

Brown Homestead - Boyd Contract

**Subject:** Brown Homestead - Boyd Contract

**From:** "Law Office of Diane Wolfson" <wolfson@telluridelaw.com>

**Date:** Thu, 10 Jun 2010 21:24:58 -0600

**To:** "Christine Merritt - Secretary" <timchris4@msn.com>, "Doug Geissler - President" <vanillageis@hotmail.com>, "Meredith Ann Muller - Treasurer" <meredith\_muller@hotmail.com>, <sdeasy@aol.com>, "Steve Holve - Board Member" <sholve@frontiernet.net>

**CC:** "Mail @ Full Circle HOA" <mail@fullcirclehoa.com>

Dear Board:

At last the contract is finished. Kindly execute the CONSENT and return it to me. Doug will then sign the actual contract. For Christine, the Consent is below.

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**CONSENT IN LIEU OF MEETING**  
**BOARD OF DIRECTORS**  
**THE BROWN HOMESTEAD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**  
June 10, 2010

The undersigned, being all of the members of the Board of Directors ("**Board**") of the Brown Homestead Condominiums Homeowners Association, Inc., a Colorado nonprofit corporation ("**Association**"), do hereby consent to the following resolutions pursuant to the Colorado Revised Nonprofit Corporation Act (C.R.S. 7-128-202), without holding a meeting.

BE IT HEREBY RESOLVED THAT

1. The Board approves entering into the attached contract dated June 10, 2010, to sell common elements of the Association to J. Wesley Boyd and Theona K. Boyd, contingent upon owner approval of such conveyance.
2. The Board authorizes its president, Douglas Geissler, to execute such contract on behalf of the Association.

Pursuant to C.R.S. 7-128-202, the undersigned Board members hereby waive the right to demand that this action not be taken unless a meeting is held. This Consent may be executed using digital copies and it may be executed in counterparts. This Consent in Lieu of Meeting shall be filed with the minutes of the proceedings of the Board of Directors of the Association.

**Director:**

Steve Holve 6/12/10  
Sign and Date

Regards,  
Diane Wolfson

**Law Office of Diane Wolfson**  
560 Mountain Village Blvd., Suite 102A  
Mountain Village, CO 81435  
Telephone: (970) 728-4471  
Facsimile: (970) 369-1429  
Email: [Wolfson@telluridelaw.com](mailto:Wolfson@telluridelaw.com)

**CONSENT IN LIEU OF MEETING  
BOARD OF DIRECTORS  
THE BROWN HOMESTEAD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**

June 10, 2010

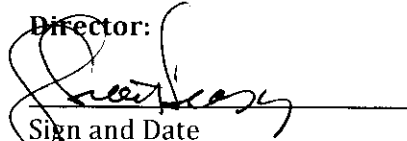
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Director:

  
Sign and Date  
6/13/10

369-1429

**CONSENT IN LIEU OF MEETING  
BOARD OF DIRECTORS  
THE BROWN HOMESTEAD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.  
June 10, 2010**

The undersigned, being all of the members of the Board of Directors ("**Board**") of the Brown Homestead Condominiums Homeowners Association, Inc., a Colorado nonprofit corporation ("**Association**"), do hereby consent to the following resolutions pursuant to the Colorado Revised Nonprofit Corporation Act (C.R.S. 7-128-202), without holding a meeting.

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**Director:**

*Meredith Geissler*  
~~\_\_\_\_\_~~ *6/14/2010*  
Sign and Date

## Diane Wolfson

**From:** Law Office of Diane Wolfson [wolfson@telluridelaw.com]  
**Sent:** Monday, June 21, 2010 11:54 AM  
**To:** 'Bob Erie'  
**Cc:** 'Wes Boyd'; 'Wes Boyd'  
**Subject:** RE: Brown Homestead - Boyd Contract

Bob – We are going to need a completely executed contract with all pages initialed by the buyers, including every page of the addendum and the exhibits. Can you please have your clients execute these again and they can fax or scan/email them back to me. Thank you.

Regards,  
Diane Wolfson

Law Office of Diane Wolfson  
560 Mountain Village Blvd., Suite 102A  
Mountain Village, CO 81435  
Telephone: (970) 728-4471  
Facsimile: (970) 369-1429  
Email: [Wolfson@TellurideLaw.com](mailto:Wolfson@TellurideLaw.com)

**From:** Bob Erie [mailto:eriebob@rmi.net]  
**Sent:** Monday, June 21, 2010 8:34 AM  
**To:** Wolfson@telluridelaw.com  
**Cc:** Wes Boyd; Wes Boyd  
**Subject:** RE: Brown Homestead - Boyd Contract

Attached are copies of the Boyd – Brown HOA contract and addendum with Boyd's signatures. The Boyds signed while here for BG. When the Boyds have returned to their home in Massachusetts, they will forward the earnest money check for deposit with title company when received or your client has signed, whichever is last to occur.

-----Original Message-----

**From:** Law Office of Diane Wolfson [mailto:wolfson@telluridelaw.com]  
**Sent:** Friday, June 18, 2010 2:03 PM  
**To:** 'Bob Erie'  
**Subject:** Brown Homestead - Boyd Contract

Hi Bob. I haven't been in the office all week, but I haven't seen anything back by email. I'm still collecting board consents and hope to have a signed contract back to you by Monday.

Regards,  
Diane Wolfson

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**25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this contract that, by its terms, is intended to be performed after termination or Closing shall survive the same.

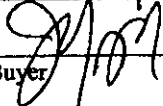
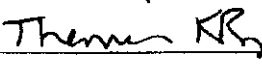
**26. NOTICE, DELIVERY AND CHOICE OF LAW.**

**a. Physical Delivery.** Except for the notice requesting mediation described in § 21, and except as provided in § 26b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or by Selling Brokerage Firm, and any notice to Seller shall be effective when received by Seller or Listing Brokerage Firm.

**b. Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form by the following indicated methods only:  Facsimile  E-mail  None. Documents with original signatures shall be provided upon request of any party.

**c. Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

**27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of acceptance pursuant to § 26 on or before **Acceptance Deadline Date** (§ 2c) and **Acceptance Deadline Time** (§ 2c). If accepted, this document shall become a contract between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

Date: 6/19/10	Date: 6/19/10
	
Buyer	Buyer
Address: 65 Wachusett Road, Needham, MA 02490	Address: Email: jwboyd@cha.harvard.edu

Phone No.:	Phone No.:
Fax No.:	Fax No.:

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 28]

Date:	Date:
Seller	Seller
Address: Brown Homestead Conodminiums Homeowners Association, Inc. c/o Full Circle HOA Management 560 Mountain Village Blvd., 102B Mountain Village, CO, 81435 Email: Mail@FullCircleHOA.com	Address:

Phone No.: 970-728-4471	Phone No.:
Fax No.: 970-369-1429	Fax No.:

**28. COUNTER; REJECTION.** This offer is  Countered  Rejected.  
Initials only of party (Buyer or Seller) who countered or rejected offer

**END OF CONTRACT**

Note: Closing Instructions and Earnest Money Receipt should be signed on or before Title Deadline (§ 2c).

County Application prior to submission, and will represent Seller in the County Application, and all such attorneys fees shall be shared equally by Buyer and Seller. Buyer and Seller will jointly retain Foley and Associates for the surveying work in connection with the County Application. Buyer and Seller agree to share equally and timely pay for:

- A. The total of both Buyer's and Seller's attorneys fees, costs, application fees, and surveying fees incurred in preparing and pursuing the County Application, and the costs of an improvement survey plat and an amended subdivision/PUD plat.
- B. Costs of executing final plats of the Property, except that any costs related to Buyer's lender's approval of the lot line adjustment shall be at Buyer's sole cost and expense.
- C. Amending the existing access easement created by the instrument recorded in Plat Book 1 at Page 68, Book 369 at Pages 20-22, and Book 383 at Pages 800-808, benefitting the Richmond Tract shall be amended to benefit the newly created tract that includes the Property ("Access Easement").

The Substantial Plat/PUD Amendment and Lot Line Adjustment are contingent upon and will be recorded at Closing. The obligation to share costs and fees set forth above shall survive termination of the Contract and Closing.

If the Board of County Commissioners for San Miguel County either denies the County Application, or fails to approve the County Application on or before November 1, 2010, then the Contract shall automatically terminate on the earlier of the date of the denial or November 1, 2010, and the Seller will refund to Buyer its Earnest Money, less any unpaid costs related to the County Application, which Seller shall use for payment of such costs, if any.

24.4 Effective as of Closing:

- A. The Access Easement shall be amended to benefit the newly created tract that includes the Property.
- B. The existing Land Lease established by documents recorded at Reception Nos. 314186 and 319843, shall be mutually terminated by the Buyer and Seller.

24.5 The Closing Date (Section 2; Item No. 21) shall be within fifteen (15) business days of approval by San Miguel County of the County Application by the Board of County Commissioners for San Miguel County.

**BROKERS AND REAL ESTATE COMMISSION** There are no real estate agents involved in this transaction and both parties agree that there is no real estate commission due to any person or entity arising out of this transaction.

Buyer [Signature] 6/19/10 (Date)  
Buyer Therrie K. Buyer 6/19/10 (Date)

Seller \_\_\_\_\_ (Date)

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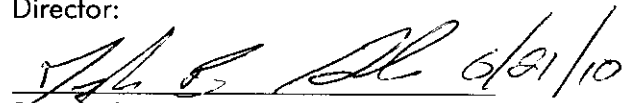
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Director:

  
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Sign and Date

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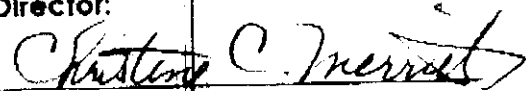
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