'd ask Epler for an estimate for what this would cost. Jim Carlson said we don't need to look for other bids as we had done this in the past and Epler did a good job doing this. Carl said we don't want to have to get 3 bids each year for this work. Dennis asked if anyone opposed the contract with Eric Epler mentioned above to take care of the gravel work. Nobody opposed.

Bench recognition- Chandra said she would like to express appreciation to all who donated their time and or money for the benches at The Bridges. The benches were donated by: Paul Panther and Ty Jennings, Steve and Sandra Cadez, Terry and Verena Ferris, and the Flower Family in the name of Flower Subaru and Flower Motor Company. Thanks also to Paul Panther for donating the concrete pads and the installation of the benches. Applause was given. Jim Carlson said that these people had already been thanked at the annual meeting, and they had been thanked very publicly, so it wasn't necessary. Dennis said it didn't hurt for another round of applause.

Carl mentioned that we really need to determine what areas are HOA and what are not for landscaping/maintaining of landscaping. Rob said that in the past there was an agreement made about the area right around the parking lot that if we pressed on this rather than maintain the area the property owners might just tear it out so do we want to risk looking at dirt if we press the issue? Jim brought up that this happened in the past. Jim asked if it is 3<sup>rd</sup> party property, does the HOA have the authority to spend HOA money on private property? We got an answer from Tina that no, we can't. There is now a single owner,

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the lots have not yet been sold. Does the agreement survive the sale of those lots. We can't pay for it now, but can we get the current owner to pay for the beautification, until down the road. Projects committee, via Carl, asked what are alternatives, and what direction do we want to go? Rob Lowen suggested we might be cautious because if we push this with this particular property owner we need to do it with all properties throughout the subdivision for all property owners at The Bridges. We legally can't maintain all of this area (i.e. empty lots), so we shouldn't do this for the area by the parking lot by the clubhouse. Dennis mentioned that the owner of the lots by the Villas has an agreement with the golf course to keep these lots by The Villas mowed. But landscaping is different and it's not something that we as an HOA can do. Jim Carlson said we need to talk to the property owner of these lots about this. He said we have somebody who can do this maintenance and beautification, but the property owner has to agree to it. Dennis said that if we do this and they say no, we may have a problem. Assuming they do nothing, it won't look good for very long. Dennis reiterated that we as an HOA only have the authority to mow the lots if they don't get mowed. Homeowner Bill Murphy asked about the extra HOA fees for The Villas, and asked shouldn't this be covered under their HOA dues? Beth said that there are 2 subassociations (The Villas, and Signature Ridge) that are paying into these HOA dues as they are purchased. The Lawlers own the vacant lots by The Villas and should be billed for these dues of the unsold lots. There is a time agreement (with the Lawlers about the empty lots by the clubhouse) about how they are paying these. Carl asked if they are paying the proper amount of dues, and also are they paying to their sub association? Dennis questioned if they were being billed by us. We need to make sure they're being billed by us. Jim suggested that a conversation has to occur with Lawler's and Paul or Ty about this area and what they pay and how is it taken care of, and that legally we can't be taking care of this landscaping area by The Villas. Beth said we need to get ahold of this agreement. She suggested we table this discussion until we get ahold of the agreement and know what was in that to know how to proceed. If they're being billed we need to know what they're supposed to be paying (Lawlers) and if they're paying, and taking care of the property. Dennis asked Leslie to talk to Tina, and ensuring that the owners of the undeveloped lots (the Lawlers) and the developed lots are being billed for this. Rob- if they are being billed and there is a fund available there, he thinks there is language in the CC&Rs and DRB guidelines that speaks to the HOA being able to maintain a property not being maintained and then bill them for it. Dennis volunteered to talk to Ty about the landscaping issue- if he wants to maintain it to sell his lots it's on his property, it's up to him. There is already someone who can do this for Ty, Ty just needs to pay the bill for this landscaping maintenance.

- XI. Street lights- when a street light goes out, it's maintained by the city. Chandra put together a committee of neighborhood watch to let the city know (by wrapping a ribbon around that pole) and letting them know which lights are out. Dennis felt there should be a "team captain" to field these calls rather than all of the committee members calling about each of their areas (may be too many calls). Carl said maybe street by street there should be someone to be the point person for this.

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Policy updates were all signed. No further discussion.

- XII. Legal representation for the HOA. Leslie asked if we need an HOA specific attorney, since our current attorney is more of a Real Estate attorney than an HOA attorney. Dennis' understanding was that he represented several HOAs in the area. Rob Lowen asked if there is any problem with him or any history of any problem with the current attorney? Jim Carlson said yes because of the now extinct policy #10 (signed in 2015 or 2016). We were advised by our HOA insurance company that whoever wrote policy 10 didn't understand policy 10 and put us in a bad position. He felt that we should look for a new HOA attorney. Dennis asked if anyone wanted to ask for an Executive Session on the issue. Nobody did.

Management company- Beth said it's tough to compare the companies they have found. They're very different and haven't outlined their fees so we can compare them. Beth has a proposition from Bray and Company. Leslie has a proposition from Heritage out of Grand Junction, another was one from Telluride that was taken off the table. The board will talk about it in Executive Session.

We will go into executive session to discuss matters pertaining to employees of the association or the management contract (1A).

- XIII. Meeting adjourned at 7:17pm.
- XIV. The Board Went into executive session at 7:19. Assurance will be done April 1<sup>st</sup> and the next board meeting is April 19<sup>th</sup>. Beth brought up Heritage and Bray and Company proposals. Dennis asked how does Heritage compare to Assurance? Leslie will contact Tina to get a copy of the proposal to compare. Dennis said we should get a breakdown of costs. Leslie then mentioned that she has a copy of the Assurance contract that Jim Carlson gave her. Beth said that Bray can be up and running by April 15<sup>th</sup>. Beth- we need private emails, not shared with anyone. Leslie- we should have a board email address, solely for HOA emails. Leslie will ask Tina how to set up an HOA specific address- not for Tina to set it up for us. Beth will set up the Bray proposal to all of us. Leslie will get Assurance contract sent to us only to compare. We will compare Bray, Heritage, and compare to Assurance. Executive session ended at 7:31.
- XV. Leslie re-started regular meeting to say. Next meeting April 19<sup>th</sup>. Meeting adjourned at 7:33.

- I. Adjournment: The meeting was adjourned at pm to go into executive session.