

**SNOWMASS MOUNTAIN CONDOMINIUM ASSOCIATION**  
**RULES AND REGULATIONS**  
*(Revised and Approved 4<sup>th</sup> December 2019)*

**Table of Contents**

<b>I. Governance of Common Areas and Amenities .....</b>	<b>2</b>
<b>II. Governance of Limited Common Areas .....</b>	<b>2</b>
<b>III. Vehicles and Parking .....</b>	<b>3</b>
<b>IV. Pet Policies .....</b>	<b>5</b>
<b>V. Rental Unit Policies.....</b>	<b>6</b>
<b>VI. Owner-Initiated Construction/Renovation of Condominium Units.....</b>	<b>6</b>
<b>VII. Noxious or Offensive Activity .....</b>	<b>11</b>
<b>VIII. Pool, Exercise Room, and Amenity Area Policies.....</b>	<b>12</b>
<b>IX. Emergency Access/Master Key .....</b>	<b>12</b>
<b>X. Rule Violations and Delinquent Accounts .....</b>	<b>13</b>
<b><i>ADDENDUM A: Pet Registration Form.....</i></b>	<b><i>14</i></b>
<b><i>ADDENDUM B: Owner Unit Remodel Guidelines .....</i></b>	<b><i>15</i></b>
<b><i>ADDENDUM C: Board Travel Reimbursement Policy.....</i></b>	<b><i>24</i></b>

**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. Owners, their Guests and rental groups may reserve this area for their personal use for a given date/time period providing appropriate notice is given to the Property Manager and there are no scheduling conflicts. A fee of \$125 a day will be charged to users outside of the SMC Community and for groups where fewer than 75% have accommodation in the Snowmass Condominium Complex. The area should be left in satisfactory and clean condition, including the removal of all trash, following any such private use. Charges for setting up the room and subsequent cleaning, if required, will be billed to users, including Owners, by the Property Manager.
- 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. Individual Unit ash cans, as provided by the HOA, may also be stored on patios and decks if required. 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 Limited Common Elements assigned by the Board and Property Management. Current assignments may be changed by the Board whenever the situation warrants.
- 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 or to shield driveway lighting from areas of egress

- and ingress to stairwells or buildings, or to impede access to another unit's parking space.
- 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. Parking spots are limited to vehicles no longer than 18 feet. Neither 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 beyond the lines on the driveway marking the end of the parking area.**
  - 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 vehicle owner's expense, **without notice.** The owner of the vehicle is responsible for 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. There are five reserved parking spaces on the property (designated as "Reserved 1 through 5"), intended for short-term (<24 hours) guests or service vehicles only. Parking in these spots is by permission of management only. Owners who anticipate short-term guests or service calls may request temporary access to a reserved parking space from the Property Manager. Such spaces will be assigned on a first-come, first-served basis. No owner or renter may park in the reserved spaces. No car may park in a reserved space for more than 24 consecutive hours. The Managing Agent has the authority to tow, boot, or place stickers on vehicles that are in violation of this regulation 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, long-term lessee, occupant, or renter is permitted to have a pet on the Property even for short visits. Pets of Owners' relatives and partners are permitted for short-term visits (less than 2 weeks).
- 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. Barking, noise or unruly or obnoxious behavior by any pet is forbidden at all times.
- k. The Owner is liable for any damages to common area property or other Units caused by the pet.
- l. 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.
- m. The Board shall review the foregoing policy annually. It may be rescinded or changed at any time.

## **V. Rental Unit Policies**

### **a. Long-term or Seasonal Rentals (31+ days)**

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

### **b. Short-term Rentals (<31 days)**

- i. Maximum occupancy: No Snowmass Mountain Condominium unit will be permitted to be rented in the short term with occupancy of more than four persons in a 1-bedroom unit, 6 persons in a 2-bedroom unit, and 8 persons in a 3-bedroom unit. For the purpose of these limits, any child or infant 2 years old or under will not be counted as a person and thus not included in these numbers.

## **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. ***Please note that Board approval is required for any Remodel Projects where the contractor will be on the property more than 1 day.***

The following Rules apply to any Remodel Project:

- a. 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.
- b. Soundproofing of flooring is required for any installation of new or replacement tile, hardwood, vinyl or similar type of flooring for any Units not on the ground floor of the building. A soundproofing pad of ΔIIC 20 or greater should be used. Carpet installations do not require an extra soundproofing layer as long as the new carpet includes a pad of 3/8" or greater thickness underneath the carpet. Details of this soundproofing to be used should be provided to the Board for approval.
- c. Floor Leveling - There have been several incidents lately when liquid floor leveling was applied to an upper unit and it quickly leaked into the unit below. To prevent this from happening, the Board has decided to have a procedure in place to mitigate this problem.
  - i. Before any liquid floor leveling is poured, the area to be leveled must be sealed along any and all vertical surface joints.
  - ii. For concrete substrates, fill in deep areas, holes and cracks with an appropriate patching compound or screed. Otherwise, a fluid self-leveler may leak through to a floor below or into unwanted cavities.
  - iii. The concrete surface must be primed with a primer before applying the leveling compound. This is meant not only to improve adhesion with the leveling compound but also to serve to seal the concrete slab beneath.
  - iv. Prior to pouring the compound, in the unit below, 1 large plastic sheet must be laid on the floor, carpet, cabinets or furniture that completely covers any possible areas that could get damaged by a leak. This includes under the pour area and under any adjacent penetrations through the ceiling such as ceiling lights, ceiling fans and where the large vertical support beams meet the ceiling above. A person must be posted in the condo below that has immediately at hand rags, a couple wet rags and 2 buckets to catch drools or drips. Watch closely for leaking around the ceiling just below the above pouring area,

especially around light fixtures. Remember that the cleanup done after the cement is dry will be difficult if not impossible.

- v. There must be at least a 48 hours advance notice to the manager and the owner of the condo below when there is a planned floor leveling pour. The manager will give access to the condo below for the person that will be posted.
  - vi. The owner doing the floor leveling is financially responsible for any damage, any cleaning required, and any future complications or damage caused by leaks into the ceiling that go undetected until a later date in the future, in the unit below his/her condo.
- d. **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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

- i. 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").
- j. 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.
- k. 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.
- l. 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.
- m. 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 dumpster (e.g. 6 cu. yd. "pick up and put down" type) is required, the Manager shall determine the

location of dumpster. "Roll-off" dumpsters are not permitted on site in case of damage to the driveway and snowmelt. Owners should consult with the Property Manager when planning to bring a dumpster on site. 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.

- n. 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.
- o. 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.
- p. 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:
  - i. 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;
  - ii. Installation of wiring for electrical, electronic, telephone, cable or for any other purpose;
  - iii. Installation of a television satellite dish, radio antennae, machines, or air conditioning units;

- iv. Installation of gas lines for fireplaces, cook stoves, gas grills, or other appliances; or
- v. Disturbance of the grounds for installation of gardens, paths, staircases, or landscaping.
- q. 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.
- r. 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").
- s. 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.

## **VII. 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. Appliances such as washing machines, dryers or dishwashers should not be operated during these quiet hours.
- 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.

#### **VIII. 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.

#### **IX. Emergency Access/Master Key**

- a. For your and your family's protection and safety in the case of a fire or other emergency where instant access to a unit may be required, all unit main entry doors must be keyed to a master key held by the Property Manager. Any locks that are not already keyed with the master will be rekeyed at the owner's expense.
- b. Our master key is a SC-1 style key. Not all locksets will work with our key. Be sure to ask the sales person, a locksmith, or research this yourself. It is the owner's responsibility to ensure that our master key will fit your lock.

- c. If your lockset needs replacing or re-keying let the Managing Agent or, if there be none, the Board, its employees and/or agents know when the door lockset will be replaced and he/she will book the locksmith to do the re-key.
- d. In the event that the Owner has not yet had the main door lockset keyed to the master, 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.
- e. The property manager may, if it is apparent that no replacement plans are being made by an owner, set a date by when the lockset must be changed.

#### **X. 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 December 2019.*

- 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; Note that soundproofing of flooring is required for any installation of new or replacement tile, wood or similar “hard” flooring for any Units not on the ground floor of the building. A soundproofing pad of ΔIIC 20 or greater should be used. Carpet installations do not require an extra soundproofing layer as long as the new carpet includes a pad of 3/8” or greater underneath the carpet. Details of this soundproofing to be used should be provided to the Board for approval.*

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 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: 9<sup>th</sup> Sept 2015; effective October 1, 2015.**