



**Big Elk Meadow Association  
Saturday, March 18, 2023  
Board of Directors Meeting  
Held Online**

February 23, 2023- P. Cyphers called Executive Session Follow-up Executive Sessions to discuss Board personnel.

Voting took place after- no who, what motion, nor vote results were presented it was about sending letters out to Members who had violation warning letters to ignore them.

March 4, 2023- R. McCutchen Motioned to approve Haven Community Management (Haven) to provide various administrative services and support functions to Big Elk Meadows Association (BEMA) Seconded by Paul McDaniel. Email voting by 5pm. Wednesday, March 8. Unanimously motion is approved.

March 10, 2023 P. Cyphers and R. McCutchen signed a contract with Haven Community Management effective April 1, 2023. Addendum A

**09:00 Call to Order by President Cyphers**

- Quorum verification: K. Battaglini, M. Campie, B. Clevenger, P. Cyphers, D. Evertson, C. Isenhardt, K. Mason, R. McCutchen, P. McDaniel, D. Sayler, P. Sorenson.
- Board Members not in attendance:
- Members in Attendance: S. & R. Leonard, E. Murphy, A. Francis, B. Tolle, C. Faughnan, C. Loomis, D. & M. Tolbert, D. Alvarado, David Evertson, D. & J. Briggie, E. Murphy, K. Davis, L. MacLeod, R. & C. Ray, S. Sayler
- Guest- Haven Community Management, Stacy Rukavishnikova
- Staff in Attendance: P. Flanagan
- Request for Executive Meeting made by P. McCutchen to discuss board staff relationships & employee evaluations.
- Approval of Agenda first motioned by R. McCutchen, seconded by B. Clevenger. Discussion of changes. P. Cyphers called for a vote. All in favor. Motion passed.

- Approval of February 18, 2023, Meeting Minutes. Discussion. First motion by P. Sorenson and seconded by K. Battaglini to approve the Minutes with changes. P. Cyphers called for a vote. All in favor. Motion passed.

#### **09:12 Introduction of Haven's Stacy Rukavishnikova.**

Stacy is our Property Manager and will work directly with BEM.

- She will be in Meadows one day a week.
- Assist Homeowners with anything that they might need
- Administrative support for the board and staff,
- Accounting needs services for the Homeowner
- Homeowner communications
- Project management if needed
- Haven will make no decisions, the Board will still make all decisions.

#### **09:25 Town Hall - Proposed Agenda for April 15 (1-3 PM)**

- Colorado Rural Water Association(CRWA) will present the Source Water Protection Plan of the Year to Big Elk Meadows (P. Flanagan and V. Darling) with a plaque and a free one-year membership to CRWA.
- P. Sorenson motioned to have the town Hall meeting April 29th and we'll decide the agenda in the April 15th Board Meeting. Seconded by Bob Clevenger. Discussion. P. Cyphers called for a vote. All in favor. Motion passed.

CR47 Celebration C. Isenhardt motioned to have the event on April 15th be at the right date. Provided that the fire department board agrees. Seconded by R. McCutchen. Discussion. P. Cyphers called for a vote. All in favor.

**Member Communication-** None

#### **10:08 Master Calendar –**

- Committee Chairs have to invite the whole Board to meetings to have meetings shown on Calendar.
- Master Calendar is not functional; P. Cyphers recommends Haven will manage it in two months.

#### **10:18 Communication Committee –**

- Confirm Information on an Executive Session, February 23<sup>rd</sup> has not been received upon requests to P. Cyphers by BEM Board Secretary.
- D. Sayler, M. Campie, and R. McCutchen are the point of contact for documents the Board wants to go to Haven Management Co. R. McCutchen is responsible for the financial documents and information.

**10:24 Social Committee –** M. Campie report on drive, no comment.

**10:25 - Operations Committee** – P. McDaniel presented a report.

- Leak in Water Treatment Plant fixed.
- Andrews Project- need estimate by Steve McCain from Acne- work with homeowners and finish up as soon as possible.
- Asphalt removal is in progress off the tennis court.
- Fencing taken off the tennis court could be used for ball field backstop.
- Keep benches on the tennis court in place.

**10:43 - Common Area Committee** – K. Battaglini presented a report.

- K. Battaglini will install a flagstone in front of the bench on the east tennis court. P. McDaniel knows of possible flagstones available.
- P. McDaniel- received revised low impact design for Meadow Dam tower proposed by Larimer County. Design copies and agreement draft presented to the Board for April Meeting.
- Fencing of the Upper Meadows area will be worked on this spring, stakes for the property line have been located.
- K. Battaglini- preliminary planning for main gate and surrounding area.

**10:53 - Long Term Planning** – K. Mason presented a report.

- P. Sorenson received the Water Rights Attorney's reply on BEMA Water Rights (Amendment A). Full decision will not be given until in negotiations.
- K. Mason motioned the board to approve the sharing of the two documents presented to the board, the summary and full reporting of the conservation Easement Survey results in a Member Communication. Seconded by K. Battaglini. Discussion. K. Mason amendment motion to include numbers indicated received and full responses. Seconded by K. Battaglini. P. Cyphers called for a vote. All in favor. Motion passed.

**11:24 Finance Committee**– D. Evertson presented a report.

- P. Cyphers will give D. Evertson access to all of BEM QuickBooks.
- D. Evertson is working on the 2023-2024 Budget and needs more precise information from Committees.
- R. McCutchen motioned for the Board to accept the Policy and Procedure for Collecting Unpaid Assessments that have circulated. Seconded by B. Clevenger. Discussion. P. Sorenson amended the Policy to go to the Attorney for review. Seconded by D. Evertson. P. Cyphers called for a vote. 4 yes, 5 no, 1 abstain, motion fails.
- R. McCutchen motioned to accept the Policy and Procedure for Collecting Unpaid Assessments that have circulated on Google Drive. Seconded by C. Isenhardt. P. Cyphers called for a vote. 2 no, motion passes. Addendum B.

**12:43- ARC Committee**- K. Mason presented a report. New Architectural Design Guidelines for New Construction will be presented to Haven for input.

**12:48 Incident Management** – P. Cyphers operations put together a current list of observed violations that were turned over to Governance.

**12:54 Governance Committee** – K. Battaglini presented a report. incident report on Aspen of motorbike going back and forth- letter was written party that no action was recommended.

- K. Battaglini motioned that we change the number of Directors to 10 and that we change the Bylaws accordingly as instructed in the articles. Seconded by C. Isenhardt. Discussion. Motion is tabled to put Member Communication to Members there will be a vote taken on the change in number of Board of Directors.
- ‘Lodging’ update was given
- Prepare a proposal for modifications to Violation Policy

**1:23 Friends of Big Elk Committee**– D. Evertson presented a report. Question on FOBE account funds, to be reassigned from miscellaneous funds. B. Clevenger to provide D. Evertson with drive on miscellaneous Cleanup Accounting Committee is working on.

**1:29 FireWise Committee**- B. Clevenger presented a report.

- FireWise applied and received a \$7000 grant from Larimer County Emergency Management that will directly provide one six-inch chipper, three or four battery operated chainsaws, tons of hand tools and PPE face masks. Receive equipment and in place in April.
- First FireWise workday is April 22, the fourth Saturday of the month.
- Was given permission by Board to contact Hickory Drive East side for the COSWAP Project

**1:34 Lake Health & Fish Habitat Committee**- P. McDaniel presented a Report. Tabled Discussion on car stickers until April Meeting.

**1:38 Water Rights Committee**- P. Sorenson presented a report. Letter HORPLaw firm concerning CE proposal. Addendum C  
The State Water Commissioner wants Lower flume to be backfilled as soon as possible.

**1:40 Unfinished and New Business:**

B. Clevenger motioned, I withdrew from Governance and I will nominate Ken to take the Governance Officer position. Seconded by C. Isenhardt. Discussion. P. Cyphers called for a vote. 2 no’, remaining yes. Motion passed.

M. Campie resigned from Governance and Lake Health.  
Kirk withdrew from the Common Area Committee.

**1:44 Adjourn Meeting**- First motion by D. Saylor. Seconded by B. Clevenger. P. Cyphers called for a vote. All in favor. Motion passed.

Next Board Meeting is on Saturday, April 15 at 9:00 am.

**1:55 - 2:56 Executive Session**- K. Mason not able to attend, other ten Directors present. Board and staff relationship.

\_\_\_\_\_  
Secretary of Board





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### MANAGEMENT AGREEMENT

**PARTIES:** This MANAGEMENT AGREEMENT, signed and made effective as of April 1, 2023, is by and between Big Elk Meadows Association a Colorado not for profit corporation (hereinafter the "Association"), and Neighborhood Management, Inc. A Texas Corporation & Gunbarrel West Real Estate Company, a Colorado corporation d/b/a HAVEN Community Management, located in Broomfield, CO (hereinafter the "Managing Agent"). The term of this Agreement shall commence on the effective date for one full calendar year period, subject to the automatic renewal provision located on page 4 of this agreement.

In consideration of the terms, conditions, and covenants hereinafter set forth, the Association and the Managing Agent mutually agree as follows:

**APPOINTMENT:** The Association hereby appoints the Managing Agent, and the Managing Agent hereby accepts the appointment on the terms and considerations hereinafter provided as exclusive Managing Agent of the Association. The relationship between the Association and the Managing Agent is one of principal and agent. The Managing Agent will deliver services as contained with this Agreement under the supervision and direction of the Board.

**LIMITATION OF AUTHORITY:** It is understood and agreed that the authority of duties conferred upon the Managing Agent, are herein defined.

**MANAGING AGENT'S DUTIES:** The Managing Agent is hereby authorized and shall render services and perform duties of the Association under the general supervision of the Board of Directors of the Association (the "Board") as defined and periodically amended in **Addendum B**.

**GENERAL:** The Managing Agent shall assist the Board with activities generally required for proper management and oversight of the Association's business, including but not limited to the following:

1. At the direction of the Board, solicit bids, negotiate, and make contracts for services, including utilities, trash removal, lawn maintenance, pest control, snow removal, and such other contract services as may be necessary and advisable, each in accordance with the terms and provisions of the Approved Budget. All contracts shall be reviewed and approved by the Board prior to execution. Managing Agent will use "best practices" and the following as a guideline for procurement. Any service contract more than \$5,000 annually requires a minimum of three (3) competitive bids within any given 12-month period for each project and not more than two (2) bids for projects less than \$5,000; unless otherwise approved in advance by the Board.

2. Expenditures in excess of \$750.00 shall be approved in advance the Board of Directors, unless specifically authorized by the President or Treasurer or a director if the President or Treasurer are absent, excepting; however, that emergency repairs involving manifest danger to life or property or immediately necessary for the preservation and safety of the Properties, or for the safety of the occupants, or required to avoid suspension of any necessary service to the Properties may be made by the Managing Agent, irrespective of the cost limitation imposed by this paragraph.



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The Managing Agent shall promptly notify the President or Treasurer, or a director if the President or Treasurer are absent, of any emergency repair over \$750.00.

3. Any contract for third party services will be a direct contract between the Association and the vendor, contractor, or subcontractor. Managing Agent will act solely as agent of the Association in negotiating and monitoring the contract, and not as the contracting party. A designated Board member shall sign contracts on behalf of the Association as approved by the Board or within the terms of this Agreement. Management will arrange for service provider entry and access in the building.

4. The Board shall determine the official date of commencement of the assessment collections and shall notify the Managing Agent in writing of the established date. The Association hereby authorizes the Managing Agent to request, demand, collect, and receive all charges or assessments which may at any time be or become due to the Association.

The Managing Agent may charge a reasonable fee for collection proceedings on delinquent accounts due to the Association as set forth on Addendum A. To the extent permitted by law, such fee will be an expense of the unit owner in arrears and no such fees shall be chargeable to the Association. Notwithstanding the above, the Managing Agent may directly, or through its affiliates, charge a processing fee directly to the Association for providing certain accelerated collection services such as filing of delinquent owner accounts with the local credit bureau, filing of assessment liens, filing suit against delinquent owners in small claims court, etc. Such processing fees per unit shall be published in advance of any service and said service shall not be provided except by prior Board approval. The Board, upon the Association's payment of processing fees, may direct the Managing Agent to back charge the delinquent owner.

5. The Managing Agent shall maintain a separate bank account(s) whose deposits are federally insured or in Board-approved securities accounts, in a manner to indicate the custodial nature thereof, for the deposit of the monies of the Association and to draw thereon for any payments to be made by the Managing Agent to discharge any authorized liabilities or obligations incurred pursuant to this Management Agreement. The Managing Agent shall serve in a fiduciary capacity with respect to all monies handled by the Managing Agent, on behalf of the Association. The Board may, upon written notice to the Managing Agent, revoke the Managing Agent's authorization to sign checks, withdraw monies, or handle Association funds in any Association accounts other than the operating account. The Association's board members shall have online access to review the Association's bank account(s).

**RESPONSIBILITY:** Managing Agent shall be responsible for its conduct in accordance with law and will keep, in force, sufficient liability insurance in an amount not less than \$1,000,000. The Managing Agent shall also maintain all insurance required by the Association's Declaration of Covenants, including reasonable fidelity insurance.

Managing Agent is an agent for the Association and will employ its own craftsman, employees, and workers and will provide worker's compensation insurance for such employees, if any, as required by law.

Upon request, Managing Agent will provide the Association with a Certificate of Insurance evidencing coverages in force for the term of this Agreement.

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The Managing Agent assumes no liability whatsoever for any acts or omissions of the Board, the Association, any previous boards, current or previous owners at the Properties, any previous Management, or other agent of either. The Managing Agent assumes no liability for any failure or default by any individual unit owner in the payment of any assessment due the Association or in the performance of any obligations owed by any unit owner to the Association pursuant to any lease or otherwise. The Managing Agent likewise assumes no liability for any failure or default by concessionaires in any rental or other payments to the Association. Further, the Managing Agent does not assume any liability for violations of environmental or other regulations which may become known during the term of this Management Agreement. Any such regulatory violations or hazards discovered by the Managing Agent shall be brought to the attention of the Board in writing and the Association shall promptly commence action to cure them.

Unless required by applicable state or federal law, the Declaration of Covenants, Conditions, and Restrictions of the Association, or the By-Laws of the Association, Managing Agent will protect the confidentiality of all information concerning the Association and will not disclose any information regarding the Association to any party, other than a member of the Board of Directors of the Association, without prior approval of the Board of Directors. Such information may include but is not limited to financial information, records, and reports on violations of the Architectural Control Standards.

**Indemnification of managing agent:** Association shall indemnify managing agent and each affiliate thereof and their respective officers, directors, employees, attorneys, and agents from, and hold each of them harmless against any and all losses, liabilities, claims, damages, penalties, judgments, disbursements, costs, and expenses (including attorneys' fees) to which any of them may become subject which directly or indirectly arise from or relate to (a) the negotiation, execution, delivery, performance, administration, or enforcement of any of this agreement, (b) any of the transactions contemplated by this agreement, (c) any breach by association of any representation, warranty covenant, or other agreement contained in this agreement, (d) the presence, release, threatened release, disposal, removal, or clean-up of any hazardous material located on, about, within, or affecting any of the properties or assets of the association or subsidiary, (e) any investigation, litigation, or other proceeding, including without limitation, any threatened investigation, litigation, or other proceeding, relating to any of the foregoing. Without limiting any provision of this agreement, it is the express intention of the parties hereto that each person to be indemnified under this section shall be indemnified from and held harmless against any and all losses, liabilities, claims, damages, penalties, judgments, disbursements, costs, and expenses (including attorney fees) arising out of or resulting from the sole contributory or ordinary negligence of such person; provided, however, the indemnities provided in this section do not extend to losses, liabilities, claims or damages caused by managing agent's breach of this agreement, negligence, or willful misconduct. In addition to the foregoing, the association hereby waives any right or claims against the managing agent for punitive damages out of or related to the properties, this agreement, the transactions contemplated herein, or thereby, or the actions of managing agent in the administration or enforcement hereof or thereof. managing agent agrees to indemnify the association and its officers, directors, and other agents from any and all losses, liabilities, claims, damages, penalties, judgments, disbursements, costs, and expenses (including attorney's fees) that arise, directly or indirectly, from the negligence or willful misconduct of the managing agent and its officers, directors, employees, and agents and from the managing agent's breach of its obligations set forth in this agreement.





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In the event of failure by the Association to fully perform hereunder, the Managing Agent may, at its discretion, fulfill the Association's obligations with the express understanding that all associated costs and expenses so incurred by the Managing Agent shall be reimbursed by the Association to the Managing Agent, together with interest on the same from the date any such expense is paid until reimbursed at the maximum rate permitted by law.

All exculpation and indemnity provisions contained herein shall survive any termination of this Management Agreement.

#### **COMMUNITY MANAGEMENT PARTNER CONTRACT TERMS & CONDITIONS**

The Management Agreement with **Neighborhood Management, Inc., A Texas corporation (NMI) & Gunbarrel West Real Estate Company, a Colorado corporation d/b/a Haven Community Management, Inc.** would be for a term of one (1) year and shall include an automatic renewal for periods of one (1) year (each such one-year period hereinafter called a "Renewal Term") unless the Association delivers written notice of non-renewal (the "Non-Renewal Notice") to the Managing Agent at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term. In the event the Association timely delivers the Non-Renewal Notice, it may terminate this Agreement in the end of the applicable Initial Term or any Renewal Term without termination fee. In the event the Association fails to timely deliver the Non-Renewal Term Notice and thereafter terminates the Agreement, Association agrees to follow the Cure Resolution/ Early Termination clause.

EARLY TERMINATION: In accordance with C.R.S- 38-33.3-302(4)(a), the Association may terminate this agreement with or without cause without any penalty to the Association. The effective date of termination will not be less than 30 days after date of receipt of Notice of Termination and shall be specified as being the last day of a month.

UPON TERMINATION: Within 30 days following the termination of this agreement, Managing Agent shall account for and make available to the Association, or such persons or entity designated, all funds, receipts, materials, supplies, equipment, keys, contracts, documents, files, books and records (including electronic media if requested) pertaining to this agreement and the management, operation and maintenance of the Association. Further, Managing Agent shall take such action as is reasonably required to create an orderly termination of service and provide a final accounting of Association operations and finances. Transition after termination of association will be charged per Addendum A.

NOTICE: Any notice by either party to the other shall be in writing and shall be given, and be deemed to have been duly given, to either party when delivered personally or mailed by prepaid registered or certified mail as follows:

To Managing Agent: Neighborhood Management, Inc. &  
Haven Community Management, Inc.  
350 Interlocken Blvd. Suite 350, Broomfield, CO 80021

To Association: Current Board President



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**APPLICABLE LAW:** This Management Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of a lawsuit, the proper venue shall be in Boulder County, Colorado.

**VALIDITY:** In the event that any provision hereof is found to be void or unenforceable, all the remaining provisions of this Management Agreement shall be fully effective and shall not be affected by the void or unenforceable provision or provisions.

**DEFINITIONS:** As used in this Management Agreement:

1. The term "assessments" shall mean "Assessments" as defined in the Association's Declaration of Covenants.
2. The term "Properties" as used herein shall mean the property and improvements belonging to the Association.
3. The term "Unit" as used herein shall mean each individual property unit which constitutes membership in the Association.
4. The term "Association" as used herein shall mean the Big Elk Meadows Association.
5. The term "Parties" as used herein shall mean the Managing Agent and the Association.

**SUCCESSORS AND ASSIGNS:** This Management Agreement shall inure to the benefit of and constitute a binding obligation upon the Managing Agent, the Board and the Association, administrators, successors, and assigns.

**REVISION OF CONTRACT:** This contract and/or its' addenda shall be reviewed and adjusted only based on negotiation between the Parties, as then stated in a written and mutually executed agreement.

**ENTIRE AGREEMENT:** This Management Agreement shall constitute the entire agreement between the Parties and no variance or modification thereof shall be valid and enforceable except by an agreement in writing.

In the event a petition for bankruptcy is filed by or against the Managing Agent, or in the event that it shall make an assignment for the benefit of creditors or take advantage of any insolvency act; either party hereto may terminate this Management Agreement without notice to the other.

#### **MANAGING AGENT'S COMPENSATION**

Neighborhood Management, Inc. & Haven Community Management, Inc. will provide Community Management Services to **Big Elk Meadows Association** for a management fee of **\$38,400.00** (the "Management Fee"), which would be paid in monthly installments of **\$3,200.00**.

Any ancillary fees Neighborhood Management, Inc. & Haven Community Management, Inc. charges are listed on the Addendum A (attached for reference). This is for administrative supplies and customized services provided outside of the management contract. The managing



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agent shall have the ability to adjust the annual management fees by 4% every 12 months of service, unless otherwise agreed upon. The transparency of this information is to ensure that when you contract with Neighborhood Management, Inc. (NMI) & Haven Community Management, Inc. your community will know up front all the management fees and costs associated with running your association business.

MISCELLANEOUS:

**Attorney Liaison.** The Managing Agent will act as the liaison and provide necessary reports between the Association and its designated attorney.

**Attorney Fees.** In the event of any legal action under this Management Agreement or by reason of asserted breach hereof, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and court costs incurred in enforcing or attempting to enforce any of said terms, covenants, or conditions, including costs incurred prior to commencement of legal action and all costs and expenses including reasonable attorneys' fees and court costs incurred in any appeal from an action brought to enforce any of said terms, covenants and conditions.

**Setoff.** The Association may withhold such sums from any monies due or to become due to Managing Agent hereunder as the Association, in its sole discretion, deems necessary to protect the Association from any loss, damage, or expense relating to or arising out of the Managing Agent's performance hereunder, or in response to any claim or threatened claim of which the Association becomes aware concerning the Managing Agent or the performance of the Managing Agent's duties hereunder.

**Payment not a Release.** Any payment made by the Association to the Managing Agent pursuant to this Agreement is not a release of any claims against the Managing Agent.

IN WITNESS WHEREOF, the Parties hereto have executed this Management Agreement the day and year first above written.

MANAGING AGENT: NEIGHBORHOOD MANAGEMENT, INC. & HAVEN  
COMMUNITY MANAGEMENT, INC.

By: [Signature] Its: Vice President

ASSOCIATION: Big Elk Meadows Association

By: [Signature] Its: Board President



**HAVEN**  
COMMUNITY MANAGEMENT

**ADDENDUM A**

	<b>ADMINISTRATIVE &amp; ASSOCIATION SUPPLIES</b>	
Copies	\$.20 (B/W)	Per Copy
Special Assessment Billing	\$10.00	One Time Charge/Lot
Human Resource On-Site Administrative Fee	3% of Salary/Employee	Billed Monthly
Postage Meter Fee + Actual Postage	\$5.00 + Actual Postage	Per Month
Credit Card Usage Fee	\$25.00/Transaction	
Certified Mailing	\$10.00/Letter	Per Certified Letter
Reconciliation of Non-Preferred Banking Institutions	\$25.00/Reconciliation	Non-PPB or CIT Checking and Savings Accounts
1099 Preparation	\$35.00	Per 1099
Document and Data Storage	\$10.00/Box Annually \$00.00/Month IT Data Storage \$50.00 Retrieval Coordination Fee + Cost of Delivery	
Resale/Refinance Documents	Market Rate	Fees Charged to Homeowner
Transfer of Ownership Records	Market Rate	Fees Charged to Homeowner
Access Card/Parking Pass	\$0.00/Card/Pass	
Pool and Amenity Center Reservations	\$15.00/Reservation	Charged to Association
DocuSign Fee	\$10.00/Document	
Additional Meeting Time/Site Visits	\$125.00/Hour + IRS Mileage Rate	Meetings in Excess of Two (2) Hours or Additional Meetings/Visits
Off-Boarding of Association	1 Month Management Fee	Financial Completion. Coordination. Follow-Up Q&A.





**HAVEN**  
COMMUNITY MANAGEMENT

	ASSESSMENT COLLECTION COSTS	
Monthly Homeowner Balance Statement	\$3.00/Statement	Required by HB22-1137
Late Notice Processing	\$20.00/Notice	Required by HB22-1137
Late Notice Posting/Service	\$75.00/Unit	Required by HB22-1137
Lien Filing Fee	\$175.00/Lien	Paid by Association. Posted to Homeowner Ledger
Attorney Packaging Fee	\$100.00/Attorney File	Paid by Association. Posted to Homeowner Ledger
Payment Plan Facilitation Fee	\$50.00/Owner + \$25.00 Monthly Monitoring Fee	
	LARGE PROJECT OVERSIGHT COSTS	
Insurance Claim Oversight Fee	10% of Claim Value	As negotiated and agreed upon in writing.
Construction Project Oversight Fee – Over \$10,000.00	1% of Total Contract Value	As negotiated and agreed upon in writing.
	OPTIONAL WEBSITE & SOFTWARE COSTS	
Nabr Network	Specific to Community	Internal Social Network
Vantaca Portal	Included	
Website Full-Scale	\$50.00-\$75.00	Monthly Website w/ Registered Domain
Website Setup	\$40.00 One-Time Set-Up	
Website Updates	\$25.00	
SmartWebs	Specific to Community	
	ADDITIONAL STAFF SERVICES PER REQUEST	
Executive (President and/or Vice President)	\$150.00/Hour	
Senior Level Accountant	\$150.00/Hour	
Manager	\$125.00/Hour	
Administrative Staff Support	\$60.00/Hour	
Legal Counsel Support	*Hourly/Type of Support	

\*Contract Addendum A is Subject to Price Changes with 30-Day Notice

350 Interlocken Blvd, Ste 350, Broomfield, CO 80021 303-530-0700



## **Addendum B   Management Agent's Duties**

Whereas Managing Agent proposes to provide services for Big Elk Meadows Association (Association) at the discretion of and in close consultation with the Association's Board of Directors, and as the Association, an historically self-managed HOA, would like to outsource various functions to Managing Agent it is agreed that Managing Agent and Association will work jointly, with Managing Agent taking primary responsibility for the following:

**HOA Accounting** - The Managing Agent shall maintain all financial records of the Association and its Members, and be responsible for all standard, commonly expected HOA accounting functions to include:

**AP** – all payable functions

**AR** – primarily annual assessments and water billing, plus additional billing and receivable functions as needed, understanding that additional billing and AR functions may incur additional charges to Association. Additional services and charges to be approved by the Board.

**Collections** - handle all collection activities per Association governing policies and State regulations.

**Onsite payments** - able to handle credit card and other payments through Portal and Association onsite office.

**Monthly financial reporting to Treasurer and Board** - Prepare and distribute monthly computerized accrual financial statements to the Board, including a Budget vs Actuals Report, Reconciled Bank Balances, Balance Sheet, Income and Expense, Cash Disbursement, Aged Owner, and Prepaid Reports each month. All financial reporting and special analysis request other than routine financial reports will be an additional fee to be mutually agreed upon by the Board and Managing Agent.

**Annual Meeting Financial reports** - Prepare and distribute annual financial reports to all owners prior to Annual Meeting.

**Budgeting** - Assist Board in preparing a proposed annual budget based on prior operating expenditures and future projections at least sixty (60) days prior to the end of the fiscal accounting year which will serve as the basis for the "Proposed Budget" and annual assessment to be presented to the Membership at the annual meeting.

**Payroll** – staff to become employees of Managing Agent, to include all payroll tax collection and remission including employee deductions for health insurance, IRA, tracking of benefits, etc.

**Pre-Tax preparation** – Managing Agent will provide financial records to the Association or their designee for the preparation of required Federal and State tax returns. The Managing Agent is not responsible for preparation or filing of any tax returns, but at the request of the Board will obtain a minimum of two (2) bids from qualified CPAs for the preparation of the applicable annual tax returns. Managing Agent will assist in the performance of audits in consonance with

auditor appointed by the Board. An Audit is to be performed annually, if approved by the Board of Directors. Fees will be applied according to Addendum A.

**Property transfers** - The Managing Agent shall prepare resale certificates, statements of account, status letters, and other related items and shall record changes of ownership upon receipt of advice of owners or their agents, with supporting documentation. The Managing Agent shall be entitled to charge a fee for such service (to be determined) in addition to the Association's property transfer fee; fees shall be paid by the seller/grantor of the unit. In the event of the transfer of a unit because of foreclosure or deed in lieu of foreclosure, the sale and transfer fee shall be immediately due and payable by mortgagee or another grantee (other than the Association). The Managing Agent will then receive a copy of the closing documents and maintain them in the Association's records. If requested by the Board, the Managing Agent shall prepare personalized welcome letters to new owners in the community. Currently, the Office Manager is responsible for conducting an in-person orientation for new Members.

**Association Online PORTAL** - Managing Agent will provide and support a fully functioning Member Portal.

**Member Account Access** - Members can access their account info and pay bills online.

**Governing Documents** - All of the Association's governing documents in one online accessible place and regularly updated as required (with Board oversight).

**Homeowner docs** - Rules and regs, water agreement, horse, and pasture rules, etc. (with Board oversight)

**Owners record file** - containing a complete roster of owners and related data necessary to properly administer the Association's communications and activities with the Members.

**Association Correspondence** - The Managing Agent shall maintain complete files for all correspondence relating to the Association.

**Minutes** - minutes of Board meetings during the time the Managing Agent is in attendance. Minutes and notes accessible and stored digitally through the Portal.

**Member communications** - archived on the Portal.

**Incident reports** - can be submitted through the Portal.

**ARC** - requests and progress reports can be made and monitored online.

**Hardcopy requests** - All requests for hardcopy duplication or additional copies of Properties documents, account ledgers, correspondence, reports, etc., relating to the Properties shall be at the expense of the requesting party unless such request pertains to a collection action.

**Records** - All records, letters, and memoranda relating to the operation of the Association will remain the property of the Association and, if not stored digitally, shall be kept on the Property's premises, at the Managing Agent's office, or at a contract storage facility and shall not be removed from those premises except, as necessary. Storage of the Association's historical records shall be at the expense of the Association.

**ARC - Incident Reports – Covenant Enforcement** At least once a month, Managing Agent will use their offsite Community Manager in conjunction with the Board to do an onsite inspection for Covenant, ARC and Rules compliance. Managing Agent will communicate to members and directors as necessary to support the Association Covenants and Rules. There will be reporting and progress functionality via the Portal. Managing Agent will deal with all mailings and notice requirements (therefore removing the onsite staff and Directors from these activities) keeping the Association in compliance with its Governing documents and current State requirements.

**Insurance** – The Managing Agent will review annually all forms of insurance carried for Association in connection with the operation of the Association and its common properties. The Managing Agent shall assist the Board in soliciting insurance proposals. The Association acknowledges that the Managing Agent is not licensed to sell insurance and has no affiliation with any insurance agency or company. The determination of insurance placement, levels of coverage, endorsements and exclusion are the sole responsibility of the Board.

- Property and casualty including inland marine.
- D&O
- Volunteer death and accident
- HOA
- Vehicle
- Health ins for employees
- Workman's comp

The Managing Agent will assist in processing insurance claims for all property losses regardless of cause. The Association agrees to reimburse Managing Agent an agreed upon rate of the total cost of the project to repair such loss, for the addition administrative and management burden that Managing Agent will incur in coordinating the repair and restoration process by contractors engaged by the Association as agreed upon in Addendum A. Such management fees may be charged at the indicated rates only to the degree that they can be submitted as a claimable and reimbursable expense to the insurance company under any claim requiring such management and oversight. The HOA would not be expected to cover these charges directly.

**Member Communication** – Managing Agent will via phone, letters, e-mails, Portal, web, Association onsite office and staff, communicate as Managing Agent and Board deem reasonably necessary with Owners to assist the Board with responsibilities. Owners' communications to Managing Agent will be responded to in a prompt and professional manner. Response time by Managing Agent will be reasonable, considering the urgency of the matter, other operational priorities, and the ability of the respondent to research and provide an adequate resolution. Further, Managing Agent will maintain business-like relations with Owners, whose service requests shall be received, considered, and responded to promptly and efficiently. Requests or complaints which are deemed extraordinary by the Managing Agent shall, after thorough investigation be reported to the Board with appropriate recommendations.

**Onsite Operations** - It is understood that many onsite operational activities will require joint cooperation and coordination between Managing Agent, existing staff and the Association Board or its designees.

Managing Agent will be responsible for, with consultation of the Board, the recruiting, hiring, training, supervising, and discharging of all personnel. The Board of Directors retains the right to interview potential Community Manager candidates.

Managing Agent will, conditions permitting, conduct a monthly, or as needed, physical review of the Community's Common Areas during normal business hours which are considered (8:00am-5:00pm Monday-Thursday and 8:00am-1:00pm Friday, not including holidays or pre-advised closed days).

**General operations over community common elements** will be provided by current staff supported and employed by Managing Agent with outside vendors and contractors as necessary, subject to availability of funds of the Association.

**Domestic water operations and reporting** will be handled by current staff supported by and employed by Managing Agent

**Snow plowing** will be handled by current staff employed by and supported by Managing Agent.

**Road maintenance** current staff employed and supported by Managing Agent with outside vendors as may be needed.

**Equipment and facilities maintenance** current staff employed and supported by Managing Agent along with outside vendors as may be needed.

**Contracts** for regular services and major projects. Managing Agent will coordinate with contractors and existing staff and cause to be made all routine repairs and maintenance work to the common properties of the association as the Approved Budget allows. Managing agent working with the Board and staff will establish and maintain a current contract tickler for timely renewals of contracts related to common elements.

**Annual Meetings** – Managing Agent will assist Board in arranging the Annual Meeting (date, place, times, etc.



**Monthly Board meetings** - Managing Agent will attend up to 11 monthly Board meetings and one Annual meeting of the Membership. Times and dates to be determined using Addendum A as a guideline. Managing Agent will draft meeting minutes and post on the Portal with a Board Meeting summary.

Any costs and expenses relating to all meetings, notices, agendas, ballots, proxies, minutes, and reports (including without limitation, costs and expenses relating to mailing and copying) shall be the sole responsibility of the Association, as charged in Addendum A. All efforts will be employed to avoid additional cost. Special reports that the software system cannot produce shall be prepared in accordance with requests by the Board, at a mutually agreed upon charged, per Addendum A.

Managing Agent shall, employing BEM staff, prepare and mail notices, proxies, ballots, and agendas in accordance with the requirements and provisions of the Declaration of Covenants, Conditions, and Restrictions, the Bylaws, and applicable law. Any ancillary costs of reproduction and distribution shall be at the expense of the Association based on Addendum A.

**Association Board will maintain primary responsibility over:**

**Water rights management and reporting** as needed using current staff supported by and employed by Managing Agent.

**Lake health and water quality management** as needed using current staff supported by and employed by Managing Agent.

**Fire Wise community fire protection team.** Association Board and Volunteers.

**Social Events and Activities** Association Board and Members

Managing Agent could assist with the development of community holiday celebrations, special interest groups, and recreational activities. Above development participation, will be priced based on Addendum A.

**CPA auditing and tax filing functions**

**Notice:**

Everything done by the Managing Agent under the provisions of this Management Agreement shall be done as an agent of the Association and all authorized obligations or expenses incurred there under shall be for the account, on behalf, and at the expense of the Association. Any payments to be made by the Managing Agent hereunder shall be made from such sums as are

available in the account of the Association, or as may be provided by the Association. The Managing Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Managing Agent be obligated to incur any liability or obligation for the account of the Association without assurance from the Board that the necessary funds for the discharge thereof will be provided in a timely fashion.

**It is understood that this addendum will be amended as necessary by the parties to assure a successful overall experience for the community.**

**POLICY  
OF BIG ELK MEADOWS ASSOCIATION  
REGARDING POLICY AND PROCEDURES FOR  
COLLECTION OF UNPAID ASSESSMENTS**

**SUBJECT:** Adoption of a policy and procedure regarding the collection of unpaid assessments.

**PURPOSE:** To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE** March 18, 2023

**DATE:**

**RESOLUTION:** The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. **Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 30<sup>th</sup> day of June of each year. Assessments or other charges not paid in full to the Association within 30 days of the due date shall be considered past due and delinquent and shall incur late fees as provided below. In lieu of receiving full payment of the assessment amount, the Board of Directors may elect to offer Owners a monthly or quarterly extended payment plan, to include a service charge. If accepted by the Owner, such plan shall stipulate the due date of payments and penalties for past due payments.
2. **Receipt Date.** The Association shall post payments on the day that the payment is received in the Association's office.
3. **Late Charges on Delinquent Installments.** The Association shall impose a late fee for each Owner who fails to timely pay his/her monthly, quarterly or annual installment of the annual assessment and other charges within 30 days of the due date. This late fee shall be a "common expense" for each delinquent Owner.
4. **Personal Obligation for Late Charges.** The late charge shall be the personal obligation of the Owner(s) of the Lot(s) for which such assessment,

installment or other charge is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.

5. **Return Check Charges.** In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a return check fee, not to exceed \$50.00, shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the Lot(s) for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the monthly, quarterly or annual payment of the annual assessment or other charge is not timely made within 30 days of the due date.

6. **Service Fees.** In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.

7. **Delinquent Account.** BEMA requires a majority vote of the Board of Directors before referring a delinquent account to a collection agency or attorney for further legal action. Prior to BEMA turning over a delinquent account of an Owner to a collection agency or referring it to an attorney for legal action, BEMA will send the Owner a notice of delinquency by Certified Mail, Return Receipt Requested and post the same on the property. In addition, BEMA shall contact the Owner by one of the following means specifying the purpose of the notification: First-class mail, text message to a cellular number that BEMA has on file or by an email BEMA has on file.

8. **Application of Payment.** If an Owner who has both unpaid assessments and unpaid fines, fees or other charges makes a payment to the BEMA, the BEMA shall apply the payment first to the Assessments owed and any remaining amount



of the payment to the fines, fees or other charges owed.

9. **Attorney Fees on Delinquent Accounts.** As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled

to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

10. **Payments Made to Attorney.** Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought settled.

11. **Collection Process.**

After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Association shall send a written notice ("First Notice") of non-payment, amount past due, notice that late fees have accrued and request for immediate payment.

- The Association's notice, at a minimum shall include the following:
- a. The total amount due to the Association along with an accounting of how the total amount was determined.
  - b. A name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
  - c. A statement indicating that action is required to cure the delinquency.

After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Association shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that late fees have accrued, notice of intent to file a lien and request for immediate payment.

After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, a lien shall be filed, and a demand letter shall be sent to the delinquent Owner demanding immediate payment for past due assessments or other charges due.

The Board of Directors may, at its discretion, turn the account over to the Association's attorney for collection. Upon receiving a delinquent account, the Association's attorneys may file a lien (if one has not already been filed) and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association's attorney may file a lawsuit. If a judgment or decree is obtained, including

without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable late fees.

In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

12. **Collection Procedures/Time Frames.** The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	30 days after due date
First Notice (notice that late charges have accrued, required disclosures of the Association.	Any time after 30 days after due date
Second Notice (notice that late charges have accrued, notice of intent to file lien)	Any time after 60 days after due date
Lien filed; Demand letter sent to Owner; Delinquent account may be turned over to Association's attorney	Any time after 90 days after due date

The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. **Bankruptcies and Foreclosures.** Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any lot within the Association, the Board of Directors shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

14. **Referral of Delinquent Accounts to Attorneys.** Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account may remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Board of Directors, is authorized to take whatever action is available under State law and determined to be in the best interests of the Association.
15. **Judicial Foreclosure.** Any foreclosure action will be handled by the Association's attorney after a vote by the Board of Directors and under the direction and execution of the Association's attorney in accordance with Colorado State law.
16. **Foreclosed Property.** If a property has been foreclosed, a member of the Board, an employee of the BEMA, management company representing the association, and employee of a law firm representing the BEMA or an immediate family member of any such Board member, community association

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- management company employee or law firm employee shall not purchase the foreclosed home.
17. **Appointment of a Receiver.** The Association attorney in consultation with the Board may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.
18. **Waivers.** The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
19. **Communication with Owners.** Once a matter has been referred to the Association's attorney all communication with a delinquent Owner shall be handled through the attorney. No Director or staff member shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.
20. **Communication by Owners.** Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless

otherwise advised.

21. **Defenses.** Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.
22. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
23. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
24. **Deviations.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
25. **Amendment.** This Policy may be amended from time to time by the Board of Directors.



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March 14, 2023

**Via Email**

To: [pats@bigelkmeadows.org](mailto:pats@bigelkmeadows.org)

*No Original to Follow*

Patrick N. Sorenson  
Director & Committee Chair for Water Rights  
Big Elk Meadows Association  
29 Willow Drive  
Lyons, CO 80540

**RE: Conservation Easement for Boulder County Parks & Open Space**

Dear Pat:

As we have discussed, Big Elk Meadows Association ("BEMA") Long Term Planning Committee is reviewing the possible conveyance of a conservation easement in perpetuity to Boulder County Parks & Open Space. This appears to encumber all Boulder County land owned by BEMA as common area for the subdivision including Sunset Lake and part of Rainbow Lake. BEMA is concerned about the implications of this conveyance in connection with its water rights. This concern can be addressed by a reservation in the easement deed making clear that BEMA's water rights are excluded from any property interests conveyed by that deed. The language of the reservation that should be included in the deed is the following (this language assumes that the acreage subject to the conservation easement will have been defined in the deed as the "Property"):

The Property has never been irrigated agricultural land. The water rights owned by Grantor are primarily for replacement of stream depletions from domestic wells pursuant to the plan for augmentation owned and operated by Grantor. Consequently, no ownership or contractual interest in the water rights, or decrees relating to water rights, owned by Grantor is conveyed with this conservation easement, and all water rights owned by Grantor are reserved to Grantor.