THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT HAS BEEN DEVELOPED BY FRASCONA, JOINER, GOODMAN AND GREENSTEIN, P.C., LEGAL COUNSEL FOR INTEGRATED MOUNTAIN MANAGEMENT.

ASSOCIATION MANAGEMENT AGREEMENT

Association: Battlement Mesa Service Association

Manager: Integrated Mountain Management

Designated Manager: Joseph Oates

Property: Battlement Mesa SA

Agreement Commencing On: **January 1, 2027**

ASSOCIATION MANAGEMENT AGREEMENT

THIS ASSOCIATION MANAGEMENT AGREEMENT ("Agreement") is made and entered into on **October 20, 2026**, by and between the unit owners' association known as **Battlement Mesa Service Association** ("Association"), a nonprofit corporation, which is established in accordance with the laws of the State of Colorado, for the property annexed into Battlement Mesa Service Association currently and in the future, located within Garfield County, Colorado ("Property"), and **Integrated Mountain Group** ("Manager").

RECITALS

The Board of Directors of the Association ("Board"), on behalf of the Association, hereby appoints Manager to manage the Association, and Manager accepts appointment to manage the Association.

IN CONSIDERATION of the covenants herein contained, the parties hereby agree as follows:

AGREEMENT

Section One – Term of Agreement

The Board appoints Manager exclusively to manage the Association for a period of two years, beginning **January 1, 2027** and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one year renewal period provided that written notice is given to the other party on or before the ninetieth (90) day prior to the expiration of the initial term on or before the ninetieth (90) day prior to the expiration of such one year renewal period. If no termination notice is provided at least ninety (90) days prior to the end of the initial or any renewal term, the Agreement shall be deemed to be extended for an additional year.

Section Two – Services of Manager

Manager shall manage the Association to the extent, for the period, and upon the terms of this Agreement. Manager shall perform the following services listed in **Exhibit A**, in the name of and on behalf of the Association, and the Association hereby gives Manager the authority and powers required to perform these services.

2.1 Relationships with Association Members

Manager shall maintain business-like relationships with Association members and shall assist the Association in communications with members. Manager shall receive, consider, investigate, and record all requests or complaints submitted by owners in systematic fashion as referenced in Exhibit A, and Manager shall if necessary, report such requests or complaints to the Board within 24 hours, or sooner if emergency in nature.

2.2 General Property Inspections

Manager shall visually inspect the Property as referenced in Exhibit A and shall report any material findings to the Board, together with recommendations for maintenance or repairs if necessary.

2.3 Covenant Enforcement Inspections

Manager agrees as defined in Exhibit A to physically inspecting the Property for the purpose of enforcing the Association's current rules and regulations and complying with the Association's current Covenant and Rule Enforcement and Dispute Resolution Policy and Procedure. Manager further agrees upon Board request and approval of costs to provide monthly status reports to the Board regarding such monthly covenant enforcement inspections, and all such cost are included in the monthly contract fee.

2.4 Maintenance of Association Records

Manager or its representative shall maintain and act as custodian of the official records of the Board and the Association, Such records shall include yet not be limited to: governing documents of the Association, Rules and Regulations currently in effect, current homeowner name and address lists (provided such information is received by the Manager), financial statements for the Association, minutes of owner and Board meetings, resolutions, and all other records required by applicable law or the governing documents of the Association.

Manager or its representative shall maintain the official records of the Board and Association in a safe and secure manner, taking reasonable measures to minimize the risk of loss, damage or theft including digitizing such records. Documents or files more than two (2) years old may be stored by the Manager offsite upon Board approval at the expense of the Association. Further, Manager shall make records available to Association members or potential members in accordance with, and at the cost permitted by, relevant Colorado law at the time such request is made. Such records will remain the property of the Association.

2.5 Compliance with CCIOA

Manager shall take those steps necessary to determine whether the Association is in compliance with the provisions of the Colorado Common Interest Ownership Act (CCIOA), which mandates, among other items, that common interest communities must have, as part of their governing documents, written policies and procedures with regard to collections of unpaid assessments; dispute resolution; investments of reserve funds; covenant and rule enforcement; Board member conflicts of interest; conduct of meetings; inspection and copying of Association records; rules for adoption of policies, procedures, rules, regulations or guidelines; and any other required policies under CCIOA.

Manager will further keep the Association apprised of ongoing changes to CCIOA. If Manager determines that the Association is not in compliance with CCIOA, Manager shall make recommendations to the Board, and the Board agrees to implement those changes necessary to bring the Association into compliance with CCIOA and the Association's legal team.

2.6 Financial Statements

Manager shall maintain records of all income and expenses relating to the Association, the Property and shall submit financial statements monthly to the Association 5 days prior to the BMSA monthly Director's meetings, which occur on the 3rd Tuesday morning of each month at 9:00 AM. Information should include YTD monthly, including prior month data.

2.7 Preparation of Annual Budget

Upon Board direction and consultation, the Manager shall prepare and submit to the Board for approval a recommended Annual Budget for the next year showing anticipated income and expense for such year. Upon approval of the Board, it will be presented to the membership as per the governing documents and/or CCIOA. Manager shall monitor Association expenses and report to the Board regarding any expenses which are not or which may not be within the amounts budgeted for such expenses. A preliminary budget should be made available by the September Board meeting, with a final Budget by the November Board meeting for final Board approval.

2.8 Submission of Annual Report

Within 30 days after the end of each fiscal year, Manager shall submit to the Association a year-end financial report. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection. At the request of the Board, the Manager shall solicit bids from certified public accountants for the Association's annual audit. The Manager shall make available to the accountant selected by the Association all financial and other information of the Association which is maintained by the Manager.

2.9 Payment of Expenses

Upon Board request: From the funds of the Association, Manager shall receive invoicing and prepare checks for all operating expenses of the Association. An automated Board approval process of all invoices and checks will be implemented within the Manager's software system, such that Board member or members will approve any payments.

2.10 Accounts Receivable

Manager shall invoice members of the Association for those amounts due and payable to the Association when necessary. Manager shall receive and process all payments due to the Association by its members. Manager agrees as defined in Exhibit A to enforce the collection policy of the Association. If demand is not sufficient and legal proceedings must be commenced, Manager will make recommendations to the Board and follow the Association's Collection Policy process in consultation with Association's legal representation.

2.11 Bank Accounts

Upon the request of the Association the Manager shall establish and maintain a general operating account for the Association in which to deposit receipts and from which to write operating checks on behalf of the Association in an account insured by the FDIC. The Association will continue to use existing Alpine Bank accounts. Other accounts may be established as are required or requested by the Association. The Association is responsible for any and all bank fees associated with other accounts established as required or requested by the Association.

Integrated Mountain Group reserves the right to choose the operating bank on behalf of board/client to ensure operational efficiency, except as directed , and/or approved by the Association. Board/client understand that by using the financial institution designated by IMG for the operating account there are certain benefits including but not limited to reduced bank fees, dedicated customer service, technology integrations, etc.

The Board may have accounts in other Bank accounts and Management shall charge
$150 one-time fee for the additional work associated with the maintenance and reconciliation of such other outside Bank accounts. Association funds shall not be commingled with the funds from other Associations managed by Management. Management shall maintain separate operating and reserve accounts on behalf of the Association.

2.12 Tax Preparation and Reporting

Manager shall cause the Association's annual tax return to be prepared and filed, together with any other necessary tax reporting documents. Manager shall be permitted to work with a certified public accountant in the preparation and filing of such tax reports, and the Association shall be financially responsible for all such accountant tax preparation and filing fees.

2.13 Payment of Employment Taxes

Manager, shall on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state and local income tax laws and all other laws, regulations, and/or ordinances governing employment and payment of wages. The Association shall supply all funds to pay any taxes.

2.14 State and Regulatory Filings

Manager shall file all registrations, annual reports or updates that may be necessary to maintain the Association's various regulatory compliances with the Colorado Secretary of State and Colorado Department of Regulatory Agencies.

2.15 Records of Insurance

Manager shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Manager shall cause all such insurance to be kept in force, as directed by the Board of Directors. Manager shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation and maintenance of the common elements of the Property, including any damage or destruction to them. The Association shall be responsible for any deductibles or additional charges for the administration of such claims.

2.16 Utilities and Services Contracts

Subject to the direction of the Board and on behalf of the Association, Manager shall negotiate contracts for water, electricity, gas, telephone and such other services as may be necessary or advisable for the common elements of the Property. Subject to Section 3, Manager may also purchase on behalf of the Association such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Association and the Property. All such contracts and purchases shall be executed in the name of the Association by or as directed by its Board of Directors and at the Association's expense, and only as approved in advance by the Association's Board. Manager is authorized to administer and oversee such contracts to assure that contracted services are performed in a satisfactory manner. The Association shall be responsible for any additional charges for the administration and oversight of these contracts by Manager; however, the Association must be notified of any previously unapproved or emergency expenditures.

2.17 Additional Services

Manager agrees to provide additional services to Association, at the approved rate, as may be outlined in **Exhibit B**, attached hereto.

Section Three – Limitation on Expenditures by Manager

In discharging its responsibilities under section 2 of this Agreement, Manager shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding **$5000.00** without the prior written consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Manager under the terms of Section 5. 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 safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property. Such authorization granted by this Section Three is mitigated by the emergency, after which anything beyond emergency in nature, the Manager will consult with the Board for additional approvals.

Section Four – Manager Not Responsible for Maintenance of Individual Units

Manager shall have no authority or responsibility for maintenance or repairs to individual units in the Property, unless damage is caused by an Association-related problem and as defined in the Declarations of the Association. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section Five – Disposition of Funds

Upon the approval of the Board the Manager shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 Deposit of Collections

Manager shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the Federal government (with the approval of the Association) or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate (an account established and maintained in the name of the Association) and apart from Manager's own funds and from the funds of any others. Manager shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest, unless otherwise requested by the Board of Directors.

5.2 Payment of Expenses

Manager shall prepare all checks to pay all expenses of operation and management of the Association and the Property from Association's funds held in account by Manager. Board appointed approver/s must "sign off" on payment of all expenses.

5.3 Manager Not Required to Advance Funds

Manager shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Manager shall be repaid to Manager immediately from the Association's funds provided that, Manager obtained Association's approval of funds prior to advancement. Any sums due Manager under any provision of this Agreement and not paid within 30 days after such sums have become due, shall bear interest at the rate of 18% per annum.

Section Six – Attendance at Board Meetings

Manager, or a designated employee or other representative of Manager, shall attend up to twelve (12) regularly scheduled meetings, of approximately two (2) hours duration, of the Board each year, one (1) annual meetings of the Association, and one (1) Delegate meeting up to a two (2) hour duration, at no additional cost. The monthly fee shall also include one annual meeting of each Village not under management of a sub-association. Management is also expected to organize and provide all necessary meeting documentation, including Community notification and shall take minutes of all such meetings included at no additional cost as part of this agreement.

Section Seven – One Board Member to Deal with Manager

If deemed necessary, the Board shall designate one of its members who shall be authorized to deal with Manager on any matter relating to the management of the Association and the Property. Manager shall not accept directions or instructions with regard to the management of the Association or the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board may appoint an alternate should the President be unavailable. Manager may, but is not required to, submit any matter, direction, instruction or the like received from the designated Board member to the Board and shall then follow the direction of the Board. Manager is not obligated to take direction from individual owners or residents, but will consult with the Board when material questions arise relating to the request of an individual owner or resident.

Section Eight – Limitation of Manager's Authority and Responsibility

Manager's authority to act for the Association relative to the Property shall be subject to the limitations set forth below.

8.1 Structural Changes

Manager shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property. Any such changes must be reported to the Association immediately.

8.2 Building Compliance

Manager shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules or regulations (including those relating to the existence and disposal of solid, liquid and gaseous wastes and toxic or hazardous substances) of any city, county, state or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Manager shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices or summonses received by Manager relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Manager to disclose the ownership of the Property to any such officials and agrees to indemnify, defend and hold Manager, its representatives, servants and employees, harmless of and from all loss, costs, expense and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

8.3 Manager Assumes No Liability

Manager assumes no liability whatsoever for any previous acts or omissions of the Board or the Association, or any previous board or current or previous owners of the Property, or any previous management or other agent of either. Manager assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Manager likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Manager assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. 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.

Section Nine – Manager's Compensation

Manager shall be compensated for specific service as stated below.

9.1 For Management and Maintenance Services

The Association shall pay Manager an annual management fee of **$327,499.96**, payable in equal monthly installments of **$27,291.66** by the 5th of each month in which they are due. The management fee will be adjusted annually with the year's current Federal cost-of-living increase through the Association's operating budget and upon approval by the Board of Directors, which adjustment shall be incorporated into this Agreement by reference. A one-time on-boarding fee payable within 30 days of contract execution of **$1250.00** will be charged to update bank accounts, upload owner records, and notify vendors, and any other such transition requirements needed to effectively begin Management by January 1st, 2027. Additionally, Manager will coordinate notification of 2027 dues and payment procedures to the community during 4Q26, in coordination with the current Manager, Battlement Mesa Metro District.

9.2 Additional Time

Unless otherwise specified herein, if Manager has agreed to provide certain services a particular number of times or for a particular number of hours per week, month, or year, Manager will provide additional services beyond those specified at the rate range of **$75-$200** per person per hour based upon the requisite level of skill required as further set forth on the schedule attached hereto of additional fees. Any additional billing will be authorized by the Board prior to paying.

9.3 Non-Recurring Charges

Association shall be responsible for paying or reimbursing Manager for those non-recurring charges.

9.4 For Construction, Remodeling or Other Contracting Services

The Manager may assist with any of this work upon direction of the Board. The Association shall be responsible for any additional charges for the administration and oversight of the defined work by Manager.

9.5 For Other Services

The Manager may assist with any of this work upon direction of the Board. The Association shall be responsible for any additional charges for the administration and oversight of the defined work by Manager.

Section Ten – Obligations of the Association

The Association shall insure the Property, the Manager, and itself against liability and bear the expense of any and all litigation against the Property, Manager and the Association as stated below. The Association shall through its Board, approve an Annual Budget for the Association's responsibilities related to the Property.

10.1 Indemnification and Insurance

A. The Association shall indemnify the Manager, its directors, officers, agents, and employees and hold them harmless from all court costs, attorney's fees, judgments, amounts paid in settlement of claims and other direct expenses including, but not limited to, witness fees and expert witness studies which are actually and reasonably incurred in defending claims relating to the management of the common elements and to injuries, death or property damage suffered by any person while on the Association's common elements, if the claims:

1. Arise out of the conduct of the Manager, its directors, officers, agents and employees acting under the special instruction or at the specific request of the Association, or
2. Arise out of conduct of the Manager, its directors, officers, agents and employees acting within the scope of the Manager's general duties pursuant to this Agreement, or
3. Arise out of conduct of the Manager, its directors, officers, agents and employees which is not grossly negligent or tortuous and if the Manager acted without bad faith.

B. The indemnification provided pursuant to this paragraph shall not be deemed exclusive of any other rights of the Manager, its directors, officers, agents and employees to be indemnified pursuant to action or agreement of the Association. Such indemnification shall apply to successors to the Manager and to persons who have ceased to be directors, officers, agents or employees of the Manager. The Association shall carry, at its own expense, comprehensive general liability and property damage insurance insuring the Association against injury to persons or damage to properties occurring in or about the Association's premises or arising out of the ownership, maintenance, use or occupancy thereof. The coverage shall be in reasonably commercial amounts. Manager shall be co-insured in regard to the Association on the Association's policy.

C. The Manager shall indemnify the Association, its directors, officers, agents and employees and hold them harmless from all court costs, attorney fees, judgments, amounts paid in settlement of claims and other direct expenses including, but not limited to, witness fees and expert witness studies which are actually and reasonably incurred in defending claims relating to management of the common elements and to injuries, death or property damage suffered by any person while on the Association's Property, within the Association's building(s), or on any part of the Association's common elements, if the claims arise out of the gross negligence or other tortuous conduct of the Manager, its directors, officers, agents and employees or arise out of their failure to discharge properly Manager's responsibilities under this Agreement.

D. The Manager shall at all times this Agreement is in effect maintain adequate workers' compensation insurance on all of its employees and independent contractors hired by the manager. If the Association hires or requests a contractor of its choice, then it is the Association's responsibility to insure adequate insurance is provided. The manager assumes no responsibility or liability.

E. The Manager shall at all times this Agreement is in effect maintain a broad form general liability policy in the amount of $1,000,000 aggregate for the benefit of the Association.

F. The Manager shall at all times this Agreement is in effect maintain errors and omissions insurance in a minimum amount of that which is required to be held by licensed Colorado community association managers at the time. Additionally, Manager may, in Manager's sole and absolute discretion, obtain additional supplemental errors and omissions insurance.

10.2 Establish and Maintain Liability Insurance

The Association shall carry at its own expense public liability, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Manager as insured parties, and their coverage shall be adequate to protect the interests of both parties and in the form, substance and amounts reasonably satisfactory to Manager. The Association shall provide Manager with certificates evidencing such insurance or with duplicate copies of such policies within 30 days from the date of execution of this Agreement; or Manager may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Manager as well as to the Association and shall require a minimum of 30 days written notice to Manager before any cancellation of or changes to said policies.

10.3 Pay All Expenses of Any Litigation

The Association shall pay all expenses incurred by Manager including, but not limited to, Manager's costs and time, any liability, fines, penalties or the like, settlement amounts approved by the Board, and attorney's fees for counsel employed to represent Manager or the Association in any proceeding or suit involving any alleged or actual violation by Manager or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status or mental or physical handicap. HOWEVER, the Association shall not be responsible to Manager for any such expenses in the event Manager is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Manager to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 Save Manager Harmless from Labor Law Violations

Except in the event of Manager's negligence or misconduct, the Association shall indemnify, defend and save Manager harmless from all claims, investigations and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws in the cause of representing the Association. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense and attorneys' fees.

10.5 Approve Annual Budget

Upon the request of the Board the Manager will prepare the Association Annual Budget for Board approval and presentation to the membership as per the governing documents and or CCIOA.

Section Eleven – Termination by Manager for Cause

Manager shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse through no fault of Manager. Manager shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board of the Association with respect to the Property or the sale, rental or other disposition thereof or with respect to the hiring of employees to manage it, fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Manager in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Manager, or disciplinary proceeding with respect to Manager's license. Manager shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective sixty (60) days after upon the service of such notice.

Section Twelve – Termination by the Association: Cancellation Fee

Either party may cancel this Agreement as defined in Section One. If during the duration, in the event that the Association cancels this Agreement before the expiration of the term of this Agreement, as may be renewed pursuant to Section 1, the Association shall pay to Manager a Cancellation Fee of **$15,000.00**. Termination for cause would include not only illegal acts, but also Association notified lack of performance relative to contract terms, which Manager would have 90 days to cure such lack of performance. If after 90 days the required performance issue is not resolved to the Association's satisfaction, the Board may terminate the contract without penalty giving the Manager 60-day notice.

Section Thirteen – Association Responsible for Payments

Upon Termination of or withdrawal from this Agreement by either party, the Association shall commence, on its own, payment of obligations/liabilities of all contracts which Manager may have properly incurred on the Association's behalf under this Agreement.

Manager shall deliver to the Association within forty-five (45) days after the termination of this Agreement for any reason, a final accounting reflecting the balance of the income and expenses with respect to the Association all the Property of the Association as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits and other papers or documents which pertain to the Association and the Property.

Upon termination of contract, Manager will return Association checkbook to Association and Association agrees to pay out of Association funds all work contracted during Manager contract.

Section Fourteen – Relationship of Manager to the Association

The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by Manager under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. 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, or any other relationship between the parties to this Agreement except that of principal and agent, or as requiring Manager to bear any portion of losses arising out of or connected with the operation of the Association or ownership or operation of the Property. Nor shall Manager at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind nor obligate the other, except that Manager is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section Fifteen – Indemnification Survives Termination

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provision of this Agreement that require indemnification of the other Party or to defend, reimburse, or indemnify the other shall survive any termination; and if Manager is or becomes involved in any proceeding or litigation by reason of having contracted with the Association, such provisions shall apply as if this Agreement were still in effect.

Section Sixteen – Headings

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

Section Seventeen – Force Majeur

Any delays in the performance of any obligation of Manager 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, government regulations, riots, adverse weather and other similar causes not within the control of Manager, and any time periods required for performance shall be extended accordingly.

Section Eighteen – 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 Association and the Property and supersedes and replaces any and all previous management agreements entered into and/or negotiated between the Association and Manager relating to the Association and the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Manager. Except as otherwise provided herein, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the Association and Manager in writing. 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.

Section Nineteen – 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 or now or thereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement 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 or be construed as a waiver or relinquishment of such right or remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section Twenty – Applicable Law and Partial Invalidity

The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Colorado. If any part of this Agreement shall be declared invalid or unenforceable, Manager and Association shall have the option to terminate this Agreement by notice to the Association or Manager respectively. Venue shall be proper in the county where the Association is located.

Section Twenty-One – 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.

21.1 To Manager

Integrated Mountain Management
Attention Joseph Oates
E-Mail: joseph.oates@integratedmtn.com

21.2 To the Association

President or authorized agent of the Board
Attention: Dan Birrer

E-Mail: dbirrer.bmsa@gmail.com

21.3 Delivery of Notices

Notices or other communications between the parties to this Agreement may be emailed or 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 receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to be "given" or "delivered" upon delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided herein.

Section Twenty-Two – Agreement Binding on Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Manager and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Manager shall not assign its interest under this Agreement except in connection with the sale of all or a portion of the assets of its business. In the event of such a sale, Manager shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

Section Twenty-Three – Fidelity Bond or Personnel Insurance

The Manager shall obtain a fidelity bond or personnel insurance covering all personnel of the Manager in the amount of at least $100,000.00. The Association shall be specifically named as an insured on the fidelity bond or personnel insurance, and a copy of the policy shall be provided to the Association on or before the date of the commencement of services by the Manager. In the event of termination of the policy by the Manager or the insurance company, notification of such cancellation shall be provided by the Manager to the Association at least fifteen (15) days prior to its cancellation. In the event of cancellation, however, the Manager shall immediately obtain a substitute policy.

Section Twenty-Four – Return of Association Records

Upon termination of this Agreement for whatever reason, Manager shall, within forty-five (45) days, turn over to the Association all records and property of the Association at no cost to the Association, including a hard copy of all records, data, reports, and the like on computer or disk, and all records and materials related to the Association's funds. Manager agrees not to retain or withhold from the Association any of its records or property. All records, whether existing in hard copy or on computer hard drive or disk, maintained by or located with the Manager pertaining to the Association shall be deemed the exclusive property of the Association.

Section Twenty-Five – Conflict of Interest and Affiliated Interest

25.1 Conflict of Interest

Manager shall not accept from any party providing goods and services to the Association, including vendors and independent contractors, any remuneration or consideration in any manner or form, as consideration for or inducement to Manager for using the party's goods or retaining their services on behalf of the Association, all such benefits rightly due the Association.

25.2 Affiliated Interest

Manager will not enter into any agreement to provide goods or services to the Association with any party, partnership, corporation or other entity related or affiliated with Manager, its directors, officers or employees without prior written approval of the Association. The Association may authorize or decline to authorize Manager's in-house maintenance, known as Integrated Mountain Maintenance, Inc., to provide certain maintenance services pursuant to the Affiliated Business Disclosure attached to this Agreement as Exhibit C.

Section Twenty-Six – Attorneys' Fees

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

Section Twenty-Seven – Attorney-Client Privilege Protection

In order to protect communications between the Manager and the Association's attorney within the attorney-client privilege protection, the Manager will serve as liaison between the Association and the Association's designated attorney regarding legal matters. For purposes of any type of communication with the Association's legal counsel, the Manager shall be deemed the functional equivalent of an employee and the attorney-client privilege between the Association and its legal counsel extends to the Manager.

Section Twenty-Eight – Emergency Response System

Manager shall establish and maintain a 24-hour, seven-day-a-week maintenance and emergency system which includes, but is not limited to, retaining an answering service for communication with owners. Manager shall designate a qualified manager to be on call and available whenever a matter affecting health, safety, or a reasonable level of personal discomfort arises. The Association shall be responsible for any additional charges for the administration and oversight of this service by Manager.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures as dated.

BATTLEMENT MESA SA:

By: Dan Birrer

Position: BMSA President

Date: 10/21/2026

MANAGER:

By: Joseph Oates

Position: Executive Vice President

Date: 10.21.2026

EXHIBIT A

Property Management Services

- CCIOA Compliance Administration
  - Advise Association of changes in regulations
- Governing Document Administration
  - Declaration, Bylaws, Rules & Regs
  - Understanding & Interpretation of Documents
- Insurance Policy Coordination
- Work with Board to determine Association Action Items
- Association/Owner Communications
- Covenants Enforcement office administration included with property weekly inspections
- Owner Interactions (of chronic concern) first hour included, report chronic concerns to Board Representative
  After Hours Calls, Included. Extra charges if staff is needed to be present
- Owner Information Upkeep
- IMG Website administration, as well as bmsaco.org Streamline website maintenance
- Administration & Maintenance of Association Documents
- Attend Annual Meeting & Monthly Board Meetings, Special and Delegate meetings (if necessary), and up to six Village Delegate Area Meetings
  - Prepare Proxies, Notices, Agenda, Minutes
- Attend Educational programs for Association State and Federal Regulation

Financial Services

- Administration of Association Financial Activity
  - Generate Monthly Financials
    - Balance Sheet
    - Income Statement
    - A/R & A/P
    - Check Register
  - Annual Budget Development & Administration
    - Expense Monitoring & Control
  - Capital Reserve Account Management
  - Accounts Payable
    - Process Payables
    - Manage Cash Flow
  - Accounts Receivable
    - Association Assessment Billing
    - Collections administration included
    - Payment Processing
- Administration Association Bank Accounts
  - Open & Manage Bank Accounts
  - Monthly Bank Account Reconciliation
  - Operating & Reserve Fund Management
- Year End Financial Processing
  - Tax Return
    - Coordination, Preparation, Filing
    - Meet with CPA for actual Return completion
  - Production of YE Association Financials
- Registration & Renewal Processing
  - DORA
  - SOS

EXHIBIT B

Optional Services - Association

- Capital Reserve Management
  - Contracting for Reserve Study
  - Reserve Study Management & Planning
- Maintenance Services
- Construction & Development Services
- Landscaping Services
- Snow Removal
- Administration Services
  - Printing & Mailing
  - Secretarial
  - Special Communications
  - HOA Status filing
  - Lien & Court processing
- Website Management – third party, (outside of Association bmsaco.org website)
- Water System Administration & Billing
- Bid Administration (up to 3 bids included)
- Newsletters and Association Messaging
- Implementation/Administration of Association action items
- Processing Requests
  - Outside Agencies Contacting the Association (Upon Board Approval)
- Architectural / Design Review Services
- Document Revision / Updates
- Owner Interactions above defined
- Administration for Legal Matters, City/County regulations
- Insurance Claims administration
- Custodial Services

Optional Services – Owner

- Landscaping
  - Mowing & Trimming
  - Pruning
  - Fertilizing
  - Weed Spraying
- Snow Plowing & Shoveling
- Maintenance
- Home Care & Inspections
- Contractor Coordination
- Custodial
- Leasing

Please contact Joseph Oates for pricing and contracting for these Optional Services.

EXHIBIT C
AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE AND ACKNOWLEDGEMENT

If Association Management Firm is to provide Maintenance Services in accordance with Section 2.17 and 25.2 of the Association Management Agreement of which this Exhibit C is a part, Association must complete this Disclosure.

This disclosure is to give you notice that **Integrated Mountain Group** (Association Management Firm) has an affiliated business arrangement with **Integrated Mountain Maintenance, Inc.**, a company which provides maintenance, service, repairs and related needs and items to properties on behalf of property owners and authorized agents.

The nature of the arrangement is that an individual or individuals with an ownership interest in **Integrated Mountain Group** also has an ownership interest in **Integrated Mountain Maintenance, Inc.** The companies are distinct, and an employee or agent of one shall not be deemed an employee or agent of the other. However, because of the relationship, use of **Integrated Mountain Maintenance, Inc.** may provide **Integrated Mountain Group** a financial or other benefit.

Set forth below is the estimated charge or range of charges by **Integrated Mountain Maintenance, Inc.** for services:

Hourly Maintenance: $45.00 to $210.00 per hour

You are NOT required to use Integrated Mountain Maintenance, Inc. for your Property's maintenance, service, repairs or related needs. YOUR USE OF INTEGRATED MOUNTAIN MANAGEMENT TO PROVIDE ASSOCIATION MANAGEMENT SERVICES DOES NOT REQUIRE THE USE OF INTEGRATED MOUNTAIN MAINTENANCE, INC. THERE ARE FREQUENTLY OTHER SERVICE PROVIDERS AVAILABLE WITH SIMILAR PRODUCTS AND/OR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND/OR PRODUCTS AND THE BEST RATES FOR THESE SERVICES AND/OR PRODUCTS.

ACKNOWLEDGMENT – ***If Association does authorize use of Integrated Mountain Maintenance, Inc.***

I/we have read this disclosure form, understand that **Integrated Mountain Group** is referring me/us to purchase the above-described services from **Integrated Mountain Maintenance, Inc.** and may receive a financial or other benefit as the result of this referral, and DO authorize use of **Integrated Mountain Maintenance, Inc.** to provide the above-described services.

_____

Battlement Mesa Service Association Date

ACKNOWLEDGMENT – ***If Association does not authorize use of Integrated Mountain Maintenance, Inc.***

I/we have read this disclosure form, understand that **Integrated Mountain Group** is referring me/us to purchase the above-described services from **Integrated Mountain Maintenance, Inc.** and may receive a financial or other benefit as the result of this referral, and DO NOT authorize use of **Integrated Mountain Maintenance, Inc.** to provide the above-described services.

_____

Battlement Mesa Service Association Date