

Revised as of July 5, 2023

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**POLICIES AND PROCEDURES AND RULES AND REGULATIONS  
REGARDING COLLECTION OF UNPAID ASSESSMENTS  
(C.R.S. 38-33.3-209.5(b)(I))**

Members of the Snowmass Mountain Condominium Association, Inc. are required to pay assessments in accordance with Article X of the Amended Condominium Declaration for Snowmass Mountain recorded in the real property records of Pitkin County on April 10, 2008 as Reception No. 548249 (the "Declaration").

Pursuant to sections 38-33.3-205.5 (b)(I) Colorado Revised Statutes (C.R.S. §38-33.3-101, et seq, commonly referred to as the Colorado Common Interest Ownership Act or "CCIOA"), the Snowmass Mountain Condominium Association, Inc. hereby adopts the following written governing policies and procedures and rules and regulations regarding the collection of Assessments:

These policies and procedures and rules and regulations shall be deemed to be automatically amended to conform with any subsequent amendments of "CCIOA". Any conflict between this policy and CCIOA shall be resolved so as to comply with CCIOA requirements.

Article X of the Declaration provides as follows:

**ARTICLE X. ASSESSMENTS**

**SECTION 10.1. AGREEMENT TO PAY ASSESSMENT.** Each Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

**SECTION 10.2. AMOUNT OF TOTAL ANNUAL ASSESSMENTS.** The total annual assessments against all Condominium Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements or furnishing utility services to the Units, which estimates may

include, among other things, taxes and special assessments, until the Condominium Units are separately assessed as provided herein; premiums for all insurance with the Association is required or permitted to maintain pursuant hereto; common lighting, heating, and water charges; trash collection; sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

SECTION 10.3 APPORTIONMENT OF ASSESSMENTS. Expenses attributable to the Common Elements and to the Project as a whole shall be apportioned among all Owners, excluding condominium units owned by the Association, in proportion to their respective undivided interests in the Common Elements. Assessments with regard to a condominium unit owned by the Association shall commence as of the date such condominium unit is conveyed by the Association to a third party.

SECTION 10.4. NOTICE OF ANNUAL ASSESSMENTS AND TIME FOR PAYMENT THEREOF. Annual assessments shall be made on a calendar year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his Condominium Unit prior to the beginning of the next calendar year. Such assessment shall be due and payable within thirty (30) days after written notice of the amount thereof shall have been given to the respective Owner of a Condominium Unit. Each assessment shall bear interest from the date it becomes due and payable if not paid within thirty (30) days after such date at the yearly rate of six (6) points above the prime rate charged by the Association's bank, or such other lawful rate determined by the Association through its Board of Directors. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of the Condominium Unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall have been given.

SECTION 10.5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Elements. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than

thirty days after such notice shall have been given. A special assessment shall bear interest at the same rate as is applicable in the case of general assessments.

SECTION 10.6. LIEN FOR ASSESSMENTS. All sums assessed to any Condominium Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Condominium Unit, except only for: (a) valid tax and special assessment liens on the Condominium Unit in favor of any governmental assessing authority; and (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to the Declarant, duly recorded in the Pitkin County, Colorado, Real Estate Records, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Condominium Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such a notice shall be signed by the Association and may be recorded in the office of the County Clerk and Recorder of Pitkin County, Colorado. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Colorado. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the Pitkin County, Colorado, Real Estate Records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Condominium Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of a Condominium Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer shall first have furnished to the Association written notice of such encumbrance.

SECTION 10.7. PERSONAL OBLIGATION OF OWNER. The amount of any annual or special assessment against any Condominium Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same, in which event the Association shall be entitled to recover its costs and reasonable attorneys' fees as a part of any judgment made in any such suit. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his Condominium Unit.

SECTION 10.8. STATEMENT OF ACCOUNT. Upon payment of a reasonable fee as established by the Association and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium Unit; the amount of the current yearly assessment and the date that such assessment becomes or became due; credit for advanced payment or prepaid items, including but not limited to, an Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessment and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the twenty-day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium Unit.

SECTION 10.9. PERSONAL LIABILITY OF PURCHASER FOR ASSESSMENTS. Subject to the provisions of Section 10.8, a purchaser of a Condominium Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

In the event of a delinquency, it is the practice of the Association to follow the requirements of CCIOA, as amended from time to time.

These policies and procedures and rules and regulations shall be deemed to be automatically amended to conform with any subsequent amendments of CCIOA. Any conflict between this policy and CCIOA shall be resolved so as to comply with CCIOA requirements.

A first contact shall be made to the unit owner to alert the unit owner of the delinquency before taking action in relation to the delinquency pursuant to Subsection (1.7) (a)(ii) of Section 38-33.3-209.5, C.R.S. In connection therewith, a record of any contacts shall be made, including information regarding the type of communication used to contact the unit owner and the date and time that the contact was made. A unit owner may identify another person to serve as a designated contact for the unit owner to be contacted on the unit owner's behalf. A unit owner may also notify the Association if the unit owner prefers that correspondence and notices from the Association shall be made in a language other than English. If a preference is not indicated, the correspondence and notices shall be made in English. The unit owner and the unit owner's designated contact must receive the same correspondence and notices anytime communications are sent out; except that the unit owner must receive the correspondence and notices in the language for which the unit owner has indicated a preference, if any. To identify a designated contact the unit owner is required to send a written designation signed by both the unit owner and the designated contact to be delivered to the Association management and president of the board by certified mail or fax or hand delivered to the manager of the Association, to be acknowledged by a written receipt of the management of the Association reflecting that the designation was received. In contacting the unit owner or a designated contact, the same type of notice of delinquency shall be sent pursuant to Subsection (5)(a)(v) of 38-33.3-209, C.R.S., including sending it by certified mail, return receipt requested, and physically post a copy of the notice of delinquency at the unit owner's unit. In addition, the unit owner shall be contacted by one of the following means:

- (A) First-class mail;
- (B) Text message to a cellular number on file because the unit owner has provided the cellular number to the Association; or
- (C) E-mail to an e-mail address on file because the unit owner has provided the e-mail address to the Association.

The delinquent account may be referred to a collection agency or attorney only if a majority of the board votes to refer the matter in a recorded vote at a meeting conducted pursuant to Section 38-33.3-308 (4)(e), C.R.S.

Notwithstanding any provision of the declaration, bylaws, articles, or rules and regulations to the contrary or the absence of a relevant provision in the declaration, bylaws, articles, or rules or regulations, the Association or a holder or assignee of the Association's debt, whether the holder or assignee of the Association's debt is an entity or a natural person, may not use a collection agency or take legal action to collect unpaid assessments unless the Association or a holder or assignee of the Association's debt has adopted, and follows, a written policy

governing the collection of unpaid assessments and unless the Association complies with Subsection (7) of 38-33.3-209.5, C.R.S.

Before the Association turns over a delinquent account of a unit owner to a collection agency or refers it to an attorney for legal action, the Association must send the unit owner a notice of delinquency for unpaid assessments.

The notice of delinquency that the Association sends to a unit owner for unpaid assessments, fines, fees, or charges must:

(a) Be written in English and in any language that the unit owner has indicated a preference for correspondence and notices pursuant to Subsection (1.7)(a)(i) of Section 38-33.3-209.5, C.R.S.;

(b) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the unit owner that unpaid assessments may lead to foreclosure; and

(c) Include:

(I) A description of the steps the Association must take before the Association may take legal action against the unit owner, including a description of the Association's cure process established in accordance with Subsection (1.7)(b) of Section 38-33.3-209.5; and

(II) A description of what legal action the Association may take against the unit owner, including a description of the types of matters that the Association or unit owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the unit owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association.

The Association shall not commence a legal action to initiate a foreclosure proceeding based on a unit owner's delinquency in paying assessments unless:

(I) The Association has complied with each of the requirements in this policy and in Section 38-33.3-316.3, C.R.S. related to a unit owner's delinquency in paying assessments;

(II) The Association has provided the unit owner with a written offer to enter into a repayment plan pursuant to Section 38-33.3-316.3 (2), C.R.S. that authorizes the unit owner to repay the debt in monthly installments over eighteen months. Under the repayment plan, the unit owner may choose the amount to be paid each month, so long as each payment must be in an amount of at least twenty-five dollars until the balance of the amount owed is less than twenty-five dollars; and

(III) Within thirty (30) days after the Association has provided the owner with a written offer to enter into a repayment plan, the unit owner has either:

(A) Declined the repayment plan; or

(B) After accepting the repayment plan, failed to pay at least three of the monthly installments within fifteen days after the monthly installments were due.

(C) A unit owner who has entered into a repayment plan pursuant to Subsection (7)(a) of Section 38-33.3-316.3 (2), C.R.S. may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

The Association shall not:

(a) Charge a rate of interest on unpaid assessments, fines, or fees in an amount greater than eight (8%) percent per year;

(b) Assess a fee or other charge to recover costs incurred for providing the unit owner a statement of the total amount that the unit owner owes;

(c) Foreclose on an assessment lien if the debt securing the lien consists only of one or both of the following:

(I) Fines that the Association has assessed against the unit owner; or

(II) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines.

"Notice of Delinquency" means a written notice that the Association sends to a unit owner to notify the unit owner of any unpaid assessments, fines, fees, or charges that the unit owner owes the Association.

It is also the practice of the Association to send a letter to the delinquent property owner. A Declaration of Delinquency will be filed in the Pitkin County real estate records if the delinquency is not corrected. Other demands may be made as directed by the Board of Directors if the delinquency remains uncorrected, including but not limited to an order to show cause as to why legal action should not be commenced.

The Association may also resort to appropriate legal action, including but not limited to the remedies for the collection of assessments set forth in the Declaration and such additional remedies afforded by CCIOA.

Adopted by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023

By: \_\_\_\_\_

President

*Douglas Mercatoris*

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**POLICIES AND PROCEDURES AND RULES AND REGULATIONS  
REGARDING THE HANDLING OF CONFLICTS OF INTEREST  
INVOLVING BOARD MEMBERS  
(38-33.3-209.5 (b)(II))**

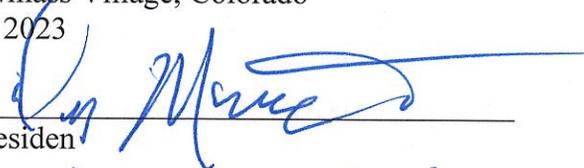
It is the policy of the Snowmass Mountain Condominium Association, Inc. to handle conflicts of interest involving Board members in accordance with applicable provisions of the Colorado Revised Nonprofit Corporation Act<sup>2</sup>, the Colorado Common Interest Ownership Act<sup>3</sup>, the Colorado Business Corporation Act<sup>4</sup> and applicable principles of common law.

Any member of the Board of Directors who has a conflict of interest shall disclose the same to the Board and Members of the Association, as appropriate. When a conflict is disclosed by a member of the Board, that Board member shall voluntarily withdraw from decision making if the Board, by majority vote, determines that a conflict of interest might affect the ability of an interested Board member to act. The Board member shall leave the room and not participate in the meeting in any fashion if so requested by the remaining members of the Board.

It is realized, however, that conflicts or potential conflicts of interest or the appearance of any impropriety must be handled and resolved in the context of the situation in which it arises. Therefore, it is difficult, if not impossible, to establish hard and fast rules that will apply in all circumstances.

These conflicts of interest policies, procedures and rules and regulations shall be reviewed to the extent appropriate at the annual meeting of the Association upon the motion of any member of the Association.

Affirmed by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023

By:   
\_\_\_\_\_  
President

*Douglas Mercatoris*

<sup>2</sup>See, Section 7-128-401, C.R.S. (General Standards of Conduct for directors and officers) and 7-128-501 (conflicting interest transaction)

<sup>3</sup>See, Section 38-33.3-310.5, C.R.S. (Executive board conflicts of interest)

<sup>4</sup>See, Section 7-108-401, C.R.S. (General Standards of Conduct for directors and officers) and 7-108-501, C.R.S. (conflicting interest transaction)

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**POLICIES AND PROCEDURES AND RULES AND REGULATIONS  
REGARDING CONDUCT OF MEETINGS  
(38-33.3-209.5 (b)(III))**

The Association conducts meetings of the Members and of the Board of Directors in accordance with Articles III and IV of the By-Laws of the Snowmass Mountain Condominium Association.

Meetings are also held and conducted in accordance with the applicable requirements of the Colorado Common Interest Ownership Act and the Colorado Not-for-Profit Corporation Act.

The Board of Directors generally conducts meetings depending upon the work required and the schedules of the Board members. The Board of Directors meets at least semi-annually. The date and time of the meeting is fixed by the Board of Directors and set forth in the notice thereof duly provided. Should unanticipated issues arise during the year needing to be addressed quickly, the Board of Directors may call special Board meetings as necessary.

Affirmed by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023

By: \_\_\_\_\_

President

*Douglas Mercatouris*

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**POLICIES AND PROCEDURES AND RULES AND REGULATIONS  
REGARDING ENFORCEMENT OF COVENANTS AND RULES AND DISPUTES  
BETWEEN THE ASSOCIATION AND OWNERS  
(C.R.S. 38-33.3-209.5 (1)(b)(IV) & (VIII))**

It is the policy of the Snowmass Mountain Condominium Association, Inc. to enforce violations of the Amended Condominium Declaration for Snowmass Mountain Condominiums recorded April 10, 2008 as Reception No. 548249 (hereinafter the "Declaration")<sup>1</sup>, the By-Laws of Snowmass Mountain Condominium Association and rules and regulations that come to the attention of the Board of Directors or that affect the health, safety and general welfare of the Snowmass Mountain Condominiums community.

Pursuant to sections 38-33.3-209.5 (b)(I) and 38-33.3-209.5(5)(a), Colorado Revised Statutes (C.R.S. §38-33.3-101, et seq, commonly referred to as the Colorado Common Interest Ownership Act or "CCIOA"), the Snowmass Mountain Condominium Association, Inc. hereby adopts the following written governing policies and procedures and rules and regulations regarding enforcement of covenants and rules and disputes between the Association and unit owners (hereinafter "Owner" or "Owners").

These policies and procedures and rules and regulations shall be deemed to be automatically amended to conform with any subsequent amendments of "CCIOA". Any conflict between this policy and CCIOA shall be resolved so as to comply with CCIOA requirements.

Written complaints should be referred to the Manager or the Board through the Secretary or the President of the Board. Such complaints are generally investigated by the Manager or the President of the Board and subsequently referred to the Board for its attention. Depending upon the nature of the complaint, the following protocols may be utilized:

1. Contact the Owner. If the alleged or perceived violation is by someone other than the Owner, an effort will be made to contact both such person and the owner. Contact may be made in the following manner:

Written communication by mail, personal delivery, electronic delivery or fax;

A stop and desist order with an order to show cause to appear before the Board at a scheduled meeting;

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<sup>1</sup> The Amended Condominium Declaration for Snowmass Mountain Condominiums was recorded April 10, 2008 as Reception No. 548249.

Direct personal communication by telephone or personal contact.

2. Commence proceedings for enforcement. Enforcement proceedings, if required, are intended to be progressive, generally commencing with the issuance of an order to stop and desist and order to show cause. The purpose of the order to show cause procedure is to sternly admonish and notify individuals of a perceived violation and afford an opportunity for a hearing before the Board or other impartial hearing offer as provided by Colorado Revised Statutes 38-33.3-209 (2) and (3) (see appendix) for explanation and communication with the Board or the officers and employees of the Association before more formal action is initiated. If efforts to resolve the violation through discussion and mediation are unsuccessful, the matter may proceed to litigation.

3. Immediate Action. When appropriate, the officers and the Manager of the Association may take immediate action.

Subject to the requirements set forth below, the Manager may unilaterally provide notice of the imposition of fines of One Hundred (\$100.00) to Five Hundred (\$500.00) Dollars for each recurring violation as allowed by CCIOA. Written notice of such fine shall be provided to the Owner against whom the fine is imposed. If the Owner disagrees with the fine imposed, Owner shall have the opportunity to submit a written request for a hearing before the Board or impartial hearing officer within ten (10) days of the imposition of the fine to contest the fine. A schedule of suggested fines for common infractions is set forth below. A fine of not less than One Hundred (\$100.00) Dollars and not exceeding Five Hundred (\$500.00) Dollars may be imposed by the Board whenever a violation is found of the Rules and Regulations and/or the Declaration after an opportunity to be heard is afforded to the violator. Each day of any violation shall constitute a separate offense. Any requirement to pay attorney's fees and costs shall be in addition to any fines that may be imposed. Such fines, fees and costs shall also constitute a lien against the property of any Owner deemed to be in violation.

In general fines and penalties may be assessed in accordance with the schedule of fines and penalties attached hereto.

Notwithstanding the foregoing, the following shall not be imposed on a daily basis against a unit owner:

- (a) Late fees; or
- (b) Fines for violations may only be imposed in accordance with Subsection (1.7) (b) of 38-33.3-209, C.R.S.

With respect to any violation of the declaration, bylaws, covenants, or other governing documents reasonably determined to threaten the public safety or health, the Owner shall be provided written notice, in English and in any language that the unit owner has indicated a

preference for correspondence and notices as set forth above of the violation informing the unit owner that the Owner has seventy-two (72) hours to cure the violation or the unit owner may be fined by the Association.

If, after an inspection of the unit, the Association determines that the Owner has not cured the violation within seventy-two (72) hours after receiving the notice, the Association may impose fines on the unit owner every other day and may take legal action against the Owner for the violation; except that, in accordance with Subsection (8)(c)(i) of Section 38-33.3-209, C.R.S., the Association shall not pursue foreclosure against the Owner based on fines owed.

If the Association reasonably determines that a unit owner committed a violation of the declaration, bylaws, covenants, or other governing documents of the Association, other than a violation that threatens the public safety or health, written notice shall be provided through certified mail, return receipt requested, to the Owner in English and in any language that the Owner has indicated a preference for correspondence and notices of the violation informing the Owner that the unit owner has thirty (30) days to cure the violation or the Association, after conducting an inspection and determining that the unit owner has not cured the violation, may fine the Owner; however, the total amount of fines imposed for the violation may not exceed five hundred dollars.

An Owner shall be granted two consecutive thirty-day periods to cure a violation before the Association may take legal action against the Owner for the violation. In accordance with Subsection (8)(c)(i) of 38-33.3-209, the Association shall not pursue foreclosure against the unit owner based on fines owed.

If the Owner cures the violation within the period to cure afforded the Owner, the Owner may notify the Association of the cure and, if the Owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.

If the Association does not receive notice from the Owner that the violation has been cured, the Association shall inspect the unit within seven (7) days after the expiration of the thirty-day cure period to determine if the violation has been cured. If, after the inspection and whether or not the Association received notice from the Owner that the violation was cured, the Association determines that the violation has not been cured:

A second thirty-day period to cure commences if only one thirty-day period to cure has elapsed; or

The Association may take legal action pursuant to this section if two thirty-day periods to cure have elapsed.

Once the Owner cures a violation, the Association shall notify the unit owner, in English and in any language that the Owner has indicated a preference for correspondence:

- (A) that the Owner will not be further fined with regard to the violation; and
- (B) of any outstanding fine balance that the Owner still owes the Association.

On a monthly basis and by first-class mail and, if the Association has the relevant e-mail address, by e-mail, an Association shall send to each unit owner who has any outstanding balance owed the Association an itemized list of all assessments, fines, fees, and charges that the unit owner owes to the Association. The Association shall send the itemized list to the unit owner in English or in any language for which the unit owner has indicated a preference for correspondence and notices and to any designated contact for the unit owner.

In general fines and penalties may be assessed in accordance with the schedule of fines and penalties attached hereto.

Adopted by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023

By: \_\_\_\_\_

President

Douglas Mercatoris

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**SCHEDULE OF FINES AND PENALTIES**

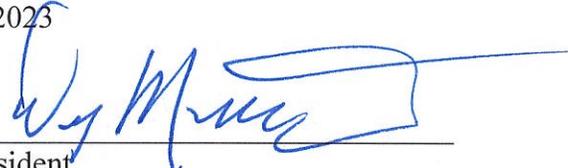
In furtherance of the requirements of the Colorado Common Interest Ownership Act (“CCIOA”) concerning the enforcement of the Amended Condominium Declaration for Snowmass Mountain Condominiums recorded April 10, 2008 as Reception No. 548249, the By-Laws, and the rules and regulations of the Snowmass Mountain Condominium Association, Inc. (the “Association”), the Board hereby adopts the following schedule of fines and penalties:

Unless specified in the Snowmass Mountain Condominium Association Rules and Regulations (Revised and Approved March 2, 2023), a copy of which is attached, fees and penalties may be assessed as, in the judgment of the Board, are appropriate in the circumstances, which fees and penalties shall be not less than One Hundred (\$100.00) Dollars and not exceeding Five Hundred (\$500.00) Dollars and may be imposed whenever a violation is found of the Rules and Regulations and/or the Declaration after an opportunity to be heard is afforded to the violator provided Any requirement to pay attorney’s fees and costs shall be in addition to any fines that may be imposed. Such fines and fees and costs shall also constitute a lien against the property of any owner deemed to be in violation.

Adopted by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023

By: \_\_\_\_\_

President

  
Douglas Mercatoris

## APPENDIX

Colorado Revised Statutes, Section 38-33.3-209.5 (2) and (3) provides as follows:

“(2) Notwithstanding any provision of the declaration, bylaws, articles, or rules and regulations to the contrary, the association may not fine any unit owner for an alleged violation unless:

(a) The association has adopted, and follows, a written policy governing the imposition of fines; and

(b) (I) The policy includes a fair and impartial fact-finding process concerning whether the alleged violation actually occurred and whether the unit owner is the one who should be held responsible for the violation. This process may be informal but shall, at a minimum, guarantee the unit owner notice and an opportunity to be heard before an impartial decision maker.

(II) As used in this paragraph (b), "impartial decision maker" means a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including its architectural requirements, and the other rules and regulations of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association.

(3) If, as a result of the fact-finding process described in subsection (2) of this section, it is determined that the unit owner should not be held responsible for the alleged violation, the association shall not allocate to the unit owner's account with the association any of the association's costs or attorney fees incurred in asserting or hearing the claim. Notwithstanding any provision in the declaration, bylaws, or rules and regulations of the association to the contrary, a unit owner shall not be deemed to have consented to pay such costs or fees.

Colo. Rev. Stat. & Sect. 38-33.3-209.5 Responsible governance policies - due process for imposition of fines - procedure for collection of delinquent accounts - definition (Colorado Revised Statutes (2022 Edition))

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**POLICIES AND PROCEDURES AND RULES AND REGULATIONS REGARDING  
INSPECTION AND COPYING OF  
ASSOCIATION RECORDS BY UNIT OWNERS  
(38-33.3-209.5 (b)(V))**

Members of the Snowmass Mountain Condominium Association, Inc. are entitled to inspect and copy Association records in accordance with the procedures and requirements set forth in the Colorado Not-for-Profit Corporation Act and the Colorado Common Interest Ownership Act. Such rights include the following:

1. Records required to be kept pursuant to Section 38-33.3-317 C.R.S., including all financial and other records, shall be made reasonably available for examination and copying by any member and such member's authorized agents.

2. A fee, not to exceed the Association's actual cost per page, may be charged for copies of Association records, depending upon the nature and extent of the request.

To assure the privacy of members of the Association, the Association generally requires that requests be in writing and specific to the documents requested. Any designation of an authorized agent shall also be in writing and signed by the member for whom such person is authorized to act.

Affirmed by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023

By: \_\_\_\_\_  
President

*Douglas Mercatoris*

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**POLICIES AND PROCEDURES AND RULES AND REGULATIONS  
REGARDING INVESTMENT OF RESERVE FUNDS  
(38-33.3-209.5 (b)(VI))**

It is the policy of the Snowmass Mountain Condominium Association, Inc. that reserve funds will be invested in such a manner as to generate the highest yield with minimal risk. The funds will be invested in such a manner as to ensure the preservation of the Reserve Fund's principal, structuring investments so that assets are available for projected and/or unexpected expenditures.

Affirmed by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023

By: \_\_\_\_\_

President

*Douglas Mercatoris*

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**POLICIES AND PROCEDURES AND RULES AND REGULATIONS REGARDING  
ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES  
(38-33.3-209.5 (b)(VII))**

It is the policy of the Snowmass Mountain Condominium Association, Inc. that policies, procedures and rules are adopted by the Board of Directors at noticed meetings of the Board. Agendas of the meetings of the Board can be obtained from the Secretary of the Association and are posted on the Association's website: <https://www.snowmassmountaincondos.com/> In some instances, policies, procedures and rules and regulations are referred to and adopted by the membership at meetings of the Members.

All policies, procedures and rules and regulations are subject to ongoing review. The methodology for the repeal and amendment of policies, procedures and rules and regulations is the same as their initial adoption.

The Members of the Association are advised of the adoption, repeal or amendment of any policies, procedures, rules and regulations through the minutes of meetings that are distributed to all unit owners as promptly as practicable following such meetings.

A proposed policy, procedure and rule or regulation may be submitted to the Members in draft form with an invitation for comment or input from Members at the meeting at which it will be considered.

All adopted policies, procedures, rules and regulations are kept on file in the office of the Association.

*In the event of an emergency, if the Board determines a policy is needed to cover an item of emergency nature, at the Board's sole discretion, the Board will not be required to provide prior notice or opportunity for comment on the policy to the Members of the Association prior to implementation.*

Affirmed by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023

By:   
President

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.**

**POLICIES AND PROCEDURES AND RULES AND REGULATIONS  
REGARDING RESERVES  
(C.R.S. 38-33.3-209.5 (1)(b)(IX))**

The following policies shall be observed by the Snowmass Mountain Condominium Association, Inc. concerning reserves:

Unless otherwise determined by written resolution of the Board of Directors, the Association shall maintain a capital reserve fund of not less than \$100,000.00 at the end of the fiscal year to cover emergency repairs and intermediate level capital projects. "Intermediate level capital projects" are defined as projects with a life expectancy of ten years or less.

Capital projects and major repairs or replacements other than "intermediate capital projects" as defined above shall be funded by special assessment.

1. Reserve studies for portions of the Snowmass Mountain Condominiums to be maintained, repaired, replaced and improved by the Association shall be determined by the Board of Directors on an annual, on-going basis. Any funding plan for any work recommended by a reserve study and projected sources of funding shall be as determined by the Board. Reserve studies shall be based on a physical analysis and financial analysis and shall be internally conducted unless otherwise determined by the Board.

2. Notwithstanding any provision of the Amended Condominium Declaration for Snowmass Mountain Condominiums or the Articles of Incorporation or the By-Laws to the contrary, all members of the Board shall have available to them all information related to the responsibilities and operation of the Association obtained by any other member of the Board. This information shall include, but is not necessarily limited to, reports of detailed monthly expenditures, contracts to which the Association is a party, and copies of communications, reports and opinions to and from any member of the Board or any managing agent, attorney, or accountant employed or engaged by the Board to whom the Board delegates responsibilities under Section 38-33.3-303 of the Colorado Common Interest Ownership Act.

Affirmed by the Board of Directors of the  
Snowmass Mountain Condominium Association,  
Inc., Snowmass Village, Colorado  
on July 5, 2023.

By: \_\_\_\_\_

President

*Douglas Mercatoris*