

RESOLUTION OF THE BOARD

THE BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.

RESOLUTION NO. 2025

RECITALS:

WHEREAS, The Bridges at Black Canyon Owners Association, Inc. (the “Association”) is a Colorado nonprofit corporation, and homeowners association that manages and governs the affairs of the Bridges at Black Canyon.

WHEREAS, a dispute has arisen between certain Lot owners within the Association, and the Association, along with its former declarants Mr. Lew Thompson, and a former board member, Mrs. Beth Feely, with the filing of a Complaint for Declarator Relief against the Association (the “Litigation”).

WHEREAS, in the Litigation, the plaintiffs challenged the Association’s failure to turnover control of the Association from the former declarants as required by C.R.S. § 38-33.3-303(5)(a).

WHEREAS, in the Litigation, the plaintiffs challenged the Board failure to utilize secret ballots for election of member to the Board of Directors in violation of C.R.S. §§ 38-33-310(1)(b)(I)(A) and 310(1)(b)(I)(D),

WHEREAS, in the Litigation, the plaintiffs challenged the Association’s calculation of the number of Units by failing to attach a corresponding exhibit to the Amended and Restated Declaration confirming the calculation pursuant to C.R.S. §§ 38-33.3-205(1)(k) and 207, and, therefore, the number of votes and calculation of annual assessments within the Association.

WHEREAS, in the Litigation, the plaintiffs challenged the revision of certain Lot boundaries and Lot removal as a result of the Association failure to amend the Amended and Restated Declaration and other community governing documents as required by Section 14.5(B) of the 2011 Amended and Restated Declaration and C.R.S. § 38-33.3-217 and C.R.S. §38-33.3-212

WHEREAS, in the Litigation, the plaintiffs have challenged the results of a June 19, 2018, ballot question.

WHEREAS, in the Litigation, the plaintiffs challenged the Association’s application of nearly \$400,000 of common assessment funds toward maintenance and repair of property owned by the Golf Club in violation of Sections 1.3(B) and 2.27 of the Amended and Restated Declaration.

WHEREAS, in the Litigation, the plaintiffs have requested that the Association update its list of lots and votes to reflect the development of the Association since its inception, and to address any lots which have been combined or merged, thus altering the total number of Units.

WHEREAS, in the Litigation, the plaintiffs have alleged that the Board has inconsistently applied voting eligibility restrictions based on whether an owner is delinquent or up to date on payment of any Association assessments.

WHEREAS, these recitals contain the general allegations as put forth in the Litigation by the plaintiffs, however, to date none of the allegations have been proven or fully adjudicated.

WHEREAS, as a component of resolving the Litigation, the plaintiffs have requested that the Association amend its governing documents to address the ability of delinquent owners to vote if they have unpaid dues and assessments.

WHEREAS, in an effort to clarify the governance of the Association, in an effort to resolve the Litigation, the Board wishes to adopt this Resolution affirming the number of votes within the Association, and to reaffirm the results of the June 19, 2018, ballot question.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors for the Association as follows:

1. Definition of Unit. The Board reaffirms the following definition from the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the Bridges at Black Canyon, Recorded June 14, 2011, at Reception No.: 825617 in the Real Property Records of the Montrose County Clerk and Recorder's Office (the "Covenants"):

2.42. Unit – The term Unit shall mean all or part of a Block or lot designated on a recorded plat or otherwise physical portion of the common interest community which is designated for separate ownership or occupancy within the Neighborhood.

2. Votes under the Declaration. The Board reaffirms the following section regarding the allocation of votes within the Association:

Section 4.1: "... All memberships in the Master Association held by Owners shall be appurtenant to the Block or Unit owned by each Owner, and ownership of a Block or Unit by an Owner shall be the sole qualification for an Owner's membership in the Master Association. The Owner of each Unit shall have one vote per Unit owned. The Owner of each Block shall have one vote for each Unit contained in said Block..."

3. Number of Votes. The voting districts (the "Districts") for the Association are currently divided by block with the maximum number of votes per District as follows:
 - a. District 1 - 161 Max;
 - b. District 2 -128 Max;

- c. District 3 – 128 Max;
- d. District 4 – 152 Max; and
- e. District 5 Golf Course – 50 Votes

The current total maximum number of votes within the Association is 619. Through the development, platting and re-platting process, the current number of votes within the Association is 537 votes but is subject to change upon further development.

4. 2018 Vote Calculation. On June 19, 2018, the Association held a vote of the Owners on the following question (the Short Term Rental Vote):

3.4. Lease Requirements. Any Owner may lease all or part of a Block or Unit, or any space within Improvements located on a Block or Unit, provided that (a) any tenancy shall be by a written agreement which shall provide that the tenancy is subject to the terms of the Restrictions and that any failure of the tenant to comply with the terms of the Restrictions shall constitute a default under such agreement and shall entitle the Owner to terminate the tenancy, and (b) the term of the lease shall be for not less than six (6) months for all areas within the Master Association except for Bridges at Black Canyon PD Filing #5 Amended Block: 1100 Lot: 1100, and Block 1100A Lot 1100A, for which short term rentals shall be allowed.

The result of the Short Term Rental Vote was originally counted as follows:

Yes – 166
No – 5
Abstain – 75

The Short Term Rental Vote was deemed to have passed; however, the votes were incorrectly identified as 166 out of a possible 537 which as tallied would not seem to meet the requisite 67%. However, only one vote was provided to the Declarant and the Golf Course was not provided with any votes. The Declarant voted yes on the Short Term Rental Vote. The Golf Course, which was also managed by the Declarant in 2018, has indicated that it would have voted yes. Assuming the Declarant's votes were properly counted, and the Golf Course votes were counted the vote tally on the Short Term Rental Vote is estimated to have been as follows:

Yes – 516
No – 5
Abstain – 75

Despite the fact that there was no claim lodged within the statutory timeframe to contest the vote, the Board reaffirms the results of the Short Term Rental Vote, recognizing the votes of the Declarant and the votes of the Golf Course, and will record a corrected STR Amendment reflecting the correct vote count no later than December 31, 2026

5. Updated Vote Tally. It is determined by the Board that there were an estimated 537 votes in 2018 when the Short Term Rental Vote was held. The Board asserts that there is a total of up 619 total votes which may be exercised, if all fillings and phases are developed, absent any changes based upon lots being combined or subdivided.

On or before July 31, 2026, the Association, working with its management company, shall update its mapping and Unit counts to reflect the existing number of Units and the number of votes within the Association; prepare, attach and record a corresponding exhibit to the Amended and Restated Declaration confirming the vote calculation pursuant to C.R.S. §§ 38-33.3-205(1)(k) and 207; and update this exhibit immediately upon any changes to the present vote calculation.

6. Updated Plats and Maps. Upon its completion of a Unit count, the Association shall initiate the process to amend its plat maps and governing documents to reflect the actual number of Units within the Association in compliance with the 2011 Amended and Restated Declaration and C.R.S. § 38-33.3-217 and C.R.S. §38-33.3-212.
7. Proposed Amendments to the Covenants. On or before December 31, 2026, the Association shall present a ballot question to the Unit Owners addressing the ability or of a Unit Owner to vote on an issue when they are delinquent on paying any outstanding dues or assessments. In the interim, delinquent members are precluded from voting, as has been the course of conduct. It is resolved that the Association affirms that the Amended and Restated Declarations do not require payment of assessments by the Golf Course/Club.
8. Future Unit/Boundary/Lot Modifications. The Board acknowledges and confirms that it will exercise reasonable diligence and consult with legal counsel to ensure that any future modification to Units, Boundaries or Lots will comply with Section 14.5(B) of the 2011 Amended and Restated Declaration and C.R.S. § 38-33.3-217 and C.R.S. §38-33.3-212.
9. Anonymous Ballots. The Board recognizes that secret ballots in contested elections must not contain any marks or other information that would allow identification of the party submitting the ballot.
10. Common Funds. The Board recognizes the Governing Documents prohibit application of Common Funds to Golf Course/Club and, absent an amendment to the Governing Documents, confirms there will be no further application of Common Funds to the Golf Course Property.

ADOPTED AND APPROVED by the Board of Directors for the Bridges at Black Canyon Owners Association, Inc. in a meeting held on the 24th day of October, 2025.

THE BRIDGES AT BLACK CANYON OWNERS ASSOCIATION, INC.

By: 
Kristen Flower, Board Vice President

ATTEST:

By: 
D. Michael Gordon, Treasurer