

Revised as of _____, 2022

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 _____, 2023

By: _____
President

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 Act², the Colorado Common Interest Ownership Act³, the Colorado Business Corporation Act⁴ 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 _____, 2023

By: _____
President

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

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

⁴See, 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 _____, 2023

By: _____
President

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")¹, the By-Laws of Snowmass Mountain Condominium Association and rules and regulations that come to the attention of the Board of Directors ~~on a complaint basis~~ 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

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

Board at a scheduled meeting;

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 officer 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 **impose** **provide notice of the imposition of** fines of Fifty (\$50.00) to One Hundred (\$100.00) 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 Fifty (\$50.00) 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 _____, 2023

By: _____
President

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 May, 3, 2017), a copy of which is attached Fees and penalties ~~shall~~ may be assessed as, in the judgment of the Board, are appropriate in the circumstances, which fees and penalties shall be not less than Fifty (\$50.00) 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; ~~however, that if the Board cannot agree on a fine or penalty, the fine shall be \$300 per day that a violation exists or continues. 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 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 _____, 2023

By: _____
President

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
RULES AND REGULATIONS**

(Revised and Approved May 3, 2017)

STATEMENTS OF PRINCIPLES OF THE ASSOCIATION:

- I. Governance of Common Areas and Amenities**
- II. Governance of Limited Common Areas**
- III. Vehicles and Parking**
- IV. Pet Policies**
- V. Rental Unit Policies**
- VI. Owner-Initiated Construction/Renovation of Condominium Units**
- VII. Noxious or Offensive Activities**
- VIII. Pool, Exercise Room, and Amenity Area Policies**
- IX. Emergency Access**
- X. Rule Violations and Delinquent Accounts**

Addendum A: Pet Registration Form

Addendum B: Owner Unit Remodel Guidelines

Addendum C: Board Travel Reimbursement Policy

Statements of Principles of the Association

The Snowmass Mountain Condominium Association (the "Association"), which is governed by an elected Board of Directors (the "Board") and is managed by a Managing Agent (the "Managing Agent") is a community of condominium unit owners ("Owner" or "Owners") who share the following expectations:

- a. All Owners will use and occupy their condominium unit (the "Unit") and the Common Elements in a manner that is respectful of their neighbors and guests and of the Property and its environs.
- b. All Owners will know and comply with the provisions of the Condominium Declaration, the Association By-Laws, and these Rules and Regulations.
- c. All Owners will support the Managing Agent and the Board in enforcing these Rules and Regulations without prejudice or favoritism.
- d. The Town of Snowmass Village has certain non-smoking ordinances and there is a no smoking policy within any Units or common areas at Snowmass Mountain Condominiums
- e. All Owners agree that failure to observe a provision of these Rules and Regulations, except where otherwise noted, should and shall result in a fine to the Owner of up to \$100 per day per violation. Said fine shall be imposed after notice and an opportunity to be heard by an impartial decision maker.

I. Governance of Common Areas and Amenities

- a. Common areas, including but not limited to, hallways, stairs, passageways, and carports shall not be obstructed or used by persons for other than ingress to and egress from the Units. Common areas must remain clear of all personal property except that skis may be hung in the permanent ski racks located outside the entrances to many of the Units in the complex.
- b. All items of personal property left in any of the common areas will be removed and disposed of on seven (7) days' notice. The Association will not be responsible for the value of any items so left or disposed of.
- c. Owners, members of their families, their guests, residents, tenants and lessees shall not use sidewalks, driveways, carports, entrances, halls, stairways, or passageways as a play area(s).
- d. Any damage to General Common Elements or common personal property caused by an Owner, or a child or children of an Owner, or the guests or tenants of an Owner, shall be repaired at the expense of such Owner.
- e. Except as to any area termed Limited Common Elements, no article shall be placed on or in any of the General Common Elements except for those articles of personal property which are held in common by all of the Owners. No Owner can affix anything to any of the Common Elements, including but not limited to the exterior doors of their respective Units.
- f. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any Common (Limited or General) area or other storage area.
- g. The conference room in Building A is a Common Element owned by the Association. To provide funds for depreciation, replacement, and improvement of this space, \$125 a day will be charged to all users, including Owners. In addition, charges for setting up, cleaning, and equipment services available for this area will be billed in accordance with a schedule provided by the Managing Agent upon request.
- h. Firewood is considered a casual common amenity. It is not intended for heating of Units because it is unsafe and inefficient as a primary heating source and is environmentally unsound. Owners are responsible for informing guests/tenants of this policy. The Managing Agent has been directed to monitor usage of firewood; excessive usage will be billed to the Owner of the Unit using such excess firewood.

II. Governance of Limited Common Areas (Limited Common areas refer to any portion of Common Elements designated for exclusive use by the Owner of a particular Unit)

- a. Each patio or balcony connected to a Unit is designated for the exclusive use of the Owner of the Unit to which the patio or balcony is connected. Balconies, terraces, decks or patios may have only two outdoor chairs and one table set, to be provided by the Association, and one gas grill, black in

color, having no more than three (3) burners and being no wider than 54". The outdoor chairs and table set and gas grill shall meet the guidelines set forth by the Board. Owners may install up to two (2) planters, hanging or standing, each of less than or equal to 18 inches in diameter and containing plant materials appropriate to the season, plus one hummingbird feeder on balconies or patios. No other items, including sound-making devices such as wind chimes, may be hung or attached to balconies or patios.

- b. Balconies, terraces, decks or patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles, or for cleaning rugs, drying towels, or storing of household articles or furniture or items such as coolers, skis, bicycles, play equipment, or supplies.
- c. No rugs or other materials shall be dusted from windows, balconies, decks or patios by beating or shaking.
- d. No charcoal grill of any size or any cooking or heating appliance using charcoal is permitted under any circumstances at Snowmass Mountain Condominiums. Only gas barbecue grills with propane tanks which are operational and properly maintained may be used. The Managing Agent shall remove charcoal grills and/or non-operational or unsightly gas grills at once at the expense of the Owner.
- e. It is impermissible to move furniture into or out of Units by hoisting furniture over balcony railings using a rope and pulley system or any other such devices.
- f. No food, cigar or cigarette ashes or butts, or expended matches are to be discarded from windows, terraces, patios, balconies or decks.
- g. Allocation of Limited Common Element storage is governed by principles of proximity, availability and fairness.

III. Vehicles and Parking

- a. Parking spaces are assigned Limited Common Elements.
- b. Each Unit shall occupy no more parking than is designated for that Unit (one space per Unit except as otherwise noted herein). This rule shall be strictly observed and enforced.
- c. No vehicle belonging to or under the control of an Owner or a member of the family or a guest, occupant, tenant, lessee or employee of an Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from a building.
- d. Vehicles shall only be parked within the assigned parking space for the respective Unit.
- e. All traffic flow markings and signs regulating traffic and parking on the Property shall be strictly observed.
- f. No vehicles longer than 18 feet, nor vehicles with camper tops that extend outside the perimeter of the vehicle, nor vehicles with dual wheels at the end of any axle shall be permitted to be parked or maintained on the Property.
- g. Each Unit has one designated parking space for one vehicle, except in the case of Buildings B through G, where carport spaces may have adequate

space for two (2) small vehicles, provided that no vehicle extends out into the driveway.

- h. Vehicles that do not fit the criteria in sections III.f or III.g may not be parked anywhere on the Property and will be towed away at the owner's expense, without notice and the owner of the vehicle will have to pay all costs associated with the removal of the vehicle from the Property and will have no recourse against the Board, the Association or the Managing Agent for any such removal.
- i. Each resident's vehicle will receive a parking tag that shall be visibly displayed in the windshield area of the vehicle. The Managing Agent has the authority to tow, boot, or place stickers on vehicles that are in violation of this rule at owner expense without notice.
- j. Keys will be provided to the Board or the Managing Agent for any vehicle stored on the Property when the Owner, occupant or tenant is not in residence to provide for moving the vehicle in case of emergency or other access reasons.
- k. No personal property of any kind, including but not limited to, household furniture or goods, snowmobiles, motor homes, trailers, gas or liquid containers, bicycles, or vehicular accessories or attachments shall be stored in garages, parking spaces, carports or common areas. No Owner has the right to place anything permanently on the walls of the carports or garages; these are common areas and cannot be personalized in any manner.
- l. All vehicles shall be in operable order and bear a current license. A fine will be imposed after notice to remove is given to Owner, occupant or tenant.
- m. No oil changes or other vehicle repair or washing of vehicles is allowed anywhere on the Property.
- n. All bicycles shall be stored in an approved storage area designated by the Association. Bicycle storage is not permitted on decks, terraces, patios, carports or in stairwells.

IV. Pet Policies

- a. Owners may have one dog or one cat per Unit. No additional pets are permitted. For purposes of this Rule an Owner is defined as the person or persons who hold legal title to the Unit and reside in the Unit when the dog or cat is present in the Unit.
- b. Only Owners are permitted to have a pet. No guest, relative of an Owner, long-term lessee, occupant, or renter is permitted to have a pet on the Property even for short visits.
- c. Owners must register their dog or cat on the form appended as Attachment A with the Managing Agent. Such registration shall include the name of the Owner of the animal, the name of the animal, the Unit in which the animal will be kept, a recent photograph of the animal and payment of a registration fee of \$150.00. The Owner shall sign the pet registration form and acknowledge the Association's pet policy in writing.

- d. In order to register a pet an Owner must be current with respect to all assessments and any fines or penalties previously levied against the Owner for any reason by the Association.
- e. All dogs and cats must be on a leash and under control of a responsible person whenever they are outside the Unit to which they are registered. Pets are not allowed to roam the Property at will.
- f. Owners must immediately clean up and remove excrement left by their pets.
- g. No pets shall be permitted inside the fenced pool area or in the amenity Building A.
- h. Pets may not be left unattended, or leashed and unattended, in common areas.
- i. All pets shall be kept in the assigned Unit after dark.
- j. The maximum weight for pets is 40 lbs.
- k. Barking, noise or unruly or obnoxious behavior by any pet is forbidden at all times.
- l. The Owner is liable for any damages to common area property or other Units caused by the pet.
- m. Failure to adhere to the terms of this Rule, Sections a-l, shall result in the following fines:
 - i. Failure to register: \$200.00 in addition to payment of the registration fee.
 - ii. First offense: \$100.00
 - iii. Second offense: \$200.00
 - iv. Third offense: \$300.00 and the pet must be immediately removed from the Property.
- n. The Board shall review the foregoing policy annually. It may be rescinded or changed at any time.

V. Rental Unit Policies

- a. The Owner shall provide to the Board and to the Managing Agent a copy of each long-term lease, with a listing of occupant names and ages, in writing and prior to tenants occupying the space.
- b. Further, the Owner will supply the Board or Managing Agent with a signed statement by the lessee(s) that there will be no pets in the Unit during the term of the lease and that the lessee(s) have read and will abide by these Rules and Regulations.
- c. Maximum occupancy: No Snowmass Mountain Condominium unit will be permitted to be rented with occupancy of more than two persons in a 1-bedroom unit, 4 persons in a 2-bedroom unit, and 6 persons in a 3-bedroom unit, in any combination of children and adults. An adult is anyone 18 years or older.
- d. Lessees are not permitted to host overnight guests in the rental unit which would cause the number of occupants to exceed that provided in Section 5.c without advance permission of the Owner of the Unit and the Managing Agent.

- e. These rules apply to any Unit put into rental whether by the Managing Agent, by outside management companies, or rentals secured by the Owner.

VI. Owner-Initiated Construction/Renovation of Condominium Units

Owner-initiated construction/renovation/redesign of individual units ("Remodel Projects") is welcome insofar as it increases the value of the individual unit and the complex as a whole. The following rules are designed to ensure that work is done with HOA knowledge, including Board approval, and with basic safeguards in place, to facilitate the process for Owners who wish to renovate or remodel their units, and to avoid shoddy work and unpleasant situations for the property manager ("Manager"), the board of directors ("Board"), and other Owners who are invariably affected by any Remodel Project.

Remodel Projects are defined to include any Unit alteration that requires contractors/trades to be on the property, whether for less than a day or for longer periods of time.

The following Rules apply to any Remodel Project:

1. Prior to the commencement of any Remodel Project, the Owner must submit to the Board a written request (Addendum B, Section 2, "Owner Remodel: Application for Board Approval"), including a description of the work to be accomplished for any type of Remodel Project regardless of whether such project affects the Limited or General Common Elements, such as load bearing walls, windows, exterior doors, roof, structural changes, combination of units, fireplace, appliances, etc., along with any construction plans developed for the Remodel Project. **The Owner must obtain written consent from the Board. See Addendum B for instructions on how to apply for Board approval and supporting documents.** Approval of the proposed Remodel Project will be at the Board's sole discretion. The Board shall address all requests for approval with due diligence, but the Board's failure to approve an Owner's request/application within a certain timeframe will in no event be deemed Board approval.
2. If any Remodel Project is begun without the required Board approval, the Manager will immediately (i) cause the construction to cease and any contractors/trades will be asked to leave the property, and (ii) advise the Board of the construction/renovation work being performed by the Owner. Appropriate fines will be imposed upon the Owner.
3. All Remodel Projects must conform to current Town of Snowmass Village ("TOSV") building codes, and licensed contractors must be hired and building permits must be obtained as required by TOSV building codes. Plans and construction diagrams for all Remodel Projects that require TOSV permits or inspection must be filed with the Board.

- 4.. Once Board approval for a Remodel Project is given, the Board will inform all Owners that the remodel is planned, and the proposed start and finish dates. An outline of the letter that the Board will distribute is shown in Addendum B, Section 4. The Property Manager will also post or deliver notices to the occupants of each adjacent unit, since they will be the most affected by the work.
5. Each Owner shall use reasonable efforts to conduct the majority of construction during off-season periods (Labor Day to Thanksgiving and/or April 15 to June 10). No construction work shall be performed before 8:00 A.M. or after 5:00 P.M., Monday through Saturday. No work shall be permitted on Sundays, unless prior written approval from the Manager has been obtained. If an Owner anticipates the Remodel Project cannot be conducted during the designated off-season dates, then Board approval for such non-permitted dates must be obtained during the Remodel Project approval process. Any such permission to work outside these designated days/hours will be granted only in extraordinary circumstances.
6. Each Owner is responsible for ensuring that the contractor and any subcontractors associated with the project are aware of and adhere to the NO SMOKING policy throughout the complex, which prohibits smoking on balconies, patios, stairwells, driveway, grounds, and parking area, and within the Unit itself (see Addendum B, Section 3, "Remodel Project Checklist for Individual Unit Owners").
7. Each Owner is responsible to ensure that all Common Elements are at all times free from construction dust, dirt, and debris ("debris"). Each day the General and Limited Common Elements must be left free of all construction debris in order for the surrounding unit Owners to be afforded a clean environment in which to live and enjoy the use of their Unit and the Common Elements. Each Owner shall be responsible for all costs related to construction debris removal not completed by any contractor hired by such Owner.
8. Each Owner should consult with management about the movement of large items, such as appliances or large furniture, into and out of the Unit during Remodel Projects. The installation or removal of large items from middle and upper floor units by pulley system or other means over balcony railings is strictly prohibited, as the railings are not built to support the weight of any such items. While simple replacement of an appliance or furniture is not within the general scope of a remodel project, owners are required to inform the property manager of appliance and furniture delivery at least 48 hours prior to delivery, and preferably longer. Even the simple replacement of furniture or appliances necessitates careful planning for negotiation of stairwells and hallways and for removal and disposal of discarded boxes, packing materials, furniture and/or appliances.
9. Each Owner is solely responsible for damage or loss to the Limited or General Common Elements or other unit interiors or personal property caused by such Owner's decorators, plumbers, contractors, movers, electricians, etc. during any Remodel Project initiated by an Owner on his/her respective Unit.

10. The trash dumpsters are not to be used for construction debris, including but not limited to construction trash, discarded carpet or cabinets, etc. If a large dumpster is required, the Manager shall determine the location of dumpster. Owners shall be responsible for compliance with TOSV trash and animal codes with regard to trash bins and dumpsters. If the Manager determines that a Remodel Project is causing excessive trash that is discarded in the community dumpster, he shall require that a dumpster be obtained by the Owner at the Owner's expense and the Owner will be charged for excessive use of the community dumpster until a sole-use dumpster can be obtained. No construction materials, paint, oil, appliances, furniture, carpet, or any other items that are too big for trash dumpsters shall be placed within the garage area or any community storage area.

11. Prior to removal or disconnection of any smoke detector or fire sprinkler unit, the Owner shall notify the Manager so false alarms do not occur. The Owner shall be responsible for any cost incurred in connection with any associated false alarms, cost of replacement, programming and installation of any smoke detector or fire sprinkler head within the Unit that is damaged during construction.

12. The exterior of the buildings, the roofs, the grounds, the garages, carports, the exterior windows and the doors, the patios and decks, stairwells and landings (all considered to be and are defined in the governance documents as either Limited or General Common Elements) are owned by the Association and any modifications, repairs, or changes to these are solely the responsibility of the Association.

13. Without the express written consent of the Board, no Owner shall do work of any kind that in any way affects, changes, disturbs or protrudes through the Limited or General Common Elements or is in anyway considered to be exterior to the interior walls of an individual Unit, including but not limited to the following:

a. Installation of dryer and/or exhaust vents which protrude through the exterior of the buildings. Ceiling joists shall not be cut, altered or damaged for the installation of any vents from a Unit. If a dryer or exhaust vent is approved and installed on the exterior of the building, the vent will be cleaned by a contractor hired by the Association each year at the expense of the Owner;

b. Installation of wiring for electrical, electronic, telephone, cable or for any other purpose;

c. Installation of a television satellite dish, radio antennae, machines, or air conditioning units;

d. Installation of gas lines for fireplaces, cook stoves, gas grills, or other appliances;
or

e. Disturbance of the grounds for installation of gardens, paths, staircases, or landscaping.

14. On completion of the remodel Project, the Owner must send a "Notice of Completion" to the Board and/or Property Manager, confirming completion of the project, detailing any scope changes from the original Board Application, and providing all permits and inspection approvals obtained in relation to the project. (See Addendum B, Section 5, "Notice of Completion" Form). The Board reserves the right to ask the Property Manager to inspect the remodel once it is complete.

15. Maintenance and repair of any Owner-initiated exterior Remodel Projects are the maintenance responsibility of the Association but are the financial responsibility of the Owner for a period set by the Board and/or contained within a signed Agreement to Indemnify, which clarifies the responsibility of the Owner versus the HOA with regards to the renovation (See Addendum B, Section 6. for a typical "Agreement to Indemnify").

16. Any Remodel Project that fails to adhere to these rules is subject to a fine of not less than \$100 per day per violation, in addition to any other remedies, until the problem is deemed corrected by the Manager and the Board.

VI. Noxious or Offensive Activity

- a. No noxious or offensive activity, including but not limited to smoking, shall be carried on in any Unit or in the common areas, nor shall anything be done therein, either willfully or negligently, which is an annoyance or nuisance to other Owners or occupants.
- b. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, audio-video systems, television sets, amplifiers and any other instrument or devices in such a manner as may disturb or tend to disturb Owners, tenants, or occupants of other Units.
- c. Quiet hours throughout the complex are from 10:00 P.M. to 8:00 A.M. each day. Owners and tenants or occupants shall adhere to these rules or the Owner of the Unit shall be assessed a fine as provided herein.
- d. No Owner, tenant, or occupant shall cause or permit to exist any signage, clothing, sheets, blankets, or laundry on the outside of windows or as inside window covering visible to the exterior or placed on the outside walls of the building(s) or be hung from the patios, balconies, decks or terraces or stored in stairwells.
- e. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash and garbage facilities. All trash must be placed inside the trash garage inside the metal trash dumpster. Large boxes and/or containers or packaging must be broken down to appropriately fit inside the dumpster.
- f. Construction materials, paint, oil, refrigerators, furniture, carpet, or other large items that are too big for trash dumpsters should not be placed within the garage area. Owners are advised to contact the Managing Agent for proper disposal of these items.

VII. Pool, Exercise Room, and Amenity Area Policies

- a. The pool, exercise room, and amenity area at Snowmass Mountain Condominiums are for the use of Owners, their guests, and tenants only.
- b. Children under 12 years of age must be attended by and under the supervision of a responsible adult over 18 years of age.
- c. All persons using the pool or the hot tub or sauna do so at their own risk, as no lifeguard is on duty.
- d. Pool gates and amenity area doors will be closed from 10:00 P.M. to 8:00 A.M. or when the gates are pad locked. No persons shall be in the pool or inside the fenced area after 10:00 P.M.
- e. If an Owner or his guest or tenant is in the area after 10:00 P.M., the Managing Agent will fine the Owner and call the Snowmass Police for removal of said persons.
- f. No glass containers of any sort are allowed inside the pool, hot tub, sauna or exercise room.
- g. Owners and their guests, renters and/or lessee(s) are responsible for cleaning up the common areas, including but not limited to, the pool, sauna, hot tub, and exercise room, after use. All trash must be disposed of in the bear proof containers located next to the hot tub.
- h. The pool will be open from Memorial Day to Labor Day from 9:00 A.M. to 10:00 P.M. and from Thanksgiving to April 15th from 3:00 P.M. to 10:00 P.M., weather permitting.

VIII. Emergency Access

- a. With the consent of an Owner, the Managing Agent (or if there is no Managing Agent, then the Board) may retain a passkey to each Unit. In the event that the Owner does not so permit retention of a pass key, the Managing Agent or, if there be none, the Board, its employees and/or agents, may make a forcible entry into such Unit when the Managing Agent or Board believes that an emergency requiring such entry exists. Said Owner shall have no recourse for any such forcible entry against the Managing Agent or Board or the person or persons who actually affect such forcible entry.

IX. Rule Violations and Delinquent Accounts

- a. Failure to observe or comply with any of the foregoing rules and regulations constitutes a violation that is punishable by a fine of \$100/day per violation. Said fine shall be imposed after notice and an opportunity to be heard by an impartial decision maker.
- b. All fines assessed to Owners under these rules and regulations are due within thirty (30) days of notification of violation, if notification is required pursuant to these Rules and Regulations.
- c. Association regular quarterly assessments and special assessments are due

within thirty (30) days of billing.

- d. Late charges will be assessed on unpaid assessments at a rate of interest of twelve percent (12%) per annum (or such other amount as is determined by the Board pursuant to the governance documents) on all delinquent assessments.
- e. In addition to interest, attorneys' fees and other expenses associated with the collection of Owner accounts shall be charged to the delinquent Owner.
- f. Any payment more than sixty (60) days past due may result in an assessment lien being filed, foreclosure action initiated, or other collection activity initiated and pursued until the account is paid in full.

Snowmass Mountain Condominium Association

RULES AND REGULATIONS ADDENDUM A

Pursuant to Section IV of the Association's Rules and Regulations, **all pets must be registered with the Managing Agent within 24 hours of arrival on the property.** Owners must provide a photo of the pet and sign a Pet Registration Form and acknowledgment of the Association's Pet Policies (this Addendum A).

PET REGISTRATION FORM (Dogs & Cats Only)

Unit # _____ Name of person holding the title to the Unit: _____

Circle Type of pet: Dog or Cat

Name of pet: _____

Please provide a photo of pet and a description of pet, including size, weight, color, and name of breed:

Size and Weight: _____

Color: _____

Breed _____

I, _____, owner of Unit # _____ have read and understand the Snowmass Mountain Condominium Association Pet Policies in the Rules and Regulations, as described in Section IV, and agree to abide by the rules as stated.

Titled owner _____

Unit # _____

Date _____

Snowmass Mountain Condominium Association

RULES AND REGULATIONS ADDENDUM B

Remodel Guidelines

SMC Remodel Projects Effective March 2017

- 1. Instruction for Obtaining Board Approval**
- 2. Owner Remodel: Application for Board Approval***
- 3. Remodel Project Checklist for Use by Individual Unit Owners**
- 4. Model Letter to Unit Owners**
- 5. Notice of Completion Form***
- 6. Indemnification Form (if required)***

***THESE FORMS MUST BE SUBMITTED TO BOARD. Word versions of these documents will be made available for Owner use on the Owner website under "Remodeling Projects by Owners: HOA Requirements"**

1. Instructions For Obtaining Board Approval For A Remodel Project

1. Discuss the general outline of the project with the Property Manager, who can advise on potential problems or specific concerns that will need to be addressed when applying for Board Approval of the project.
2. Prepare an "Owner Remodel: Application for Board Approval" Form requesting board approval (see Form below and on Owner website under "Remodel Projects" for details).
3. Submit the document to Management or a member of the Board along with relevant contact details in case the Board needs to ask questions or request clarifications

The Board will confirm their approval of the Remodel Project request in writing. The Board may also require the owner to obtain insurance for the project and/or to sign an "Agreement to Indemnify", which clarifies the responsibility of the owner vs. HOA with regards to the renovation.

NOTE: The Board will attempt to consider approval requests within a calendar month of receipt, but cannot guarantee to provide approval in less than 2 months. The timing of any project should take this approval period into account.

4. Use the "Remodel Project Checklist" (see below and on Owner website under "Remodel Projects"), both at the start of the project and as the project proceeds, in order to ensure that all HOA requirements are met.
5. Provide a Remodel "Notice of Completion" to the Board and/or Property Manager once the work is complete, along with relevant permit and inspection approvals (see Section 5, "Notice of Completion" Form below).

2. OWNER REMODEL: "APPLICATION FOR BOARD APPROVAL" FORM*

Owner Application for Board Review of Remodel Project

Date Application Submitted:_____

Unit Number:_____

Unit Owner Name: _____

Unit Owner preferred contact information:_____

Proposed Start Date of Project:_____

Proposed Completion Date of Project:

Project Contractor:_____

DESCRIPTION OF PROJECT

a. General description of the proposed internal renovations:

Include a general overview of the work planned, paying particular attention to any electrical, gas, plumbing or other utility work that requires a TOSV permit and/or licensed contractor to conduct the work;

b. Detailed description of any work that will impact the exterior of the building

Include description and photographs as appropriate, to explain the exact path and visual impact that the running of any wires, pipe-work, meters, penetrations or other constructs will have on the exterior of the

complex;

c. Plans for removal of construction debris and other waste:

Explain the steps to be taken to collect and remove waste generated as part of the project

d. Disabling or removal of fire detectors or sprinkler heads

Confirm whether or not this will be necessary as part of the project, and if it is, explain the steps to be taken to ensure that the detectors and/or sprinkler heads have been reinstalled correctly

e. Scope Changes

Changes in scope are not uncommon during large or complicated remodel projects. Prior to initiation of any change of scope, owner must provide management a written description of planned scope change, which management must approve in writing. If in management's opinion, a scope change substantially alters a project, management will forward said documentation to the Board for review and approval.

f. Adherence to the rules of the association with respect to this renovation (see Section 3, "Remodel Project Check List for Individual Unit Owners" below and on Owner website)

Confirm that these are understood by the Owner and have been provided to the contractor.

3. Remodel Project Check List for Use by Individual Unit Owners

☐ Initial plans discussed with Property Manager

☐ Plans submitted to Board

☐ Approval obtained from Board

☐ Insurance secured against damage to complex or adjacent units if so directed by Board

☐ Town Of Snowmass Village permits obtained if required

☐ Is contractor: ☐ Bonded ☐ Licensed

☐ Contractor's name, business address, and business contact phone and list of all subcontractors filed with Property Management

Contractor has been informed of:

☐ How to contact Property Management

☐ NO SMOKING policy throughout complex.

☐ NO SMOKING policy in individual units and balconies or patios and decks.

☐ Owner responsibility for daily cleaning of construction debris from general common areas (stairwells, landings, parking areas) and limited common elements (LCE) (decks, patios, balconies).

☐ Owner responsibility for final clean of area at completion of project.

☐ No dumping of construction trash in HOA trash shed.

☐ Responsibility to notify management when dumpster is needed.

☐ Responsibility to notify management when construction vehicles will be parked on property during project and limited parking on site for workers.

☐ Responsibility to consult with management for movement of large items into and out of condo unit;

___ Contractor knows it is impermissible to install or remove items through windows or balconies on middle and upper floor units.

___ Responsibility to notify management when construction spills into common areas or LCEs (eg, use of parking stall for sawing tile).

___ Limits on construction hours and dates: M-S 8-5 pm April 15-June 10; Labor Day to Thanksgiving.

___ Prior approval of scope changes documented

___ Remodel "Notice of Completion" Form sent to Board and/or Property Manager

___ All copies of all TOSV permits and associated inspection reports attached to "Notice of Completion" for filing with Property Manager

___ All construction diagrams for any construction that affects Common Elements listed on "Notice of completion" Form and copies either attached to Form or provided to Property Manager for filing

4. MODEL LETTER NOTIFYING UNIT OWNERS OF PENDING REMODEL PROJECT

Dear Unit Owner:

As per the HOA Rules and Regulations governing owner-initiated construction projects in individual condominium units, the Board is notifying you that it has approved plans to remodel SMC Unit X-Y.

So and So of Express Renovations is the general contractor. Plans include the following: *new wood floors, sand-blasting of ceiling beams, new carpet, new kitchen cabinets, new bathroom tile, new lighting, new paint, and the removal and replacement of the existing fireplace.*

Construction is expected to begin on **Month day** and to be complete by **Month day**.

Throughout the project the Owner may be contacted at ----- . Owners should contact the Unit Owner or the Property Manager immediately if they become aware of any problem or rule violation that occurs during the course of the construction project.

Sincerely,

SMC Board of Directors

5: Owner Remodel: “Notice of Completion” Form*

Date of Original Board Application: _____

Remodel Completion Date: _____

Unit Number:_____

Unit Owner Name: _____

1. Description of any Scope Changes from the Original Board Application (attach documentation of changes and approvals)

2. Permits associated with Remodel (list permits and attach copies)

3. Inspection Approvals Associated with Remodel (List approvals and attach copies)

4. Construction diagrams/documents for any construction affecting common elements (List documents and attach copies,

or confirm that all the documents listed have already been provided to the Property Manager for filing)

Declaration of Completion

I confirm that the above Remodel is now complete and all trash and debris related to the work has been removed from the complex. The Unit may now be inspected should the Board wish to do so.

Signed: _____

6. Agreement to Indemnify

**APPROVAL OF MODIFICATION
AND AGREEMENT TO INDEMNIFY**

THIS AGREEMENT is made by and between SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC. (the "Association"), and _____ ("the Owner") owner of Unit _____.

WITNESSETH:

1. The Owner would like to modify his/her Unit _____ and the building in which the unit is located at Snowmass Mountain Condominiums by applying to the Board of the Association for approval of _____.

2. The Board has considered the application and hereby grants its approval to the Owner, subject to the conditions set forth below.

3. The Owner hereby agrees to obtain all necessary construction permits and to pay all costs associated with the completion of the improvements, and further agrees to indemnify and hold the Board, the Association, and individual owners of units harmless for any and all costs or liability whatsoever resulting in whole or in part from such modification.

4. The indemnification commitment referred to in Paragraph 3 above shall remain in effect for a term of ten years, following the signing of this Agreement and shall run with Unit _____, regardless of ownership of the unit. The Owner shall notify any purchaser of his/her unit of this Agreement.

5. The parties agree that any dispute arising under the Agreement shall be governed by Colorado law, and that venue for any suit brought for breach of this Agreement shall be in a Pitkin County courts of competent jurisdiction to which jurisdiction the Owner hereby submits.

6. The Owner hereby designates the Management of Snowmass Mountain Condominiums as their agent for service of process, in the event of a suit brought by the Association, or the owners indemnified, to enforce any provisions of this Agreement.

7. This Agreement shall benefit and bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement with the effective date of _____, 20____.

SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION, INC.

BY: _____
PRESIDENT

BY: _____

Addendum C: Board Travel Reimbursement Policy

Snowmass Mountain Condominium Board of Directors Expense Reimbursement

Purpose

The purpose of this document is to provide guidelines for travel expenses that may be claimed by Board Members when attending on site Board meetings.

Background

The Snowmass Mountain Condominium (SMC) Association Board of Directors is comprised of volunteers who receive no compensation for this service. In order to facilitate any SMC Owner in good standing to serve on the Board, reimbursement for travel is provided to allow them to attend on site meetings when necessary, typically two or three times a year. No reimbursement is provided for food or lodging when traveling. Similarly, no reimbursement is provided for lodging when in Snowmass – it is assumed that the Board member will stay in his/her own unit.

Guidelines

1. Irrespective of the actual mode of travel (e.g. flying, driving or a combination), reimbursement is capped at the cost of an economy round-trip flight to Aspen Airport from the Board Member's home or point of departure, based on the lowest ticket price (non-refundable fare) available a month in advance of the Board meeting date. The cost of a taxi to and from SMC may be added if no free shuttles are available.
2. If frequent flier miles are used for the air flight, reimbursement will be made according to the lowest price airfare as defined in 1. above
3. Board members may fly to an airport other than Aspen and rent a car to complete their journey. In these circumstances, reimbursement for airfare and rental car costs up to the ceiling defined in 1. may be claimed.
4. If a Board Member drives from their home to attend the meeting using their own car, they are reimbursed at half of the federal mileage rate for that year, up to the ceiling defined in 1. above.
5. The amount of reimbursement that can be claimed is reduced by 50% if the Board member stays in Snowmass for longer than 2 weeks as part of the trip, since it is deemed that under these circumstances they are also vacationing in Snowmass and deriving personal benefit from the travel.

Agreed and Approved by the Board: 9th Sept 2015; effective October 1, 2015.

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 _____, 2023

By: _____
President

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 _____, 2023

By: _____
President

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: _____

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 _____, 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 _____, 2023

By: _____
President

EXHIBIT "A"
TO
TRUST AGREEMENT
OF THE
DONALD G. CROUCH REVOCABLE TRUST

Membership Interests in QUICK MART, LC