

EagleVail Property Owners Association
Board Meeting
Monday, February 1, 2021 5:00-6:00pm
via Zoom Meeting

<https://us02web.zoom.us/j/87013887131>

Meeting ID: 870 1388 7131

+1 346 248 7799 +1 669 900 6833 +1 253 215 8782 +1 312 626 6799

AGENDA

Roll Call/Quorum/Call to Order	5:00pm Jessica EVPOA
Consideration of Agenda	5:05pm Jessica EVPOA
Public Comments	5:10pm Jessica EVPOA
2021 Management Contract	5:15pm Jessica EVPOA
DRC (Application Approval)	5:40pm Gregg Barrie DRC
New Business	5:55pm Jessica EVPOA
Adjournment	6: 00pm Jessica EVPOA



B O L D

PROPERTY MANAGEMENT SOLUTIONS

**HOMEOWNER ASSOCIATION
MANAGEMENT AGREEMENT**

Association

EAGLE VAIL PROPERTY OWNERS' ASSOCIATION, INC.

Manager

Bold Property Management Solutions

Location

Eagle Vail, CO

Agreement Date

2/1/2021

Agreement Commencement

2/1/2021

Agreement Ending

1/31/22

THIS MANAGEMENT AGREEMENT (“Agreement”) is made and entered into on this 1st day of February 2021 between **EAGLE VAIL PROPERTY OWNERS’ ASSOCIATION, INC.** (Association), a Colorado community association which has been established in accordance with all applicable laws of the State of Colorado (“Association”), for the property located in Edwards, Colorado (the “Property”), and **BOLD PROPERTY MANAGEMENT SOLUTIONS**, a Colorado limited liability company, (“Manager”). Manager and Association are sometimes each individually referred to herein as a “Party” and collectively as the “Parties.”

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Manager and Association do hereby covenant and agree as follows:

ARTICLE I APPOINTMENT OF MANAGER

1.1 Appointment of Manager. The Board of Directors (the “Board”), on behalf of the Association, hereby appoints Manager to manage the Property (i) in accordance with the Declaration, Bylaws, Rules & Regulations and Policies of the Association, and any amendments and supplements to these documents collectively referred to as the “Governing Documents”, and upon execution of this Agreement all existing documents will be delivered to Manager; (iii) in accordance with the terms and conditions of this Agreement; and (iv) as is reasonably directed by the Board so long as such direction, to the extent that the direction falls outside the scope of the requirements of this Agreement, is accepted in advance by Manager.

1.2 Grant of Authority. Manager shall perform any and all services related to this Agreement in the name of, on behalf of, and for the account of the Association, and the Association hereby gives Manager the authority and powers required to perform such services. In taking any action under this Agreement, Manager shall be acting only as Manager for the Association and nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or any other relationship between the Parties, or as requiring Manager to bear any portion of losses arising out of or connected with the ownership or operation of the Property unless such losses are related to any negligent act(s) or omission(s) or intentional wrongful act(s) or omission(s) of Manager. “Intentional wrongful act or omission,” as used in this Agreement, means any intentional act or omission which violates any law, ordinance, rule or regulation, or violates the terms of this Agreement. Neither Party shall have the power to bind nor obligate the other except as expressly set forth in this Agreement, except that Manager is hereby authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

ARTICLE II TERM OF AGREEMENT

2.1 Term. The Board appoints Manager to exclusively manage and represent the Association for a period of 12 months, starting February 1, 2021 and ending January 30, 2022 (the “Initial Term”). Upon termination of the Initial Term, this Agreement shall thereafter automatically renew for consecutive

periods of one year (each a "Renewal Term") unless otherwise terminated in accordance with the terms and conditions of this Agreement.

2.2 Termination by the Association. In the event that Manager breaches this Agreement, or in the event the Association receives consistent complaints about the performance of Manager or its employees, agents or representatives, the Association shall notify Manager in writing within thirty (30) days of any such alleged breach or complaint. Upon receipt of such notice, Manager shall have thirty (30) days to cure any breach or respond to any complaint. If said breach or complaint is not resolved to the Association's reasonable satisfaction within such time frame, the Association may thereupon terminate this Agreement by providing thirty (30) days written notification of termination. Compliance with this section is a condition precedent to the Association's ability to commence any legal action against Manager, its employees, agents or representatives. If Association wishes to cancel this Agreement for any reason other than the reasons stated above in this Section 2.2, Association shall provide sixty (60) days written notice to the Manager, stating its intent to cancel this Agreement.

2.3 Termination by Manager. In the event that the Association breaches this Agreement, including, without limitation, by failing to maintain adequate insurance without any lapse, or in the event it is alleged or charged that the Property, or any equipment therein or thereon, (i) fails to comply with or is in violation of any requirement of any constitutional provision, statute, rule, ordinance, law or regulation of any governmental body, or (ii) fails to comply with any order or ruling, or in the event any public authority finds that any action or position of the Association or the Board may result in damage or liability to Manager, or may result in a disciplinary proceeding with respect to Manager's license, Manager shall notify the Association in writing within thirty (30) days of learning of the alleged breach, charge, or allegation. Upon Receipt of such notice, the Association shall have thirty (30) days to cure any breach and/or respond to and remedy any such charge or allegation. If said breach, charge, or allegation is not resolved to Manager's reasonable satisfaction within such time frame, Manager may thereupon terminate this Agreement by providing thirty (30) days written notification of termination. Compliance with this section is a condition precedent to Manager's ability to commence any legal action against the Association, its agents, or representatives. If Manager wishes to cancel this Agreement for any reason other than the reasons stated above in this Section 2.3, Manager shall provide sixty (60) days written notice to the Association, stating its intent to cancel this Agreement.

2.4 Assumption of Liabilities Upon Termination. Upon termination of or withdrawal from this Agreement by either Party, the Association shall assume the obligations of any and all contracts, outstanding or unpaid bills, or other liabilities relating to the Association for work and services contracted for in accordance with the terms and conditions set forth herein.

ARTICLE III MANAGER'S COMPENSATION AND FEES

3.1 Management Fee. The Association in whole shall pay Manager a fee for Management of **One Hundred Fifteen Thousand Dollars (\$115,000)** per year compensation for Manager's performance under this Agreement. The Management Fee of **\$9,583.330/month** shall be paid to Manager in advance no later than the first (1st) day of each month. Additionally, the Association shall pay Manager a fee for Management of up to **Thirty Thousand Dollars (\$30,000.00)** per year upon meeting or exceeding certain milestones per Exhibit C of this Agreement. This additional fee will be paid quarterly, up to **[Seven Thousand Five Hundred Dollars (\$7,500)]** at the end of each fiscal quarter.

3.2 Fee Disclosure and Other Fees. In addition to the Management Fee and any other fees charged by Manager pursuant to this Agreement, Manager shall charge for the provision of, as applicable, those services listed on Manager's "**Fee Disclosure**" and "**Billing Rates**" which are attached hereto as Exhibit A, and Exhibit B and made a part hereof by this reference. Manager shall charge those fees listed opposite each such service on the Fee Disclosure. Such Fee Disclosure may be updated once every calendar year, and distributed to the Board for approval, and any approved changes thereto shall be incorporated into this Agreement by reference. Where applicable, Manager may charge for the performance of certain services as are noted and listed in this Agreement. Any and all expenses incurred by the Association for items set forth in the Fee Disclosure and Billing Rates shall be reflected in a detailed invoice.

ARTICLE IV ACCOUNTING AND FINANCIAL MATTERS

4.1 Preparation of Annual Budgets. Each year, Manager shall assist the Board in preparing an annual operating budget proposal (the "**Annual Budget**"), in a timely manner consistent with Governing Documents and applicable law, to include an itemized statement of the anticipated receipts and disbursements for the next fiscal year based upon the projected schedule of assessments and the general condition of the Association and projected expenditures.

4.2 Accounting Records. Manager shall establish and maintain an accounting system of records of all income and expenses relating to the Association. Initially, this accounting system will be maintained on a Quick Books platform consistent with generally accepted accounting principles as are typical for Associations. The accounting system shall meet the requirements of regulations published DORA as in existence at the time of entering this Agreement, as such may be amended from time to time. Such records shall be subject to examination by the Association's authorized agents or any Member during Manager's normal office hours and upon such notice as is mandated by the Governing Documents and CCIOA.

4.3 Review of Finances; Audits. Within no more than thirty (30) days after the end of each fiscal year, Manager shall prepare a summary of all expenditures relating to the Association for the preceding year, provided, however, that this service shall not be construed so as to require Manager to supply an audit. The Manager shall, as directed to do so by the Board, solicit bids for an annual audit or review from reputable CPA firms, and will cooperate with any such CPA firms as is necessary. The Association shall be solely responsible for paying any such CPA firm for services rendered.

4.4 Tax Returns and Other Financial Reports. Manager shall, as directed by the Board, cooperate with an independent certified public accountant or auditor (selected by the Board), who shall be retained and paid for by the Association, to accomplish the filing of all Federal and State income tax returns and other reports relating to the Association. Manager shall also, as directed by the Board, prepare or cause to be prepared, for the execution and filing by the Association, all forms, reports, and returns required by law relating to the Association's employment of personnel, including but not limited to those forms, reports, and returns relating to unemployment insurance, worker's compensation, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed by State or Federal authorities.

**ARTICLE V
ADMINISTRATIVE SERVICES**

5.1 Conduct; Office Hours; Phone Number. Manager shall at all times maintain business-like relations with all Association Members (“Members”) and other persons with whom Manager interacts on behalf of the Association. Manager’s office shall be staffed between the hours of nine (9:00) am and five o’clock (5:00) pm, Monday through Friday, excluding Federal and office holidays (“**Normal Business Hours**”), and such office shall be open to all Members during such hours. Manager should only be contacted after Normal Business Hours in the event of an emergency. In emergency situations, Members or the Board should first dial 911, if applicable, and then, once in a safe location and emergency help is on the way, Manager should be contacted immediately at (970) 949-6070 and press zero (0) for on call personnel. This procedure should be followed regardless of whether the emergency arises during or outside of Normal Business Hours.

5.2.1 Supervision of Covenant Compliance Inspector. The Manager shall supervise, train and coordinate the activities of a Covenant Compliance Inspector, who is an employee of Manager, and will patrol the community not less than twenty-four (24) per week, and, shall complete other Covenant Compliance activities including, but not limited to, preparation of violation notices, mailing of notices, education of residents about covenants, conditions and restrictions and preparation of Board reports.

5.2.2 Supervision of Design Review Consultant. Manager shall receive all applications for design review contemplated in the 1992 Declaration of Covenants, Conditions and Restrictions (Declaration”) and related guidelines, and forward such applications to the Design Review Consultant to inform and coordinate review by the Design Review Committee appointed by the Board. Manager shall monitor completion of the review and determine that all necessary notices are provide to the applicant and community, if any. The Design Review Consultant shall be an independent contractor selected by the Board with assistance of Manager, and operating under a professional services agreement with the Association.

5.3 Attendance at Meetings. Manager, or a designated employee or other representative of Manager, shall attend twelve (12) regular meetings of the Board or as the governing documents or board require and one (1) annual meeting of the Association each year, each such meeting shall not exceed two (2) hours in length without additional hourly fees being applied. Manager, or its designated employee or representative, shall schedule, coordinate, secure adequate meeting space for and attend all such meetings. Manager shall at the cost of the Association notify the Members in writing of the annual meeting and any special meetings of the Association, and prepare all supporting documentation and/or make arrangements to assure professional meetings. At the Board’s request and at no additional cost to the Association, Manager shall prepare, on behalf of the Secretary of the Association, accurate meeting minutes for any meeting attended. Nonetheless, any such minutes prepared by Manager shall not be adopted as the official minutes of the Association until reviewed and approved by the Board.

5.4 Document Preparation for Meetings. For each Board meeting, Manager shall send (or deliver) to each board member, three (3) days prior to the meeting, a Board packet which shall include: an agenda, unaudited financial reports, minutes of the previous Board meeting, and any other information the Manager and/or Board deems to be pertinent to such agenda and the discussion items noted therein. For each Annual Meeting, Manager shall (i) prepare and send a notice of meeting and proxies to all Members, (ii) prepare the agenda, (iii) prepare the ballot, if necessary (iv) provide check-in and vote

counting assistance, and (v) provide an Annual Budget and accounting review by designated accountant. The Association agrees to reimburse Manager for any costs incurred in connection with the preparation of any such Board or Annual meeting.

5.5 Association Records. Manager shall maintain a system of office and computer records, books, and accountings relating to the Association, which shall be subject to examination by any Member or any such Member's authorized agent(s) pursuant to the Association's records review policy or as is required by law or the Governing Documents. Manager shall provide the Members, when requested, with copies of all rules, regulations and notices, as may be promulgated by the Association from time to time.

5.6 Additional Services. The Manager shall provide other services under this Agreement as identified in Exhibit D and/or as otherwise mutually agreed to in writing by the parties.

5.7 Maintenance of Website and Communication. Manager shall maintain a website that incorporates all needed documents of the Association members including, but not limited to, Association legal documents, notices, agenda, minutes and information packages from Board meetings, annual budget, periodic financial statements, and other information reasonably requested by the Board. The Manager shall also prepare monthly and quarterly newsletters to disseminate to Members via email and US mail. Any printing or mailing costs for the newsletters will be billed to the Association.

5.8 Conduct of Annual Association Meetings. In connection with the Annual Association Meetings, Manager shall be responsible for mailing of notices, preparation of mail-in ballots and information, receipt of ballots, counting of ballots, preparation of annual meeting presentations, and other matters necessary to conduct the annual meeting all as directed by the Board or its designee, in compliance with the Governing Documents.

ARTICLE VI

CONTRACTOR AND VENDOR INTERFACE

6.1 Procurement. The Manager shall assist the Board in procuring and finalizing those contracts and agreements for services that the Board deems necessary or advisable. The Manager will, as is necessary, administer and oversee the performance of such contracts and agreements as they are performed by the independent contractors who have agreed to provide any such services. Notwithstanding the foregoing, the Association recognizes that the Manager has no control over the performance of any such independent contractor(s), and the Association agrees that Manager's sole responsibilities with respect to any such contracts and agreements are to (i) periodically check on the performance of any such independent contractor(s), (ii) review all contractor invoices for accuracy and ensure completion of contracted services before recommending payment; (iii) inform said contractor(s) of areas of non-performance, and (iv) make recommendations to the Board regarding possible courses of action to take regarding any unsatisfactory performance by such contractor(s). The Association recognizes that the Manager is not an "on site" representative for the Association, and that Manager is therefore not responsible for overseeing the day-to-day performance of any contractor.

6.2 Maintenance Services. Manager and/or its affiliates may choose to bid on and provide certain other services to the Association that are listed in this Agreement (Exhibit B) attached hereto. In so doing, Manager will expect to earn a reasonable profit in accordance with a separate agreement that

will be entered into by and between Manager and the Association. These would include Maintenance Contract, Landscape Contract and Snow Removal.

ARTICLE VII EXPENDITURES BY MANAGER

7.1 Purchase Guidelines. Manager shall, as directed by the Board or as it deems necessary, on behalf of the Association, purchase all materials, supplies and labor as are necessary for the proper operation and maintenance of the Property. In discharging its responsibilities under this Agreement, Manager shall not, without the prior consent of the Association through the Board, make any unbudgeted expenditures or incur any nonrecurring contractual obligation in excess of One Thousand Dollars and no/100 (\$1,000.00). HOWEVER, no such consent shall be required to repay any advances made by Manager on behalf of the Association pursuant to the terms of this Agreement. Notwithstanding these limitations, Manager may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property, or which may threaten the suspension of any necessary service to the Property.

7.2 Advancement of Funds. Notwithstanding any of the foregoing, nothing contained in this Agreement shall be construed so as to obligate Manager to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Manager shall be repaid to Manager immediately. Any sums due Manager under any provision of this Agreement and not paid within ten (10) days after notice to the Association that such sums have become due, shall bear interest at the rate of twelve percent (12%) per annum until all such sums, including any interest earned thereon, are paid in full.

ARTICLE VIII INSURANCE

8.1 Association Insurance. The Association shall carry at its own expense reasonable and customary insurance per CCIOA requirements for the Property, Manager, itself, and the respective owners, managers, shareholders, employees, agents and representatives of the Association and Manager, including but not limited to public liability, property and casualty, errors and omissions, boiler, fire and extended coverage, and all such other insurance as may be necessary and appropriate to insure all of the foregoing against liability. The Manager shall assist the Association in obtaining, renewing, and extending any such insurance coverage as directed by the Board. The Manager shall maintain appropriate records of such insurance coverage, and will cooperate with the Association's insurance company in reporting accidents and claims, and shall file such claims on behalf of the Association. Notwithstanding the foregoing, Manager shall charge the Association those fees that are listed on the Fee Disclosure for the coordination, investigation, reporting, inspecting and accounting of each such insurance claim.

The Board shall be solely responsible for establishing the amount of coverage for each Association insurance policy. Such insurance policies shall name Manager as an additional insured with primary coverage, if available, but in any case, such coverage shall be adequate to protect the interests of both the Association and Manager and in a form, substance and amounts reasonably satisfactory to Manager. Said policies shall further provide that notice of default or cancellation shall be sent to Manager as well as to the Association and shall require a minimum of thirty (30) days written notice to Manager before

any cancellation of or changes to said policies take effect. Any such cancellation of, or changes to, said policies shall also be reasonably satisfactory to Manager. The Association shall provide Manager with certificates evidencing such insurance or with duplicate copies of such policies within thirty (30) days of execution of this Agreement. Notwithstanding the foregoing, Manager may, but shall not be obligated to, purchase said insurance on behalf of the Association, and charge the cost thereof to the account of the Association.

8.2 Manager Insurance. Manager shall provide Association with valid certificates for General Liability, Excess Liability, Professional Liability Workers Comp and Auto (of all which exists). Manager agrees to maintain a liability insurance policy to protect Manager and its employees and the Association and its owners against any liability that may arise as a result of Manager's provision of the services provided to the Association pursuant to this Agreement. Maintenance by Manager, however, of any such liability insurance policy, shall not in any way affect Association's responsibility, pursuant to this Agreement, to maintain its own liability insurance policy(ies) or name Manager as an additional insured on such policy(ies), nor shall it affect Association's duty to indemnify Manager pursuant to this Agreement. Any insurance procured and maintained by Manager shall be excess non-contributory to the insurance maintained by the Association.

ARTICLE IX LIABILITY AND INDEMNIFICATION

9.1 Manager Liability. Manager assumes no liability whatsoever for any acts or omissions of the Board, any previous Board, the Association, any current or previous Members, current or previous owners of the Property itself, any previous manager, or any other agents, persons or entities affiliated with the Association or the Property in any way unless any of the referenced parties acted under the direction or direct control of Manager. Manager assumes no liability for any action, inaction, omission, failure or default of or by any third party or Members in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any Member to the Association, pursuant to any lease or otherwise. Further, Manager does not assume any liability for previously unknown or future violations of environmental or other regulations, which may become known during any term of this Agreement unless such violation(s) result from any acts or omissions of Managers or its agents. Any such regulatory violations or hazards discovered by Manager shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

9.2 Indemnification. The Association hereby agrees to indemnify, defend and hold harmless Manager and Manager's Members, owners, shareholders, employees, agents, representatives, officers and directors from and against any and all claims, losses, costs, investigations, suits and damages, including attorney's fees, arising out of the performance of this Agreement or in connection with the management and operation of the Property of the Association, including but not limited to claims, damages and liability for injuries suffered or death or property damage incurred relating to such management and operation of the Property of the Association.

The Association hereby agrees to further indemnify, defend and hold harmless Manager and its owners, managers, shareholders, employees, agents, representatives, officers and directors harmless from and against all claims, investigations and/or suits, relating to the Association's or the Board's action or failure to act. The Association hereby agrees to pay any and all costs associated with any such actual or alleged

violation(s), including, but not limited to, payment of all settlements, judgments, damages, liquidated damages, penalties forfeitures, back pay awards, court costs, litigation expense and attorneys' fees.

The indemnifications set forth in this Agreement do not apply to any intentional wrongful acts or omissions, or negligent acts or omissions, by Manager, Manager's owners, directors, shareholders, managers, employees, representatives, agents or officers in the performance of their duties under in this Agreement, in the performance of any acts as Manager for the Association or in the performance of any acts or duties as required by law.

Moreover, Manager agrees to indemnify, defend and hold harmless Association and its owners, managers, shareholders, employees, agents, representatives, officers and directors from and against any and all claims, losses, costs, investigations, suits and damages, including attorney's fees and costs, in the event of any intentional wrongful acts or omissions, or negligent acts or omissions, by Manager, Manager's owners, directors, shareholders, managers, employees, representatives, agents or officers in the performance of their duties under this Agreement, in the performance of any acts as Manager for the Association or in the performance of any acts or duties for the Association as required by law.

9.3 Breach of Agreement. In the event of any breach, default or violation of this Agreement or obligations arising thereunder, the prevailing party in any action or proceeding shall be entitled to its reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

ARTICLE X MISCELLANEOUS

10.1 Survival. All representations, warranties, covenants and indemnifications of the Parties contained herein shall survive the termination of this Agreement, including but not limited to, all provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Manager. If Manager is or becomes involved in any proceeding or litigation by reason of having been the Association's Manager at any time following the termination of this Agreement, such provisions shall apply as if this Agreement were still in effect.

10.2 Headings. All headings and subheadings employed within this Agreement are inserted for convenience and ease of reference only and are not to be considered in the construction or interpretation of any provision of this Agreement.

10.3 Force Majeure. Any delays in the performance of any obligation of Manager or Association under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather and similar causes not within the control of Manager or Association as applicable, and any time periods required for performance shall be extended accordingly.

10.4 Complete Agreement. This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Manager with respect to the management and operation of the Property, and supersedes and replaces any and all previous agreement(s), whether written, oral or otherwise entered into and/or negotiated between the Association and Manager relating to the Property. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by both the Association and Manager. Each Party to this Agreement

hereby acknowledges and agrees that the other Party has made no warranties, representations, covenants or agreements, express or implied, to such Party, other than those expressly set forth herein, and that each Party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such Party, other than those expressly set forth herein.

10.5 Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either of the Parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not be considered a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the Parties may be exercised from time to time and as often as may be deemed expedient by those Parties.

10.6 Applicable Law, Jurisdiction and Venue. The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Colorado, notwithstanding any choice of laws, provisions or principles to the contrary. The Parties irrevocably consent to the jurisdiction of the Eagle County Courts, and agree that such courts are in any and all events an appropriate venue to enforce the provisions of this Agreement.

10.7 Notices. Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Manager or the Association may specify hereafter in writing.

TO MANAGER:

Christopher Tanis
Bold Property Management Solutions
PO Box 5800/101 Fawcett Rd. #220
Avon, CO 81620

TO ASSOCIATION:

President
EAGLE VAIL PROPERTY OWNERS ASSOCIATION, INC.
Copy to:
John Goodman
Goodman & Wallace, P.C
105 Edwards Village Blvd Suite D-201
PO Box 1886
Edwards, CO 81632

10.8 Delivery of Notices. Notices or other communications between the Parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid and may be deposited in a United States Post Office or a depository regularly maintained by the Post Office. Such notices may also be delivered by hand or by any other receipt method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided herein.

10.9 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Association. With written approval of the Board, Manager shall have the right to assign or transfer this Agreement with all its right, title and interest therein, to any person, firm or corporation, at any time during the term of the Agreement and such assignees shall acquire all of the rights and assume all of the obligations of Manager under this Agreement.

10.10 Representation. Each Party hereto acknowledges that legal counsel representing Manager prepared this Agreement. Further, each Party acknowledges that said legal counsel was acting solely on behalf of Manager and not on behalf of Association or any other person or entity, either individually or collectively. Each Party has been advised by Manager to seek independent legal and financial counsel with respect to its execution of this Agreement and has had the opportunity to do so. Manager and its counsel, or their successors in interest may rely upon the statements made in this paragraph.

10.11 CCIOA and Applicable Law. Manager agrees to perform all services, conduct all work or otherwise perform any obligations under this agreement in accordance with CCIOA and any other applicable laws, ordinances, rules or regulations.

10.12 Past Agreements. This Agreement supersedes all previous agreements between parties.

[Remainder of page left blank intentionally. Signature page follows.]



IN WITNESS WHEREOF, the Parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____, 2021.

ASSOCIATION:

EAGLE VAIL PROPERTY OWNERS' ASSOCIATION, INC.

By:
Its:

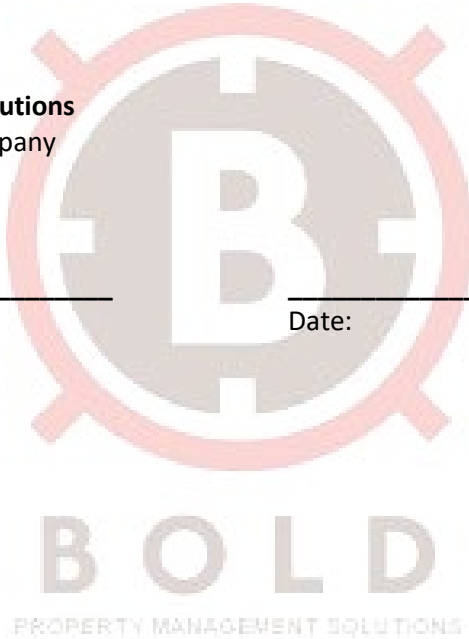
Date:

MANAGER:

Bold Property Management Solutions
A Colorado limited Liability Company

By: Christopher Tanis
Its: President

Date:



Bold Property Management Solutions & POA

EXHIBIT A - FEE DISCLOSURE
Fees for 2021

One Time Start-up Fee N/A

SERVICES PAID TO MANAGEMENT BY ASSOCIATION:

Website implementation	Cost
Website hosting fee	Cost
Additional management attendance at meetings	hourly + mileage + costs
Community Managers	\$ 65.00 per hour
Senior Managers	\$ 65.00 per hour
Accounting Issues	\$ 75.00 per hour
Admin Assistants	\$ 55.00 per hour

Beyond contractual, Board, member and Committee meetings, preparation, and/or appearance on behalf of Association for litigation hearings, court appearances, depositions, document request by an owner, overview of review sessions with an owner, bank loan negotiations, meetings exceeding length included in contract, scanning & sending, coordination and/or editing of documents, policies, recording of POA documents, shredding of documents, rule and regulation enforcement hearings, notification and implementation and for consulting on other POA issues.

Rules and Regulations drafts and revisions	Inc. (Does not include legal)
Governing Document Modifications	Inc. (Does not include legal)
Additional Flyers	Hourly
Required Policies	Inc.
Insurance claim oversight	\$ 500.00 minimum per claim, plus \$ 90.00 per hour after first 5 hours

ADMINISTRATIVE FEES PAID BY THE ASSOCIATION:

Annual Office Cost	per budget
Postage	per budget
Annual Office Supplies	per budget

SPECIAL MAILINGS:

Copies (b&w)	\$ 0.15/each
Copies (Color)	\$ 0.30/each
Postage	Cost
Envelopes (#10)	\$ 0.12/each
Envelopes (9x12)	\$ 0.40/each
Labels (filing, mailing, other)	\$ 0.05/each
Storage boxes	\$ 1.50/each
Laser encoded checks	Cost

EXHIBIT A - FEE DISCLOSURE (Page 2)

POA forms and documents are available on line via www.homewisedocs.com and are available to Lenders, Title Companies, Brokers and others that are parties to a Real Estate Transaction. These only paid when someone is refinancing or selling their property. Owners have access to POA docs on-line at no charge.

Transfer of Ownership (status letter); POA Certification questionnaire; resale disclosure letter

Package includes:

- Disclosure statement
- Insurance certification
- Annual meeting minutes
- Governing documents
- Financial Package
- Meeting Minutes
- Acknowledgement form
- Mortgage questionnaire

SERVICES PAID TO MANAGEMENT BY LOT OWNERS, IF APPLICABLE:

Return check fee	\$ 30.00 in addition to banks NSF charge
Delinquent (collection) notices	
• 1 st letter	\$ 25.00
• 2 nd letter	\$ 50.00
• Demand letter	\$ 75.00 plus certified mail costs
• Transfer to attorney and all communication	\$ 75.00

SERVICES PAID TO MANAGEMENT BY ASSOCIATION:

One Time Departure Charge to organize all files and history for pick up upon termination of contract	\$ 300.00
1099 preparation in accordance with Government guidelines	\$ 20.00 per vendor

Statutory Required Services

- | | |
|-----------------------------|----------------|
| • Secretary of State Filing | \$ Current Fee |
| • DORA Filing | \$ Current Fee |

Bold Services

EXHIBIT B - BILLING RATES

General Maintenance

Minor plumbing - \$55/Hour
Electrical repairs - \$55/Hour
Painting and drywall repairs - \$55/Hour
General interior maintenance - \$55/Hour
Carpentry services - \$55/Hour



Planting and maintaining flower beds, weeding - \$45/Hour
Mulching or landscaping projects - \$45/Hour
Leaf raking and bagging - \$45/Hour
Aerating and power raking - \$55/Hour
Irrigation system maintenance - \$65/Hour
Irrigation system blowout - \$15/Zone

EXHIBIT C

Bold Targets – 2021

	Milestone	Measurement	Max Amount
1	Hire and train a full time Manager/Coordinator dedicated to EVPOA	CAM hired and working. \$1K paid each month when CAM is working.	\$12,000
2	Participate in updating of rules and regulations to make clear standard processes that are practical and enforceable	Warning policy in place: \$1000 Quarterly helping rules committee be successful: \$500	\$3,000
3	Improve DRC and Compliance reporting to help board manage those activities and improve community satisfaction with performance.	Report format approved by board: \$1000 Quarterly satisfaction vote by board: \$1250	\$6,000
4	Reduced dues defaults to <10% of current year billings	Collect =>90% of billings: \$3000, 10% after	\$5,000
5	Help to collect >20% of all past due accounts	Potential to collect about 30,000 in past due. Collect at least \$10K = 2,500, 15% after	\$4,000
			\$30,000



EXHIBIT D

Other Agreed Upon Services of Manager

The purpose of this Exhibit is to document other services to be provided by Manager as agreed to between the Parties pursuant to this Agreement and included in Management Fee in Section 3.1

1. As directed by the Board, administration of vendor agreements including snow plowing, and pet station services, landscaping services for certain areas in the Community.
2. Interaction with volunteer committees for planned community events which are to be managed by Events Committee.
3. Provide Board of Directors, on annual basis, copies of Certificates of Insurance for required insurance coverages with naming of Association as "additional named insured" where appropriate.
4. Receive and process Association mail in a timely manner.
5. Mail welcome letters, dues payment procedures/schedules, and rules and regulations to all new Members.
6. Assist Members, realtors, and title companies with Member transition and advise title companies of assessments and liens due at the time of transfer of title through status letters. Separate fees are charged directly to owners and other entities seeking this information and not to the Association. BOLD currently contracts out with "Home Wise" for the management and distribution of POA information.
7. Act as a liaison, when requested by the Board, between Board and the Association's designated attorney.
8. Participate in the development of policies and procedures for the Association.
9. Help foster volunteer involvement within the Association.
10. Hereby, Christopher Tanis will be the designated manager as Registered Agent of the Association, and Manager shall prepare and file all necessary documents with the proper agencies to note such relationship.

BOLD
PROPERTY MANAGEMENT SOLUTIONS



EAGLE VAIL PROPERTY OWNERS' ASSOCIATION, INC.
Application for Design Review

Application No. _____
Date submitted _____
Date approved _____

Property where work is to be done: Lot _____ Block _____ Filing _____

Street Address _____

Owner's Name(s) _____

Mailing address: Street/ P.O. Box _____ City _____ State _____ Zip _____

Phone _____ email _____

Owner's Representative Name _____

Mailing address: Street/ P.O. Box _____ City _____ State _____ Zip _____

Phone _____ email _____

APPLICATION TYPE

Refer to page 3 for Review Fee Structure and Compliance Deposit Information

<input checked="" type="checkbox"/> <u>Project Type</u>	<u>Review Fee</u>
_____ New Construction or Addition _____ sf x \$0.50 / sq ft =	\$ _____ (\$500 min)
_____ Remodel/Renovation (\$500 min or per DRC Administrator	\$ _____ (\$500 min)
_____ Minor Project (\$150.00 standard or per Fee Structure)	\$ _____ see page 3
_____ Other _____ (per Fee Structure)	\$ _____ see page 3
	Fee Amount \$ _____ Paid ()
	Compliance Deposit \$ _____ Paid ()

The required Compliance Deposit amount is shown on the Design Review Fee Structure, page 3. Items that do not require a Compliance Deposit may be subject to fines or penalties for not completing work according to approved documents. If the project is part of a duplex, fourplex or condo association, a completed and signed Party Wall Consent Form (page 4) must be included with the application.

Applicant: I have read, and understand the: EagleVail Design Review Guidelines
EagleVail PUD Guidelines (Eagle County Zoning)
EagleVail Protective Covenants
EagleVail Supplemental Rules and Regulations

I understand that written approval must be obtained from the EagleVail Property Owners' Association Design Review Committee ("DRC") before any construction can commence. I further agree not to alter existing drainage patterns on any Lot without the express approval of the DRC. I understand that DRC approval does not constitute approval of the Eagle County Building Department, nor is it a guarantee of structural safety or engineering soundness. I agree that I will obtain the necessary Eagle County building permits prior to commencement of any work, and that failure to do so will result in withdrawal of approval. I agree that the DRC, or its designated agent, may enter upon a construction site at any reasonable time to inspect the progress of the construction activity and ensure compliance with approved final plans and the EagleVail Design Guidelines. I acknowledge that refusal to grant such access shall result in withdrawal of DRC approval.

Signature: _____

Date: _____

Brief Description of Project

Description of work (include design, nature, kind, size, shape, height, width, color, materials, general plan of landscaping, if required, fencing, windbreaks, grading and location of proposed improvement):

Proposed Date for Commencement of Work: _____

Estimated Date for Completion of Work: _____

Attachments:

- _____ Full size construction drawings, prepared by a Colorado licensed architect or engineer, if structural changes. See section 8.2.b for final submittal requirements
- _____ PDF version of all drawings
- _____ Specifications (e.g. manufacturer's brochure)
- _____ Samples or description of paint or stain colors (include manufacturer and color name/number)
- _____ Sample of materials
- _____ Exterior Lighting cut sheets (dark sky compliant).
- _____ Photographs
- _____ Approval from duplex owner or property owners' association
- _____ Other _____

Submittals smaller than 8 ½ X 11 will NOT be accepted; therefore, secure photographs, color sample, etc. to an 8 ½" X 11" sheet of paper, preferably rigid cardboard. Identify EVERY sheet of submittal with owner's name and property address.

All fees shall be **paid by check** to the Eagle Vail POA. All fees, materials and drawings shall be submitted to Bold Property Management.

Mailing: PO Box 5800, Avon, CO 81620
Email: DRC-EVPOA@boldsolutions.net

Physical: 101 Fawcett Road #220, Avon, CO 81620
Phone: (970) 949-6070

Design Review Fee Structure

Eagle Vail Property Owners Association

The following information is provided as guidance and is not to be considered all-inclusive. Per the governing documents, the DRC Administrator reserves the right to determine the final fee and compliance deposit. Where discrepancies occur, the governing documents shall take precedent.

When planning any exterior home improvement project, refer to the *Amended and Restated EagleVail Design Guidelines and Review Process* adopted June 20, 2018. **Sections 3.0** and **8.0** provide additional information on Fees and Design Review Process.

Standard Fee Structure

Project Type	Review Fee	Compliance Deposit
New Construction or Addition	\$.50/sf, \$500 minimum	4x Review Fee
Remodel / Renovation	\$ 500 min or per DRC Admin	4x Review Fee
Minor Project	\$ 150*	\$250/\$600*

When multiple project types are submitted under one application, only one fee will be required, based on the review fee for the higher-cost project component. For projects not listed below, or not within the guidelines, the project type and associated fees shall be determined by the DRC Administrator.

Examples of Project Types and Exceptions

Remodel / Renovation

Replacement of existing siding materials to new materials, changes to window/door opening sizes/shapes, changes to roof shape or size

Minor Project (\$600 Compliance Deposit)

Minor exterior alteration (re-painting, re-staining, roof material replacement), railing installation or replacement, fencing, trash enclosures, mechanical equipment, patios, decks, dumping of material on a site; paving, modifying or resurfacing of driveways, changing drives/parking spaces from gravel to asphalt, concrete or pavers, all alterations to grading (temporary or final).

Minor Project (\$250 Compliance Deposit)

Minor exterior alteration (door replacement, window replacement, siding maintenance/replacement with same materials), site walls of any type, exterior light fixtures (see fee waived below), sign erection, photovoltaic solar installation, walkways, hot tubs

Exceptions to the Standard Fee Structure

Application Required - Fee waived

Repaint house same color, re-roof to match existing, dead tree removal, replace non-compliant exterior light fixture with Dark-Sky compliant fixture

Application Required - Fee reduced (\$50 fee)

Paint front door new color, live tree removal, new landscape beds

No Application Required

Minor repairs/replacement of existing materials due to damage/wear (**less than 25sf**), re-paint doors existing color, roof gutter installation, roof heat-tape installation, landscaping within existing beds, gardening and landscape maintenance.

Per Section 8.1h of the Guidelines:

When any Owner, developer or contractor is unsure if a contemplated building project requires approval from the design review process, such person must confirm the requirement by contacting the DRC or DRC's professional consultant.

Email DRC-EVPOA@boldsolutions.net

Phone (970) 949-6070

Commencing construction without approval of the DRC can result in a penalty of up to four (4) times the application fee before construction can continue. For projects that don't require an application fee, a minimum fine of \$250 can result.



**EAGLE VAIL PROPERTY OWNERS' ASSOCIATION, INC.
DESIGN REVIEW COMMITTEE**

PARTY WALL CONSENT FORM

This form is applicable to all Design Review applicants that share ownership of the subject property. For example, the subject property where construction is occurring is a duplex, condominium (or multi-tenant building). This form shall be completed by the applicant's party wall / joint property owner. In the case of a multiple-family dwelling or multi-tenant building, the association shall complete this form and mail to: EagleVail Design Review Committee, P.O. Box 5800, Avon, CO 81620 or email to DRC-EVPOA@boldsolutions.net.

I, (print name) _____, a joint owner, or as authority of the _____ association, of property located at _____

provide this letter as written approval of the plans dated _____ which have been submitted to the Design Review Committee of the Eagle Vail Property Owners' Association, Inc. for the proposed improvements to be completed at the address noted above. I understand that the proposed improvements include:

I understand that minor modifications may be made to the plans over the course of the review process to ensure compliance with the rules and regulations of the Eagle Vail Property Owners' Association, Inc.

I request that all modifications, minor or otherwise, which are made to the plans over the course of the review process, be brought to my attention by the applicant for additional approval before undergoing further review by the DRC.

(Signature)

(Date)

UNDERSTANDING THE DESIGN REVIEW PROCESS

Eagle Vail Property Owners Association



The following information is provided as guidance. It is not to be considered all-inclusive. Refer to the adopted governing documents referenced below when planning new construction or home improvement projects. If discrepancies occur, the governing documents shall take precedent.

New construction and most improvements to the exterior of your home and property require approval of the EagleVail Design Review Committee (DRC). The DRC is a committee of five EagleVail property owners appointed by the EagleVail Property Owners Association Board of Directors (EVPOA) in accordance with the 1992 Amended Covenants. The role of the DRC is to ensure that new projects meet the standards outlined in the EagleVail Design Review Guidelines and Review Process (The Guidelines).

The Guidelines, developed in 1992 and most recently updated and adopted by the EVPOA in 2018, set regulations to ensure that new construction, alterations of existing structures and new or remodeled site and landscaping projects fit the character of the neighborhood, positively impact neighboring properties and meet the zoning parameters found in the PUD Guide such as building setbacks and impervious surface allowances.

Projects that require DRC approval

See the Application for information on project types, application fees and compliance deposits. Section 8.0 DESIGN REVIEW PROCESS of the Guidelines provides additional information.

Application Fees

Fees are based on the type and scope of the project. New construction, remodels and additions to building footprint are based on square footage with a **\$500** minimum fee. All other projects, with several exceptions, require a **\$150** review fee. Some project require an application, with no fees.

Compliance Deposits

Most project types require a Compliance Deposit to ensure the completed project meets the approved design submittal. Compliance Deposits are due with the application to ensure prompt review.

Fines

Commencing construction without approval of the DRC can result in a penalty of up to four (4) times the application fee before construction can continue. For projects that don't require an application fee, a minimum fine of \$250 can result.

Eagle County

Check with Eagle County for Building Permit and Land Use requirements. Drawings stamped with DRC Approval may be required for Building Permits.

Governing Documents EagleVail Design Review Process

Amended and Restated EagleVail Design Guidelines and Review Process
Developed 1992 and most recently amended 2018 (The Guidelines)

Amended and Restated Declaration of Covenants, Conditions and Restrictions of EagleVail Subdivision Filings Nos. 1 and 2 and Whiskey Hill – adopted 1992

EagleVail Planned Unit Development Guide
Adopted 1979 and most recently amended 2012

Submitting a DRC Application

DRC Application: eaglevail-poa.com/design-review-committee

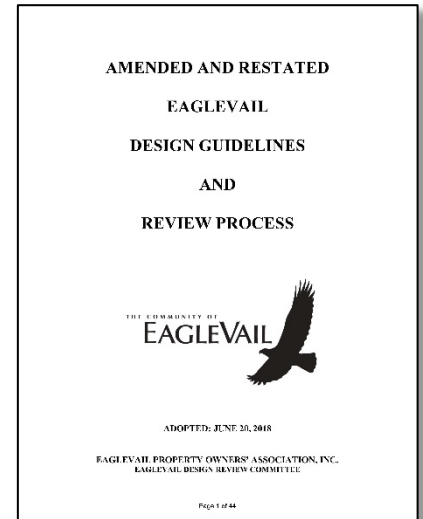
1. Fill out the application in full, include a detailed description of the work
2. Provide legible drawings, photos and additional documents as needed to accurately show the proposed project
3. Include a site plat, survey or ILC showing property lines, easements, setbacks and existing structures when appropriate for site work, new construction, additions, fences, garden walls, etc.
4. Per DRC Guidelines Section 1.2, all submittals will be held to the same standards and requirements regardless of whether drawings and information are completed by an architect or other design professional or if Owners create their own submittal
5. Painting projects - provide a paint color sample from the paint store or a 2" x 2" minimum painted sample
6. If you are part of a duplex, fourplex or condo association, you must have written approval of adjacent owners or the condo association. A **Party Wall Consent Form** letter is included in the DRC Application and must be submitted with the application.
7. Submit application, materials and fees to Bold Property Solutions in Traer Creek:

Mailing: PO Box 5800, Avon, CO 81620

Physical: 101 Fawcett Road #220, Avon, CO 81620

Email: DRC-EVPOA@boldsolutions.net

Phone: (970) 949-6070



The Approval Process

Applications will only be reviewed when a complete package has been received, including the appropriate review fee and compliance deposit. Applications will not be stamped as approved without receipt of compliance deposit where one is required.

1. Complete application packages are due a minimum of **one week prior** to the scheduled meeting. Meetings are typically held the 3rd Thursday of each month. Check with Bold for scheduled time.
2. Some projects can be staff-approved in which case applicants will generally receive approval within 7-10 business days. Note that all projects are subject to review by the DRC at a regularly scheduled meeting.
3. For applications requiring a meeting of the committee, applicants and/or their representative are invited to present their project and participate in the discussion of the application.
4. Once a project is approved, and all fees paid, the committee will return drawings stamped with "DRC approval" suitable for submittal to Eagle County for permitting and/or for the owner's records.

The EagleVail POA website, eaglevail-poa.com, provides links to:

- [EagleVail Design Review Guidelines and Review Process](#)
- Design Review Application
- A list of common projects and associated fees
- Governing Documents

Please email DRC-EVPOA@boldsolutions.net with questions.