Cement Creek Condominium Homeowners Association

Notice of Board of Directors Meeting

June 23, 2022

4:00 PM, MST

The Board of Directors of Cement Creek Condominium Homeowners Association will be having their **Board of Directors Meeting** on June 23, 2022.

The meeting will be held in person at the Cement Creek Condos office.

If any members of Cement Creek have any questions, please contact Jacob Dewey at Jacob@crestedyeti.com or call 719-355-8684 prior to the meeting.

Notice, June 20 2022

Jacob Dewey- Property Manager

Cement Creek Condominium Homeowners Association

Meeting Agenda

June 23, 2022

4:00 PM, MST

4:00 pm	Last meeting minutes
4:05 pm	Manager's Report

- Operations
- Financial
- Snow Fund

4:10 pm	Pet Policy Review and variance requests
4:30 pm	Addendum to Albritton Easement – Details to follow.
4:50 pm	Summer Projects/Reserve Fund
5:10 pm	2022-23 Budget
5:25 pm	Spectrum TV Contract
5:35 pm	New Business
5:50 pm	Adjournment

Cement Creek Condo Association

Meeting of Board of Directors

Wednesday, February 16, 2022

Those Present

Jacob Dewey, Crested Yeti Property Management

Kurt Sorensen

Chris Ray

Robert Baker

Chris Ward

Perry Hopper

Chris Ward called the meeting to order at 4:35p.m. and confirmed there was a quorum with all Board members present.

Chris Ward asked if there were any revisions that needed to be made to the meeting minuets that were held on September 9, 2021. No comments were made. Chris Ward made a motion to approve the minutes of the meeting held on September 9, 2021. Kurt Hoy seconded the motion, and it was unanimously approved

Chris Ward asked Perry Hopper to give a general scope of the operations and financial status of CCCA.

Perry started with operations. He mentioned that the East River building lower roof had to get shoveled due to too much snow and ice. There was visible bowing of the wood thus making the decision to get it shoveled.

Kurt asked if there was anyway to get the 2 parking spots that are buried uncovered so that there is a total of 5 parking spaces available again. Perry said that Crested Yeti would work on that.

Kevin Hartigan was having water coming into his apartment and is living there full time. Perry stated that there might be some damage. Following this, the hose bib at East River need to be removed. There has already been 2 busted this year.

There is a down tree by unit 5 and branches are on the roof. The tree should be taken down in the summertime.

The grass was put down in the fall around the pond and should be healthy for the springtime.

The mail is an issue, especially for people mailing checks in to Crested Yeti or CCCA. There was a stack of 26 items dating back to October 2021 that had been misplaced by the mail service. Due to this Perry stated that he has been lenient with the late policy.

Chris Ward made a motion to waive late fees due to post office inconsistency. Chris Ray seconded the motion, and it was unanimously approved.

Perry continued to review financial standing for CCCA. They are operating very close to the budget right now. Perry stated:

$600 over budget in October

$1,400 under budget in November

$1,830 under budget in December

$3,359 over budget in January

For the whole fiscal year CCCA is operating at 695 dollars over budget. Chris Ward asked that the budget get put onto the financial documents in the future.

Chris Ward brought up a list of summer projects that should be on the radar.

1. Painting the Waterfall Creek garage doors
2. Plates around the shed need to be replaced
3. Italian Creek. Possibly replace the stone with metal because the stone is not in good shape
4. Spring road repair, patch the potholes
5. Stucco on East River is not looking good, and the fasteners are falling off
6. Decks on the front of Waterfall Creek building, some of the stringers are rotting out

Chris Ward talks about new business. We should look into insurance again and make sure that our insurance is on a policy for full rebuild cost.

Chris Ward adjures the meeting at 5:45 P.M. Kurt Hoy seconds and it is unanimously approved.

Prepared by Jacob Dewey

Crested Yeti Property Management

Cement Creek Condominium Association, Inc.

Transaction Detail By Account

January 1, 2020 through June 15, 2022

Type	Date	Num	Name	Memo	Clr	Split	Original Amount	Paid Amount	Balance
3012.00 · Pet Fees									
General Journal	01/01/2020			December JV dog fees - check # 2975		1000.00 · CBOC - Cash in bank	10.00	10.00	10.00
General Journal	02/01/2020			January JV dog fees - check # 3008		1000.00 · CBOC - Cash in bank	60.00	60.00	70.00
Invoice	02/24/2020	3448	020810 - Hartigan	Annual Pet Fee - 12/1/19 - 12/1/2020		1010.00 · Accounts Receivable	200.00	200.00	270.00
Invoice	02/24/2020	3449	020110 - Schmidt	Pet Fee - monthly pet fee for January, 2020		1010.00 · Accounts Receivable	40.00	40.00	310.00
General Journal	03/01/2020			February JV pet fees - check # 3022		1000.00 · CBOC - Cash in bank	30.00	30.00	340.00
Invoice	03/15/2020	3477	020410 - Hertel	Annual Pet Fee - 1 dog @ $200.00/pet/year April 1, 2020 - April 1, 2021		1010.00 · Accounts Receivable	200.00	200.00	540.00
Invoice	04/01/2020	3478	010310 - Baker	Pet Fee - 4/1/2020 - 4/1/2021		1010.00 · Accounts Receivable	200.00	200.00	740.00
Invoice	06/01/2020	3556	020110 - Schmidt	Pet Fee - Annual pet fee for German Shepard		1010.00 · Accounts Receivable	200.00	200.00	940.00
General Journal	07/02/2020			JV June dog/pet fees		1000.00 · CBOC - Cash in bank	70.00	70.00	1,010.00
Invoice	07/04/2020	3585	020310 - Henry	Pet Fee - Annual Pet Fee July 1, 2020 to July 1, 2021		1010.00 · Accounts Receivable	200.00	200.00	1,210.00
Invoice	07/21/2020	3476	020210 - Armbrecht	Annual Pet Fee - 2 dogs @ $200.00/pet/year April 1, 2020 - April 1, 2021		1010.00 · Accounts Receivable	400.00	400.00	1,610.00
General Journal	08/02/2020			JV dogs fees for July, 2020		1000.00 · CBOC - Cash in bank	100.00	100.00	1,710.00
General Journal	09/01/2020			August JV dog fees - check # 3166		1000.00 · CBOC - Cash in bank	120.00	120.00	1,830.00
General Journal	10/01/2020			CCM - JV dogs check # 3191		1000.00 · CBOC - Cash in bank	110.00	110.00	1,940.00
General Journal	11/01/2020			Oct JV dog fees - check # 3217		1000.00 · CBOC - Cash in bank	40.00	40.00	1,980.00
Invoice	11/01/2020	3699	020210 - Armbrecht	Pet Fee - fine to cover legal expenses for third dog		1010.00 · Accounts Receivable	500.00	500.00	2,480.00
Invoice	11/01/2020	3699	020210 - Armbrecht	Pet Fee - 3rd dog - 11/1/2020 to 5/1/2021 pet fee		1010.00 · Accounts Receivable	200.00	200.00	2,680.00
General Journal	12/02/2020			Nov JV dogs - check # 3245		1000.00 · CBOC - Cash in bank	30.00	30.00	2,710.00
Invoice	12/17/2020	3727	020110 - Giannaula	Pet Fee - Annual Pet Fee December 1, 2020 to June 1, 2021		1010.00 · Accounts Receivable	200.00	200.00	2,910.00
Invoice	01/22/2021	3755	011310 - Gerhardt	Pet Fee - 2 dogs for 1 week @ $10.00/pet/wk		1010.00 · Accounts Receivable	20.00	20.00	2,930.00
General Journal	02/01/2021			JV dogs for Jan 2021 # 3285		1000.00 · CBOC - Cash in bank	40.00	40.00	2,970.00
General Journal	03/05/2021			Feb, 2021 JV dogs - check # 3343		1000.00 · CBOC - Cash in bank	40.00	40.00	3,010.00
Invoice	04/01/2021	3837	010310 - Baker	Pet Fee - Annual fee for cat 4/1/2021 to 4/1/2022		1010.00 · Accounts Receivable	200.00	200.00	3,210.00
Invoice	04/01/2021	3838	020210 - Armbrecht	Pet Fee - Annual pet fee for two dogs - 4/1/2021 to 4/1/2022		1010.00 · Accounts Receivable	400.00	400.00	3,610.00
Invoice	04/01/2021	3849	020810 - Hartigan	Pet Fee - 2 wks of dog in unit		1010.00 · Accounts Receivable	20.00	20.00	3,630.00
General Journal	04/12/2021			March JV dogs - CCM # 3372		1000.00 · CBOC - Cash in bank	20.00	20.00	3,650.00
Invoice	04/19/2021	3839	020410 - Hertel	Pet Fee - Annual pet fee for 1 dog - 4/1/2021 to 4/1/2022		1010.00 · Accounts Receivable	200.00	200.00	3,850.00
Invoice	05/03/2021	3870	020210 - Armbrecht	Pet Fee - 3rd dog pet policy variance - 6 month extension 5/1/2021 to 11/1/2021		1010.00 · Accounts Receivable	400.00	400.00	4,250.00
General Journal	05/04/2021			CCM # 3401 - JV dog fees for April, 2021		1000.00 · CBOC - Cash in bank	50.00	50.00	4,300.00
General Journal	06/01/2021			May JV dog fees - check # 3439		1000.00 · CBOC - Cash in bank	10.00	10.00	4,310.00
Invoice	07/08/2021	3929	020310 - Henry	Annual Pet Fee (pet fee for dog, July 1, 2021 to June 30, 2022)		1010.00 · Accounts Receivable	200.00	200.00	4,510.00
General Journal	07/08/2021			June JV Pet Fees, check #3470		1000.00 · CBOC - Cash in bank	80.00	80.00	4,590.00
Invoice	03/21/2022	4138	020110 - Giannaula	Pet Fee - June 1, 2021 to December 1, 2021 (6 month pet fee)		1010.00 · Accounts Receivable	200.00	200.00	4,790.00
Invoice	03/21/2022	4139	020110 - Giannaula	Pet Fee - December 1, 2021 to June 1, 2022 (6 month pet fee)		1010.00 · Accounts Receivable	200.00	200.00	4,990.00
General Journal	05/26/2022			CY paying dog fees from 7/2021 to 5/31/22 - bank transfer		1000.00 · CBOC - Cash in bank	530.00	530.00	5,520.00
Total 3012.00 · Pet Fees								5,520.00	5,520.00
TOTAL								5,520.00	5,520.00

CEMENT CREEK CONDOMINIUMS ASSOCIATION, Inc.
2 ELCHO AVE.
CRESTED BUTTE, CO 81224

October 1, 2022 to September 30, 2023 BUDGET

- Approved by Board of Directors - _____
- Considered by General Membership - _____

		New BUDGET October 1, 2021 to September 30, 2022 BUDGET		New BUDGET October 1, 2022 to September 30, 2023 BUDGET	
EXPENSES					
Annual Budget Mailing Exp.	$	75.00	$	75.00	
CCCA Web Page Domain Name	$	25.00	$	25.00	Last I checked this is still the same
CCCA Web Page Hosting	$	180.00	$	180.00	Last I checked this is still the same
Cable TV	$	10,900.00	$	12,644.00	16 percent increase according to spectrum
Common Area Electricity	$	5,000.00	$	5,000.00	
Garbage Service	$	3,200.00	$	3,240.00	based on actuals roughly 270 a month
Insurance Expense (Exterior of buildings only)	$	11,888.00	$	16,000.00	AMF gave us this quote, we can decline this if we up deductable, I have reached out to get another quote, this was in may, will reach out again and see progress
Building Maintenance & Repairs	$	26,000.00	$	26,000.00	Same as last 2 yrs
Grounds Maintenance	$	23,500.00	$	23,500.00	Same as last 2 yrs
Grounds Supplies	$	3,500.00	$	3,500.00	Same as last 2 yrs
Lease of Game Area	$	7,833.50	$	8,339.55	7% increase from last year
Snow Removal	$	29,000.00	$	29,000.00	Same as last 2 yrs
Transfer to/from Snow Removal					
Management Expense	$	15,000.00	$	15,000.00	1250 a month
Postage	$	50.00	$	50.00	same as last 2 yrs
Legal Expense	$	5,800.00	$	5,000.00	I think this could be a touch lower
Tax Return Prep Expense	$	650.00	$	650.00	same as last 2 yrs
Bank Service Charges & Supplies	$	100.00	$	100.00	same as last 2 yrs
Water & Sewer Service	$	27,635.65	$	30,399.22	roughly 10 percent increase according to Metro
Budgeted Reserve Acct. Savings	$	15,000.00	$	15,000.00	same
TOTAL EXPENSES	**$**	**185,337.15**	$	193,702.76	4.51%

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total	Last Year Total	Var.
Annual Budget Mailing Exp.	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ 75	$ -	$ 75.00	$ 75.00	$ -
CCCA Web Page Domain Name	$ -	$ -	$ -	$ 25	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25.00	$ 25.00	$ -
CCCA Web Page Hosting	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ 180	$ -	$ -	$ -	$ 180.00	$ 180.00	$ -
Cable TV	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 1,054	$ 12,644.00	$ 10,900.00	$ 1,744
Common Area Electricity	$ 297	$ 335	$ 478	$ 237	$ 588	$ 701	$ 599	$ 523	$ 378	$ 305	$ 283	$ 278	$ 5,000.00	$ 5,000.00	$ -
Garbage Service	$ 270	$ 270	$ 270	$ 270	$ 270	$ 270	$ 270	$ 270	$ 270	$ 270	$ 270	$ 270	$ 3,240.00	$ 3,200.00	$ 40
Insurance Expense (Exterior of buildings only	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 1,333	$ 16,000.00	$ 11,888.00	$ 4,112
Building Maintenance & Repairs	$ 4,809	$ 2,592	$ 3,622	$ 67	$ -	$ -	$ -	$ 1,184	$ 2,543	$ 1,562	$ 4,326	$ 5,296	$ 26,000.00	$ 26,000.00	$ -
Grounds Maintenance	$ 640	$ 3,135	$ 2,668	$ -	$ -	$ -	$ -	$ 252	$ 5,161	$ 2,704	$ 4,882	$ 4,057	$ 23,500.00	$ 23,500.00	$ -
Grounds Supplies	$ 126	$ 157	$ -	$ -	$ -	$ -	$ -	$ 67	$ 2,683	$ 466	$ -	$ -	$ 3,500.00	$ 3,500.00	$ -
Lease of Game Area	$ 695	$ 695	$ 695	$ 695	$ 695	$ 695	$ 695	$ 695	$ 695	$ 695	$ 695	$ 695	$ 8,339.55	$ 7,833.50	$ 506
Snow Removal	$ 489	$ 292	$ 2,618	$ 6,711	$ 7,405	$ 8,703	$ 2,607	$ 175	$ -	$ -	$ -	$ -	$ 29,000.00	$ 29,000.00	$ -
Transfer to/from Snow Removal															
Management Expense	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 15,000.00	$ 15,000.00	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50	$ 50.00	$ 50.00	$ -
Legal Expense	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 5,000.00	$ 5,800.00	$ (800)
Tax Return Prep Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ 650	$ -	$ -	$ -	$ -	$ -	$ 650.00	$ 650.00	$ -
Bank Service Charges & Supplies	$ -	$ -	$ -	$ -	$ -	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ 100.00	$ 100.00	$ -
Water & Sewer Service	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 2,533	$ 30,399.22	$ 27,635.65	$ 2,764
Budgeted Reserve Acct. Savings	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 15,000.00	$ 15,000.00	$ -
TOTAL EXPENSES	$ 15,162	$ 15,312	$ 18,188	$ 15,842	$ 16,795	$ 18,307	$ 12,658	$ 11,004	$ 19,747	$ 13,839	$ 18,367	$ 18,483	$ 193,702.76	$ 185,337.15	$ 8,366

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

Exclusive Use And Exclusive Marketing

No Building – No Complex

This Nonexclusive Installation and Service Agreement ("Agreement") between Time Warner Cable Pacific West LLC ("Operator") and Cement Creek Condominium Owners Association ("Owner") is dated this 15 day of April 2018 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section below.

BASIC INFORMATION	
Premises (or Property) (further described in Exhibit A): Premises Name: Cement Creek Number of Units: 25 Street Address: 2 Elcho Ave. City/State/Zip: Gunnison, CO 81230	
Notices: Owner Name: Cement Creek Condominium Owners Association, Inc. Address: 2 Elcho Ave Gunnison, CO 81230 Phone: 970-349-6682	
Agreement Term: The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 5.0 years unless either party provides written notice of termination not less than six (6) months prior to the end of the Agreement Term then in effect.	
Start Date: 4/15/2018	**Expiration Date:** 4/14/2023
Services: Services shall mean all lawful communications services that Operator may provide including, without limitation, all multi-channel video and audio programming services (specifically, "Video Service"), Internet access services, and/or voice services.	
Equipment: All above-ground and underground cables, fiber, internal wiring, conduit, customer premises equipment such as converters/receivers/set top boxes and modems ("CPE"), electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) to provide the Services pursuant to the provisions of the Agreement. The Equipment extends from the external boundary lines of the Premises.	

1. **Grant.** In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises (including without limitation any buildings or units constructed on or added to the Premises hereafter). Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within ninety (90) days of such termination, shall be deemed abandoned and become the property of the Owner. The rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

2. **Services; Equipment.** Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises ("Residents"). Operator reserves the right to adopt and implement new, improved, additional, modified or enhanced technology, features, CPE, services or capabilities at any time during the Agreement Term. Operator may, with or without notice and without breaching this Agreement, disconnect or refuse to provide Services to any person who (i) fails to execute and/or abide by Operator's standard customer agreements, terms of use or acceptable use policies, or other requirements imposed by Operator from time to time; or (ii) uses the Services in violation of applicable law. If Operator reconnects such users, then Operator shall be entitled to charge the Resident Operator's then-current standard disconnection and reconnection fees. Owner acknowledges that the Operator reserves the right to make changes to the programming comprising the Video Services, or add to, discontinue or change the rates and Services or any features or components available to the Premises as Operator may deem

necessary or desirable in its sole discretion. Operator will install, maintain, and/or operate any Equipment it is using on the Premises in accordance with applicable law. Operator's Equipment shall always be owned by and constitute the personal property of the Operator, and Owner acknowledges Operator's exclusive right to control and use its Equipment.

For and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, Owner represents that it has not granted and agrees that it will not (i) grant any other easements or rights that will physically interfere with the Operator's delivery of the Services, including signal interference and/or the operation of Equipment on and within the Premises or (ii) use or enable any other person/third party to use any portion of the Equipment to provide services to the Residents or occupants. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity is not intended to limit the rights of the Premises Residents to obtain services to the extent that they elect to do so (a) from a competing multi-channel video provider transmitting its signals directly to the Residents *via* microwave or satellite without making use of the Owner's private property, the common areas of the Premises or the Equipment; (b) from any competing provider that has or is granted access to the Premises to provide services in competition with Operator's Services by the use of distinct facilities separate from the Equipment (subject to Section 3 "Marketing Privileges"); or (c) to the extent that such Resident of the Premises has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property interest (provided that Owner shall in no event participate in or encourage the installation, provisioning, hook-up, or marketing of such competing services). For purposes of clarification, nothing in this Agreement shall be deemed to prevent Owner from granting another provider of services the right of access to the Premises to provide its services to Residents of the Premises as long as such grant does not interfere with Operator's delivery of Services on the Premises and does not breach Operator's rights granted pursuant to this Agreement.

Without limiting Operator's exclusive rights to use the Equipment, should an antenna, signal amplification system or any other non-Operator facilities located either on the Premises or any property controlled by Owner in proximity to the Premises interfere with the provision of Operator's Services, Owner shall eliminate such interference immediately. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner. Owner shall be responsible and reimburse Operator for damage to any part of the System or Equipment caused by Owner or its affiliates and its and their employees, contractors or agents.

3. **Marketing Privileges.** Operator shall have the exclusive right to market and to promote the Services and any comparable services via digital means and portals, on the Premises by means of distribution of printed and digital advertising materials and Service information, Operator provided information on Services in welcome and information packages for Residents and prospective Residents, contacts, demonstrations of services, and direct sales presentations. If Operator installs WiFi access points at the Premises, Operator may promote the Premises as a WiFi access point in all forms of media, and shall have the exclusive right to market the provision of WiFi at the Premises. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the Residents, and allowing, at Operator's request, the display of advertising materials in common areas of the Premises and on-site promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and Owner shall not permit the distribution or publication of marketing materials or other promotional activities promoting alternative competitive services offered by other providers.

4. **Assignment.** This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be

binding upon any managing agent or homeowner's association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

5. Representations and Warranties. Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto.

6. Breach of Agreement. In the event of a default by a party hereto in addition to rights available at law or in equity, the non-defaulting party may terminate this Agreement after 30 days' prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of prosecuting or defending against such action, including reasonable attorneys' fees and court costs. Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control. In the event of a termination by Operator in accordance with this provision, such termination shall not constitute a termination of the Operator's rights to have access to the Premises for the purposes of providing Services to the Residents thereof.

7. Indemnification. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

8. Warranties; Limitation of Liability. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Notwithstanding anything to the contrary stated hereunder, Operator will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

9. Automatic Default. Owner agrees during the term of this Agreement not to authorize, allow or provide bulk services on Premises from another provider. A violation of this Section is an automatic default of this Agreement.

10. Recording. Simultaneously with the execution of this Agreement Owner will sign before a notary an easement in the form of **Exhibit A** attached hereto and incorporated herein by reference. Owner agrees that the easement may be recorded at any time. This easement is in addition to the other access rights granted by this Agreement.

11. Severability. If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

12. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by any event beyond such party's reasonable control (a "Force Majeure Event"), including (but not limited to) acts of God, weather, acts of public authority, war, riot, strike, work stoppages or failure or delays of utilities, suppliers or carriers. Such nonperformance will be excused only for so long as such condition exists.

13. Miscellaneous Provisions. This Agreement supersedes any prior agreement between the parties with respect to the specific subject matter of this Agreement as applies to the Premises, and may not be amended except by a written agreement signed by the parties.

14. Mandatory Access Laws. Notwithstanding anything to the contrary in this Agreement, if applicable laws require Owner to provide Operator with access to the Premises for the provision of any Service, then Operator shall continue to be permitted to access and use all Equipment to provide its Services to the Premises. Nothing in this Agreement shall operate as, or be construed to be, a waiver of any rights that Operator may have under such access laws, and all such rights are hereby reserved by Operator.

15. Jurisdiction. This Agreement shall be governed by federal law and the laws of the state in which the Premises is located (excluding said state's choice of law provisions).

16. Reimbursement Of Capital. In the event that the Operator is prohibited from or is unable to (a) install its Equipment at or connecting to the Premises and/or (b) connect with or use the Internal Wiring and/or (c) provide its Services to the Premises for any lawful reason, including breach of this Agreement by Owner, Operator may terminate this Agreement and, in such event, the Owner will reimburse the Operator, as Owner's sole liability hereunder, for the installation costs (including labor) incurred by Operator up to the date that Operator's installation of Equipment or Service deployment was halted; provided however that the Operator's maximum reimbursement under this paragraph is prorated over the term of this Agreement and capped at _____$0.00_____. Owner shall make such reimbursement payment to Operator within sixty (60) days following Owner's receipt of Operator's invoice. Upon request, Operator shall provide reasonable supporting documentation for the costs that are being reimbursed.

IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

OPERATOR

Time Warner Cable Pacific West LLC

By: Charter Communications, Inc., its Manager

By: _____

Printed Name: ~~Sandy McDonald~~ Monty Goden

Title: ~~Director~~ VP, Spectrum Community Solutions

Date: 9/6/18

OWNER

Cement Creek Condominium Owners Association

By: _____

Printed Name: Charles Zeiter

Title: Secretary

Date: 5/3/18

EXHIBIT "A"

GRANT OF EASEMENT
(attached)

GRANT OF EASEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Charter Communications
Attn: ___
Address: **JESSE PELLEGRIN**
12012 N. MOPAC EXPRY
AUSTIN, TX 78758

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of this 15 day of April, 2018, by and between Cement Creek Condominium Owners Association ("Owner") and Time Warner Cable Pacific West LLC ("Operator"). The parties agree as follows:

1. **PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of 2 Elcho Ave., County of Gunnison, City of Gunnison, State of CO with a legal description as set forth in Exhibit A to this Easement.

2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator a non-exclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary or desirable, for the routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used in the provision of multi-channel video television programming and other communication services that Operator may lawfully provide to the Premises, and of the marketing and provision of such services. Such easement shall be for the additional use and benefit of Operator's designees, agents, successors and assigns.

3. **BINDING EFFECT.** The benefits and burdens of this GRANT OF EASEMENT shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

4. **SUPPLEMENT.** This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of April 15. 2018 ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewals.

OPERATOR

Time Warner Cable Pacific West LLC

By: Charter Communications, Inc., its Manager

By: _____

Printed Name: ~~Sandy McDonald~~ Monty Gaden

Title: ~~Director~~ VP, Spectrum Community Solutions

Date: 9/6/18

OWNER

Cement Creek Condominium Owners Association

By: _____

Printed Name: Charles Leiter

Title: Secretary

Date: 5/3/18

NOTARY

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____

(name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of [Time Warner Pacific Cable West LLC]. (name of party on behalf of whom instrument was executed)

Please see attached acknowledgment

_____

(Signature of notarial officer)
(Seal, if any)

_____

Title (and Rank)
My commission expires: _____

NOTARY

State of Colorado

County of GUNNISON

This instrument was acknowledged before me on 8/21/18 (date) by Charles Zeitler

(name(s) of person(s)) as Secretary (type of authority, e.g., officer, trustee, etc.)

of Comm Cnty Conference Assoc (name of party on behalf of whom instrument was executed)

(Signature of notarial officer)
(Seal, if any)

ERIN E. CARLSON
Notary Public - State of Colorado
Notary ID 20144026041
My Commission Expires Jul 2, 2022

Notary Public
Title (and Rank)
My commission expires: 7.2.22

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On Sept. 6, 2018 before me, Terri-Ann Nelson, Notary Public,
(Here insert name and title of the officer)

personally appeared Monty R. Gaden,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

TERRI-ANN NELSON
Notary Public – California
Los Angeles County
Commission # 2190227
My Comm. Expires Apr 8, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☑ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

© 2004-2015 ProLink Signing Service, Inc. - All Rights Reserved www.TheProLink.com - Nationwide Notary Service

EXHIBIT "A"

Lot 17, Block 2, Crested Butte South, First Filing, according to the official plat thereof bearing reception No. 280973 County of Gunnison, State of Colorado.

Lots 13, 14 of Block 2 Crested butte South, First Filing, County of Gunnison, State of Colorado, recorded on book 537 at page 938 of the records of Gunnison County, Colorado.

Lots 3,4 and 5 of Block No. 3, Crested Butte South First Filing, according to the official plat thereof of record on the office of the Clerk and Recorder of GunnisonCounty, Colorado.

BULK VIDEO SERVICE ADDENDUM
[Traditional Housing]

The Nonexclusive Installation and Service Agreement (the "Agreement") with an Effective Date of April 15, 2018, by and between Cement Creek Condominium Owners Association, INC.("Owner") and Time Warner Cable Pacific West LLC ("Operator") made with respect to the 25 units known as Water Fall Creek, located at 2 Elcho Ave., in Gunnison, CO (the "Premises"), is hereby amended by this Bulk Video Service Addendum ("Addendum") to include the following and is otherwise confirmed in all respects, provided that the event of any conflict between the terms of the Agreement and those of this Addendum, the terms of this Addendum shall control. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1. Bulk Video Service. Operator and Owner agree to activate and provide the following service(s) to one (1) existing outlet in each residential unit of the Premises as specified herein excluding any CPE not specifically stated herein (the "Bulk Video Service"). Operator may change the CPE selection stated herein in its sole discretion:

- "Spectrum TV™ Select"

* Operator's current channel line-up is set forth in Exhibit A, attached hereto. Listed Premium Service(s): N/A

2. No Resale. Owner shall not resell the Bulk Video Service or CPE in whole or in part or impose any incremental fee for the Bulk Video Service or CPE.

3. Bulk Video Service Monthly Fee. Operator shall bill and Owner shall pay monthly in advance for the Bulk Video Service ("Bulk Billing Fee") based on the following calculation:

Bulk Billing Fee = $ 25.80 per unit rate x 25 units at the Premises*
Total Monthly Bulk Billing Fee = $645.00
*Total number of units at the Premises whether occupied or not: currently 25 units.

The Bulk Billing Fee excludes all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, any public educational and government ("PEG") access fees, retransmission consent fees or costs, surcharges or rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity or other fees which Operator may lawfully pass through to subscribers.

As part of this Addendum, Owner will provide a list of accurate addresses for each unit served as attached in Exhibit B.

Operator shall have the right to increase the Bulk Billing Fee by up to six percent (6%) each year beginning in January of the calendar year immediately after the execution of this Addendum unless this Addendum is executed by the parties in November or December, in which case Operator shall not exercise such increase right until January of the following calendar year. Such increases may be cumulative if not taken in the previous year(s).

Operator, at its sole discretion, shall also have the right to increase or decrease the total number of units billed each year to match the actual number of units, common areas or other sites being served or to be served at the Premises. Nothing herein shall require Operator to expend funds to increase or decrease the number of units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms and conditions. Upon request and in the event an annual increase in the total number of units or sites served will exceed twenty percent (20%), Operator shall provide documentation to Owner of the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).

Subject to Section 5, Owner acknowledges that (i) it shall be responsible for paying Operator's standard equipment rental fees attributable to any CPE necessary for the reception and distribution of Services to the units on the Premises and (ii) it shall not take any action that would alter, modify or otherwise change the underlying signals comprising such Services.

Owner's failure to pay the Bulk Billing Fee or CPE rental fees, if any, in full by the balance due date of the month shall be a material breach of this Addendum, and Operator shall, in addition to any other remedies available to it, have the right at its sole option to (i) suspend the Bulk Video Services and/or any other services Operator may be providing to the Premises upon thirty (30) days' prior written notice and/or (ii) terminate this Addendum upon thirty (30) days prior written notice, in which event Owner shall be liable for immediate payment of its remaining Bulk Billing Fees and CPE rental fees through the expiration of the term hereof as if this Addendum had not been terminated. In addition, and without limitation, Operator shall be entitled to solicit and offer to the residents of the Premises ("Residents" or "Students") any of its Services (including without limitation those comprising the Bulk Video Services) on an individual subscription basis for the remainder of the Agreement Term without interference or objection from Owner, in which event Owner hereby ratifies and confirms all of Operator's rights under the Agreement.

Late fees will be charged to Owner in accordance with Operator's then current policies. Owner accepts sole responsibility for Bulk Billing Fees and any other fees due hereunder for the term of this Addendum and any renewal or extension thereof.

4. Additional Services; Marketing to Residents. Each Resident or Student shall have the option of purchasing from Operator additional services not included in the Bulk Video Services at his/her expense or as otherwise specified in Section 5. The Residents or Students shall be billed directly for any additional services so ordered and shall be responsible for additional equipment as specified in Section 5.

5. CPE. Operator will provide one (1) set top box ("STB") per unit at no charge. Each Resident will be responsible for pick up and self installation of the STB or all related installation charges related to a professional installation by Operator. Residents may at their option rent

additional STBs at the normal monthly rental rates from Operator. Each Resident will be responsible for the return to Operator of all STBs provided in connection with additional services purchased from Operator or as part of the Bulk Video Services. Owner will use reasonable care to ensure return to Operator of all STBs left and/or abandoned by Residents in units at the time of moving out of the Premises.

6. Additional Outlets Authorized. Owner hereby authorizes Residents to order (at their sole expense) and Operator to install, additional outlets in the individual dwelling units of the Premises. If Owner prohibits the installation of additional outlets, Owner accepts responsibility to notify Residents of this policy as part of their lease and property rules and regulations.

7. Bulk Term. This Addendum will remain in force for an initial term of 5.0 years commencing on April 15, 2018 and terminating on April 14, 2023 ("Initial Term"). At the end of the Initial Term, or any successive term, this Addendum shall automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days before the expiration of the then-current term. In the event Owner terminates this Addendum as provided herein, Owner shall provide Operator at the time of termination a then-current Resident roster, including addresses that Operator can use to support its efforts to convert Residents to individually billed subscribers. In addition, if requested by Operator, Owner shall send or otherwise distribute to all Residents an Operator-supplied letter that informs each Resident of his/her new service options resulting from Owner's termination of this Addendum.

8. Termination. If the Bulk Video Service arrangement set forth in this Addendum is terminated for any reason whatsoever, Operator may offer and provide any of the services comprising the Bulk Video Service to Residents on an individual subscription basis under the Agreement. The termination or expiration of this Addendum, for whatever reason, shall have no effect on the term of the Agreement or any terms and conditions thereof.

9. Effectiveness. This Addendum shall not be considered an offer and shall not be binding upon Operator until it is duly signed by both parties where indicated below.

10. Confidentiality. The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein, or (v) in order to enforce its rights pursuant to this Agreement. All parties shall be directed to abide by the confidentiality provisions of this

Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

OPERATOR
Time Warner Cable Pacific West LLC
By: Charter Communications, Inc., its Manager

By: _____

Printed Name: ~~Sandy McDonald~~ Monty Gaden

Title: ~~Director~~ VP,
Spectrum Community Solutions

Date: 9/6/18

OWNER
Cement Creek Condominium Owners Association

By: _____

Printed Name: Charles Zeitler

Title: Secretary

Date: 5/3/18

Exhibit A

Bulk Video Service
www.spectrum.com

Exhibit B

Address	Street	Unit/ Apt #		City	State	Zip
2	Elcho Ave.	Bldg 2	1	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	2	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	3	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	4	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	5	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	6	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	7	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	8	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	9	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	10	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	11	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	12	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	13	Gunnison	CO	81230
2	Elcho Ave.	Bldg 2	14	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	1	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	2	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	3	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	4	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	5	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	6	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	7	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	8	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 3	9	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 6	1	Gunnison	CO	81230
2	Elcho Ave.	Bldg. 6	2	Gunnison	CO	81230

Gmail

Perry Hopper <hop@crestedyeti.com>

Cable TV

1 message

Chris Ward <caward901@gmail.com> Mon, Jun 13, 2022 at 9:55 AM
To: hop@crestedyeti.com, Bob Baker <rabaker1946@att.net>, Chris Ray <chris@mountainbikersmecca.com>, Kurt Sorensen <sorensenjkurt@gmail.com>
Cc: Jacob Dewey <jacob@crestedyeti.com>

CCCA Board,

Below is a section from our current Cable TV contract. It will automatically renew if we don't send termation notice at least 6 months before the expiration date. The complete contact is attached.

Jacob - Please add this to the June 23 agenda.

Thanks,

Chris

2 attachments

image001.emz
237K

BRN30055CB99407_031568.pdf
3193K