SITE MAINTENANCE MANAGEMENT AGREEMENT BETWEEN LAKE FOREST CONDO HOMEOWNERS ASSOCIATION AND BELLS AND WHISTLES PROPERTY MANAGEMENT LLC

THIS AGREEMENT, made and entered into this 23rd day of APRIL, 2022, by and between **LAKE FOREST CONDO HOMEOWNERS ASSOCIATION**, hereinafter referred to as the "ASSOCIATION," on behalf of all the owners and Bells and Whistles Property Management LLC, the "SITE MAINTENANCE MANAGER" and hereinafter referred to as the "SITE MANAGER."

WITNESETH:

WHEREAS, under the provisions of the Condominium Declarations, Governing Documents and Bylaws required under the Colorado Condominium Ownership Act, the OWNERS' delegated the authority to manage the routine and periodic maintenance, hereinafter referred to as "MAINTENANCE," of the Common and Limited Common Areas of the property located at 1600-1660 Lakeview Terrace, Frisco, CO 80443 hereinafter referred to as the "COMPLEX," to the Board of Directors, hereinafter referred to as the "BOARD," and,

WHEREAS, the BOARD desires to contract with the SITE MANAGER to manage all the MAINTENANCE of the COMPLEX, and the SITE MANAGER desires to be the managing agent for the MAINTENANCE of the COMPLEX:

NOW, THEREFORE, it is agreed that the essence of this agreement is that the SITE MANAGER shall be the agent for the MAINTENANCE of the COMPLEX for the purposes and responsibilities outlined in this agreement including Exhibits attached pursuant to the BOARD's right to delegate such responsibility in accordance with the ASSOCIATION's Bylaws, Governing Documents and the Condominium Declarations; and, thereby, whenever the SITE MANAGER or its representatives speaks and/or acts for the ASSOCIATION, the SITE MANAGER shall speak and/or act only in the best interests of the ASSOCIATION, and only as authorized by the BOARD, subject to the following terms and conditions:

I. APPOINTMENT

- A. <u>SITE MANAGER</u>. The BOARD does hereby appoint SITE MANAGER as the exclusive managing agent for the MAINTENANCE of the COMPLEX, and SITE MANAGER hereby accepts said appointment and agrees to perform the MAINTENANCE duties defined in this Agreement and Exhibits on behalf of the ASSOCIATION. The COMPLEX consists of seventy-three (73) existing condominium units and all common elements as defined in the ASSOCIATION's Condominium Declarations.
- B. <u>Term.</u> The term of this agreement shall be for a two-year period from May 1st, 2022, through April 30, 2024.
- C. <u>Compensation</u>. The monthly compensation in the form of a management fee to be paid to SITE MANAGER for the MAINTENANCE management services performed under this agreement, shall be \$6,659.99 per month or \$79,919.88 per year. Compensation over the term of this agreement will increase by 2.5% per annum beginning on May 1, 2023.
- D. This monthly fee includes the routine services of SITE MANAGER and any professional staff the SITE MANAGER may hire from time to time. In addition to the management fee, SITE MANAGER shall be reimbursed for routine materials expenses approved and incurred on behalf of the ASSOCIATION, such as, but not limited to, lawn fertilizer, ice melt, light bulbs, and will be provided the use of ASSOCIATION-owned equipment. If a service approved by the ASSOCIATION is provided by SITE MANAGER and is considered by the ASSOCIATION and the SITE MANAGER to be outside the scope of the routine services to be provided hereunder, SITE MANAGER shall be compensated for this "additional" maintenance work by the ASSOCIATION at a rate of \$50/hour.

- E. <u>Fee Payment</u>. The SITE MANAGER shall prepare an invoice monthly that includes the site management fee and any additional approved service costs and submit it to the ASSOCIATION at month's end for approval and payment within two weeks of submission.
- F. <u>Performance Review.</u> The ASSOCIATION and SITE MANAGER shall meet yearly on or about the anniversary of this Agreement for a Performance Review. The purpose of this meeting is to review the SITE MANAGER's performance against expectations detailed in the Site Maintenance Management Agreement and Exhibits, to define opportunities for improvement and, if required, to develop remedial action plans.
- G. <u>Termination</u>. Either party shall have the right to terminate this agreement with or without cause in the event of any material breach by the other provided, however, that the non-breaching party must give the other party written notice of the nature of the breach. If the breach has not been cured within sixty (60) days, then the non-breaching party may simply give written notice to the breaching party that the agreement has been terminated.

II. RESPONSIBILITIES OF SITE MANAGER

- A. General. SITE MANAGER shall have the responsibility for the MAINTENANCE of the COMPLEX on behalf of the ASSOCIATION, as specifically set forth herein, and shall render services and perform its duties in accordance with the requirements of the Bylaws, Governing Documents and Condominium Declaration of the ASSOCIATION and assist the BOARD in any special projects it may from time to time request of SITE MANAGER. More particularly, SITE MANAGER agrees to be responsible for the performance of the services defined in Exhibit A in the name of and on behalf of the ASSOCIATION, and the BOARD does hereby give SITE MANAGER the authority and powers required to perform these services and any others that are reasonably necessary to accomplish the purposes of this agreement. SITE MANAGER may hire, but is not required to hire, additional personnel in its fulfillment of the obligations of this contract. If additional personnel are hired by the SITE MANAGER, their salary or hourly pay is the responsibility of the SITE MANAGER.
- B. Scope of Duties. SITE MANAGER'S scope of duties includes but are not limited to those defined in this Agreement and in Exhibit A, Routine Maintenance Tasks. Other relevant duties of the SITE MANAGER are further defined in Exhibit B, Owner Maintenance Request Process, Exhibit C, Minor Repair and Replace Process, and Exhibit D, Contractor/Vendor Management Process. SITE MANAGER shall at all times during the term of this agreement faithfully, honestly and diligently perform these MAINTENANCE duties to the highest standards reasonably achievable keeping the COMPLEX attractive and operable for the OWNERS and the public. SITE MANAGER shall be expected to perform such other acts and duties as are prudent, necessary and proper in the discharge of its duties under this agreement.
 - SITE MANAGER shall not be responsible for the existence of any violation of any code or regulation caused by the act or omission of parties other than SITE MANAGER and its employees.
- C. Relations with Owners. SITE MANAGER shall maintain business-like relations with all OWNERS, their tenants and guests. Complaints of a serious nature shall, after thorough investigation, be reported to the President of the ASSOCIATION or designee by SITE MANAGER with appropriate recommendations. OWNER MAINTENANCE requests must be documented by the OWNER per Exhibit B and forwarded to the BOARD Representative and the Maintenance Committee. SITE MANAGER will forward any other OWNER concerns related to the ASSOCIATION or COMPLEX to the BOARD Representative. Special services provided to property managers, guests and renters at a Home Owner's request shall be paid in cash to the SITE MANAGER at the following rates: Monday Friday 9am 5pm \$75/hour and all other times at \$125/hour.

- D. <u>Hours of Operation</u>. SITE MANAGER shall provide 24-hour phone availability at all times and will provide access to personnel 24 hours per day, seven (7) days a week for emergency services. Routine maintenance Monday Friday 9am 5pm.
- E. <u>Lines of Communication</u>: Generally, SITE MANAGER shall report directly to the BOARD or BOARD-designated committee on any matter relating to the management of the COMPLEX. The BOARD shall appoint a BOARD Representative, one of their members as their representative for purposes of this reporting, oversight and communication with SITE MANAGER. In the absence of any appointment, the President of the BOARD shall be the authorized representative for the BOARD. SITE MANAGER is authorized only to accept directions or instructions with regard to the management of the COMPLEX from this authorized representative of the BOARD, except upon receipt of prior written notice.

Both parties to this agreement shall, for the sake of orderly administration, adhere to all constituent documents, Bylaws, and the budget so as to avoid contradiction and departure from the foregoing chain of communication and responsibility. It is recognized that direct communication between the ASSOCIATION Secretary, Treasurer, other BOARD members and SITE MANAGER will be necessary and desirable as to appropriate matters.

- F. SITE MANAGER shall maintain the personal property, equipment, operation manuals and supplies owned by the ASSOCIATION. In coordination with the BOARD representative, property, equipment, operation manuals, and supplies shall be resupplied as needed and at minimum, as appropriate, updated annually.
- G. <u>Outside Service Contracts</u>. Subject to the direction of the BOARD, SITE MANAGER shall obtain bids for outside services on behalf of the ASSOCIATION for trash removal, parking lot snow plowing, tree and shrub fertilization, weed control, pest control and such other services for the common and limited elements of the COMPLEX, at additional expenses to the ASSOCIATION and as provided in the annual budget.

When the anticipated dollar amount of the individual project or annual aggregate of expenditures exceeds \$1,000, SITE MANAGER shall obtain up to three (3) bids whenever it is practicable and possible. On projects where SITE MANAGER shall also be deemed by the BOARD as a qualified bidder, SITE MANAGER shall follow the bidding policies as established by the BOARD in procuring and evaluating the bids received. It is the general intent of this section to assure that the most cost effective and qualified contractor(s) are retained to perform ASSOCIATION work in a professional manner following all codes, Federal, and Local and provide evidence of current liability and workman's compensation insurance.

H. <u>Purchases</u>. SITE MANAGER shall, on behalf of the ASSOCIATION and in coordination with the BOARD Representative, purchase such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the COMPLEX as may be necessary or advisable and at the ASSOCIATION's expense at lowest available price which assumes professional workmanship and quality.

SITE MANAGER agrees that any such items purchased on behalf of the ASSOCIATION shall be considered ASSOCIATION property and shall be stored on and used strictly for maintaining the COMPLEX. Such items shall not be loaned by SITE MANAGER or its employees for use at other properties without the express written consent of the BOARD.

- I. <u>Spending Limitations</u>. In discharging its responsibilities, SITE MANAGER shall not make any expenditures nor incur any contractual obligations in excess of \$500.00 without prior verbal authorization from the BOARD Representative unless the expense has been pre-approved or is specifically included and approved in the annual operating budget.
- J. <u>Emergency Authority/Expenditures</u>. Notwithstanding the spending limitations of the preceding section, SITE MANAGER may, without prior consent, expend up to \$5,000 or incur a contractual obligation up to \$5,000, which SITE MANAGER deems reasonably necessary to deal with a given

emergency condition which may involve or endanger life or property or safety in the COMPLEX. SITE MANAGER will also have the authority to incur expenses for emergency maintenance or repair of individual units in the COMPLEX at the OWNER's expense up to \$5,000. Nevertheless, prior to making any allowable expenditure, it will be the SITE MANAGER's responsibility to make a reasonable effort to contact the President of the BOARD or, if unavailable, the BOARD Representative or, if unavailable, any Board member by phone, text, email and/or in writing. During normal business hours, this notification must be performed by phone and, at any time, may be to another BOARD member if the President and BOARD Representative are unavailable.

K. Working Capital/Contracts and Purchases. All contract/purchase actions taken by SITE MANAGER pursuant to the previous sections shall be done as SITE MANAGER of the ASSOCIATION, and all obligations or expenses incurred there under shall be for the account, on behalf of, and at the expense of the ASSOCIATION. SITE MANAGER shall not be obligated to make any advance to, or for the account of, the ASSOCIATION or to pay any sum relating to ASSOCIATION matters, except out of ASSOCIATION funds as provided by the President and Treasurer of the ASSOCIATION. SITE MANAGER shall also not be obliged to incur any liability or obligation for the account of the ASSOCIATION or any unit OWNER without assurance that the necessary funds for the discharge thereof are available or will be provided.

L. Insurance-General.

- 1. SITE MANAGER agrees to maintain workers compensation and unemployment compensation insurance as required by state law, to include work and operations by SITE MANAGER and its employees, subcontractors and anyone directly or indirectly employed by either of them in the fulfillment of obligations of this Agreement. All costs for this insurance will be borne by SITE MANAGER. SITE MANAGER shall provide reasonable liability insurance for its own employees and operations and shall take reasonable steps to make sure that outside contractors performing work on the COMPLEX and on behalf of the BOARD have the insurance required by this agreement. Any personal property owned by the SITE MANAGER, its employees or outside contractors as defined above is not covered by the ASSOCIATIONS insurance policy.
- 2. Neither SITE MANAGER nor its employees shall be deemed employees of the ASSOCIATION. SITE MANAGER shall not enter into any agreement on behalf of the ASSOCIATION, which places the ASSOCIATION in any employer/employee relationship without the prior written approval of the ASSOCIATION. All contractors with whom SITE MANAGER enters into an agreement on behalf of the ASSOCIATION shall be requested by SITE MANAGER to provide evidence of liability insurance, workers compensation insurance and fidelity bonds (when applicable).
- 3. The ASSOCIATION shall indemnify, defend and hold harmless the SITE MANAGER from any claims, losses, liabilities, damages and costs, including reasonable attorneys' fees, with respect to any contract entered into by SITE MANAGER on behalf of and with approval of the ASSOCIATION within the scope of the agreement. This indemnification excludes any wanton, willful or negligent act of SITE MANAGER or its employees.
- M. Insurance-Association. SITE MANAGER shall promptly investigate and make full written reports, along with photo documentation, as to all accidents and claims for damages relative to the operation or MAINTENANCE of the COMPLEX and shall cooperate and promptly make all reports required by the ASSOCIATION or by any insurance companies providing coverage. In the event of major destruction of or to the COMPLEX resulting in a need for services of SITE MANAGER outside of or substantially in excess of those contemplated within this agreement, SITE MANAGER may make itself available to perform same as needed at a fee to be mutually agreed upon by SITE MANAGER and the BOARD per Section 1.D of this Agreement.
- N. <u>Maintenance of Common Areas</u>. SITE MANAGER shall be directly responsible for the common and limited common areas of the COMPLEX to be maintained in a manner consistent with

common sense, the good character of the COMPLEX, the direction of the BOARD, and the OWNER approved annual budget.

- 1. Routine Maintenance. SITE MANAGER agrees as a part of the services defined in Exhibit A and covered by the monthly management fee to perform quality routine maintenance as is possible in order to maintain the COMPLEX in an acceptable manner, giving due consideration to the skills and capabilities of the SITE MANAGER, maintenance of a standard work week, the need for occasional seasonal labor and seasonal considerations, the ASSOCIATION's annual budget, and the license requirements of the work to be performed,. SITE MANAGER will provide or hire additional help as needed to complete such routine maintenance projects at the SITE MANAGER'S discretion and expense. Expenses for replacement parts, such as light bulbs, fertilizer and seed, required for performance of these functions are expenses of the ASSOCIATION and not of SITE MANAGER.
- 2. Major Maintenance/Special Projects. It is agreed by the parties that the work of BOARDidentified and -approved major maintenance or special projects, such as needed repair or replacement of a major component of the COMPLEX, building exteriors, electrical or mechanical equipment, are clearly outside the scope of routine maintenance and therefore not covered by the monthly management fee. However, within the expectations of this Agreement and Exhibit D, SITE MANAGER will assume certain management roles with all outside vendors and contactors including, but not limited to, conducting competitive bidding for contracts per Section II.G, orientation of contractors to the property and the specific job site, regular monitoring of contractor performance, facilitation of communication between contractor and the BOARD, and timely inspection of contractor work completed, detailed in a written report to the BOARD Representative, to ensure quality, cleanliness and compliance with terms of contracted agreement and scope of work. Projects that involve more than one Trade Contractor shall be an extra to the contract PER PARAGRAPH 1 D. SITE MANAGER and its employees shall have no obligation to project manage, supervise or conduct what are considered to be major maintenance or special projects unless the BOARD approves such involvement and agrees to compensate SITE MANAGER over and above the monthly management fee.

Nothing in this agreement shall prevent SITE MANAGER and its employees from performing any special project for the BOARD or any OWNER on terms that are agreed to in advance, in writing either physical or electronic, addressing the duties, compensation and other pertinent details.

- O. <u>In-Unit Maintenance</u>. In-unit maintenance, repair or replacement that is the obligation of the ASSOCIATION and approved by the BOARD, may be completed by SITE MANAGER or employees and will be billed to the respective OWNER(S) at a pre-agreed fixed fee or hourly fee as determined by the BOARD.
- P. <u>Unit Inspection</u>. During the course of daily common and limited common area MAINTENANCE that may involve or include OWNER units, SITE MANAGER shall see that inspections are made of all affected unoccupied residential units to assure their proper security, including doors and windows, and to verify quality of work performed and clean-up. In the event the BOARD decides to give unit OWNERS a choice as to whether they want their unit inspected, SITE MANAGER will require written authorization from unit OWNERS before commencing unit inspections on behalf of the ASSOCIATION. SITE MANAGER reserves the right to refuse to perform security checks service to any individual OWNER's unit with reason or cause and with prior written notice to the BOARD.
- Q. <u>Key Control</u>. SITE MANAGER shall be responsible for the safekeeping and organization of all COMPLEX and unit keys entrusted to its care. Any additional COMPLEX master keys made by SITE MANAGER shall be an additional charge to the ASSOCIATION. Any additional keys to or rekeying of individual units shall be at the expense of the OWNERS.

- SITE MANAGER shall maintain and secure one set of COMPLEX keys, unit keys, electronic door lock codes, and/or key lock-box codes at a secure location at the COMPLEX.
 - a. SITE MANAGER is responsible maintaining an inventory list of all keys and codes listed above including an ongoing record of units accessed by the SITE MANAGER or under the SITE MANAGER's supervision using these keys and codes. These will be updated annually.
- 2. SITE MANAGER is not responsible for the return of keys by any OWNER, guest or tenant.
- 3. SITE MANAGER and its personnel are permitted to lend keys only to:
 - a. OWNERS.
 - Contractor hired by OWNERS to complete repairs in a unit with written approval from OWNER.
 - c. SITE MANAGER will only unlock and relock units for repairs for contractors contracted by ASSOCIATION.
- d. All keys that are lent per Section II.Q.3.c. must be recovered by the SITE MANAGER in a timely fashion. Keys may not be lent to any contractor or anyone else without the written approval of the OWNER, in the case of in-unit work, or the Board Representative, in the case of work on the COMPLEX.

R. Meetings and Reports.

- SITE MANAGER agrees to attend all regularly scheduled Maintenance Committee meetings, any BOARD meeting upon request and one (1) annual OWNERS meeting as part of the MANAGEMENT FEE.
- SITE MANAGER will present the monthly reports at the regularly scheduled Maintenance Committee meetings and to the BOARD Representative including the Monthly Site Manager Report and the Minor Repair and Replace Maintenance List Report
- Other reports and documents will be furnished by SITE MANAGER as requested by the BOARD and/or OWNERS.
- SITE MANAGER shall develop site management budget and recommend to the BOARD for approval.
- 5. Site manager shall develop operations manual.
- S. <u>Licensing and Liability Insurance</u>. SITE MANAGER shall comply with DORA regarding license requirements. SITE MANAGER shall provide proof of Liability Insurance in the form of a Certificate of Insurance from SITE MANAGER's insurance provider in the amount no less than \$1 million (\$1,000,000).
- T. Rules and Regulations. SITE MANAGER shall use reasonable efforts to get full compliance by all OWNERS, tenants and guests with the house rules and regulations applicable to the COMPLEX as adopted by the BOARD. In the event of any violation of these rules and regulations which is not promptly corrected by the violator, SITE MANAGER's responsibility shall be to notify the BOARD and to assist in implementing BOARD approved enforcement procedures.

SITE MANAGER shall not be responsible for paying out of its own funds any expense incurred in connection with towing a vehicle on behalf of the ASSOCIATION for any reason. It shall be the responsibility of the ASSOCIATION to pay such expense at the time it is incurred. At such time as the OWNER of the vehicle and the related unit within the COMPLEX can be determined, SITE MANAGER will then re-bill such expense on behalf of the ASSOCIATION to the OWNER of the unit.

III. RESPONSIBILITIES OF THE ASSOCIATION

A. <u>General</u>. The ASSOCIATION agrees to collaborate with SITE MANAGER in its effort to perform its responsibilities under the terms and conditions of this agreement. The BOARD shall establish MAINTENANCE policies, programs and annual budgets that are necessary to support the work of the SITE MANAGER as required by this Agreement.

B. <u>Insurance</u>. It shall be the responsibility of the ASSOCIATION at all times hereunder to fund and maintain all insurance coverage required by the Condominium Declaration for the COMPLEX.

The ASSOCIATION shall also carry general liability insurance at the ASSOCIATION's expense and shall name SITE MANAGER as an additional insured on such policy.

- C. Costs and Expenses of ASSOCIATION. Except as otherwise provided in this agreement, all costs and expenses incurred on behalf of the ASSOCIATION by SITE MANAGER in its performance under the terms and conditions of this agreement shall be paid from the ASSOCIATION's funds and accounts, whether or not these funds and accounts are maintained by SITE MANAGER or controlled directly by the BOARD.
- D. <u>Approval of Budget</u>. The BOARD shall neither unreasonably delay nor withhold decisions on budget or other prudent operating, maintenance and improvement recommendations submitted by the SITE MANAGER.

IV. MISCELLANEOUS

- A. <u>Compliance with the Law.</u> SITE MANAGER's only responsibility for violations or notices of violations by the ASSOCIATION of any laws or regulations of any governmental entity shall be to promptly notify the BOARD and to forward to the BOARD any written documentation of the alleged violation that SITE MANAGER received. The ASSOCIATION warrants that, to the best of the BOARD's knowledge, at the outset of the term of this agreement, the COMPLEX complies with all applicable laws and regulations. The ASSOCIATION agrees to indemnify and hold harmless SITE MANAGER, its representatives and employees, of all loss, cost, expense and liability whatsoever which may be imposed on the ASSOCIATION by reason of any present or future violation of laws or regulations, except for the wanton, willful or negligent act of SITE MANAGER or SITE MANAGER's employees.
- B. <u>SITE MANAGER Liability</u>. The ASSOCIATION agrees to indemnify, defend and hold harmless the SITE MANAGER from all suits in connection with the COMPLEX, from liability for damage to property and injury to or death of any individual, and from all claims and suits with respect to any contractor or vendor hired by the ASSOCIATION excluding any wanton, willful or negligent act of SITE MANAGER or its employees. The ASSOCIATION's obligation under this section shall include the payment of all settlements, judgments, damages, penalties, back pay awards, court costs, litigation expense and attorneys' fees.
- C. <u>Notices</u>. Any notice required to be served hereunder may be served by certified mail, return receipt requested, or in person, as follows:
 - If to the SITE MANAGER:
 Anastasia Bell
 265 Dillon Ridge Road Suite C # 441
 Dillon, CO 80435
 - If to the ASSOCIATION:

 Lake Forest HOA President of the Board
 C/O Summit Resort Group
 P. O. Box 2590
 Dillon, CO 80435

Either party may change the address for notice by giving notice to the other party in writing. Notices served by mail shall be deemed to have been served when receipt of the certified mail signature card is returned to the sender.

D. <u>Ancillary Services</u>. SITE MANAGER may provide other services to the ASSOCIATION, the BOARD or individual unit OWNERS for, as examples, unit maintenance, improvements, and unit access for OWNER's contractors. SITE MANAGER may earn a profit on these services, and this

shall not be considered a conflict of interest or a violation of the relationship between the ASSOCIATION, the BOARD and SITE MANAGER. The BOARD or individual unit OWNERS are under no obligation to use the ancillary services provided by SITE MANAGER. Any such ancillary service provided by SITE MANAGER must not interfere with the SITE MANAGER'S ability to perform under this Agreement, must be contracted directly with the hiring party and is entirely independent of this Agreement.

- E. <u>Assignment</u>. This agreement may not be assigned, in full or in part, by either party without the prior written consent of the other party.
- F. <u>Amendment</u>. This agreement may be amended in writing from time to time by the parties hereto, which amendment must be signed by both parties.
- G. Paragraph, Section Headings, Severability, Numbers, Gender, Etc. Paragraph and/or section headings used herein are for convenience only and shall not be deemed to alter the meaning of any provision. Any law or judicial holding that determines any part of this or similar agreement is unlawful or unenforceable shall not invalidate this entire agreement, but shall be deemed to cause the offending provision to be automatically replaced by a legal and/or enforceable provision as similar in intent to the offending provision as possible. Where used herein, reference to a specific gender or number shall apply equally to all genders or numbers insofar as is appropriate to the context.
- H. <u>Arbitration</u>. In the event of any dispute arising concerning money damages owing under this agreement, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be binding upon the parties hereto. Such arbitration shall be deemed conducted under Colorado Rules of Civil Procedure, Rule 109.
- I. Other. This agreement is the entire understanding of the parties and incorporates all prior agreements and conversations of the parties. This agreement shall inure to the benefit of the parties and their respective successors and assigns. Colorado law shall govern this agreement, and any suit brought to enforce its provisions shall be brought in Summit County, Colorado. In the event of a breach of this agreement, the non-breaching party shall be entitled to its reasonable attorneys' fees incurred in enforcing this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement of the day and year first above written.

ASSOCIATION ("Association")

Ву:		
	Skip Hale, President	
Date:		
Ву <u>:</u>		
Name <u>:</u>	Ron Crist, Secretary	
Date:		

Bells and Whistles Property Management LLC ("SITE MANAGER")

ву:		
Name:	Anastasia Bell, Principal	_
Data		