

DRAFT MINUTES – Not Yet Approved
CHAMONIX-AT-WOODRUN CONDOMINIUM ASSOCIATION
BOARD OF MANAGERS MEETING MINUTES

August 10, 2015

Call to Order

Betty Lebovitz, President of the Board called the meeting to order in the meeting room of Chamonix Condominiums in Snowmass Village, CO at 1:08 P.M. Donald Anthony and Brian Moir were present at Chamonix. Betty Lebovitz and Peter Van Giesen were present by telephone. Non-members present were Mike George and Lee Wilson of Snowmass Lodging Company.

Approval of Minutes – March 12, 2015

Mr. Moir made a motion to waive the reading and approve the minutes of the March 12, 2015, Board meeting. Dr. Van Giesen seconded, and the motion passed.

Old Business

TV Service

Management discussed the two service options under consideration – one from Comcast, and one from Resort Internet. The Resort Internet proposal requires an up-front capital investment and recurring monthly costs that approximate those of Comcast. The Comcast proposal includes a nominal monthly increase in the first year of about \$3 plus tax per unit, and all TVs would then receive HD quality service. At present, owners who want HD service have had to pay a higher per unit up charge via a separate billing account with Comcast. The HOA contract term is 10 years, so it requires board approval. Part of the process is a complete physical property audit by Comcast, so that will take some time – they will replace any aging splitters, replace all set top equipment, and they will also identify any units and/or TV locations that have signal delivery or other issues for which Comcast is not responsible, but which need to be resolved. That service, in and of itself, would cost thousands of dollars, and it is included in the Comcast renewal proposal. Mrs. Lebovitz made a motion to accept the Comcast proposal. Mr. Moir seconded, and the motion passed.

Collections policy

In order to preserve certain HOA lien rights under Colorado law, Chamonix must update its collections policy. A local attorney, David Myler, has reviewed the existing Bylaws and advised that they do not conflict with the legal aspects of the proposed Collections policy revision. Mrs. Lebovitz made a motion to approve the policy. Dr. Van Giesen seconded, and the motion passed. The approved collection policy is appended to these minutes.

Heat boiler replacement

In January 2015 one of the original 8 heat boilers failed. The plumber has advised that it cannot be repaired.

Cast Iron Option (CIO)

One option is to try to replace the failed Burnham boiler with a similar CIO boiler, as the plumber has confirmed that the town will allow a retro-fit into the existing boiler system.

Condensing Option (CDO)

Another scenario is to replace the old system with a new CDO boiler system. These systems meet current efficiency standards and are rated at approximately 20-22% more efficient, but they are far more expensive to install and to maintain. The current system uses eight boilers, and four CDO boilers would be appropriate for a replacement system.

The plumber has advised that Chamonix first attempt the CIO boiler replacement strategy.

Mr. Anthony made a motion to approve replacement of the failed Burnham boiler with a similar one, and to also purchase one back up boiler to hold on site for when and if a future replacement becomes necessary. Mr. Moir seconded, and the motion passed.

Adjournment

Mrs. Lebovitz moved for adjournment, and Mr. Moir seconded. The motion passed, and the meeting was adjourned at 1:39 P.M.

Respectfully submitted,

Brian Moir, Secretary

Chamonix at Woodrun Condominium Association, Inc.

a Colorado nonprofit corporation

POLICY FOR THE COLLECTION OF ASSESSMENTS

Chamonix at Woodrun Condominium Association, Inc. (the "Association"), through its Board of Managers (the "Board") and in accordance with the powers set forth in the Condominium Declaration for Chamonix at Woodrun (recorded February 8, 1985, with the Pitkin County Clerk & Recorder, Recordation # 625938), the Bylaws of the Woodrun Place Condominium Association, Ltd. and with the Colorado Common Interest Ownership Act (§ 38-33.3-101 C.R.S., *et seq*), hereby adopts the following Policy for the Collection of Assessments (this "Policy"). This Policy shall supersede and replace any assessment collection policies previously adopted by the Association. In accordance with the Declaration, this Policy shall govern the collection of assessments by the Association. All capitalized terms used but not defined herein shall have the meaning set forth for such term in the Declaration.

1. Regular Payment of Assessments. Assessment payments are due on the first day of November (50%), March (25%), and July (25%). Any Assessment payment not received within 30 days after such payment is due shall accrue interest as described herein.

2. Interest on Delinquent Assessments. Interest of one and one-half percent (1.5%) per month (18% per annum) will accrue on any delinquent Assessments.

3. Collection Costs. An Owner who is delinquent in the payment of Assessments shall be responsible for all collection costs associated with the Association's collection of delinquent and unpaid Assessments including administrative charges, attorneys' fees, late fees interest charges and all other expenses related to collection (collectively, the "Collection Costs"). Any Association lien for delinquent Assessments shall include the collection costs associated with such delinquent amounts. A \$500 administrative charge for the 1st lien and \$100

per
lien update thereafter, may be assessed the Owner at the time of filing/recording the
lien in
order to cover the Association's collection costs.

4. Application of Payments. Any payments received by the Association shall be
applied first
to any fees and costs owed on the account, then to lien, service and late fees owed on
the
account, then to interest charges on the account, and last to payment of outstanding
principal
Assessment amounts owed beginning with the oldest outstanding assessments due. In
accordance with the Declaration, failure to pay assessments may also result in the
Board
electing to accelerate the installment obligation of any regular assessment.

5. Payment Plan . Any Owner who becomes delinquent in payment of assessments, or
other
fees and charges owed to the Association, after January 1, 2015, and whose account is
not
currently with the Association's attorney or a collection agency for collection action
on
January 1, 2015, may enter into a payment plan with the Association, which plan
shall be for
a term of at least six (6) months or such longer term as may be approved by the Board
of
Managers. Such payment plan shall be offered to each Owner prior to the Association
referring any account to an attorney or collection agency for collection action. In the
event
the Owner defaults or otherwise does not comply with the terms and conditions of the
payment plan, including the payment of ongoing assessments of the Association, the
Association may, without additional notice, refer the delinquent account to an
attorney or

collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency. The Owner may contact the Association's manager and/or bookkeeper during regular business hours in order to request a copy of the Owner's account ledger: Mike George at (970) 923-3232, ext. 4959.

6. Collection Procedures/Time Frames. The following time frames shall be used in the collection of monthly installments of the annual assessment and other charges:

- Due Date (date payment due): 1st day of the month due;
- Past Due Date (date payment is late if not received on or before that date, interest and late fees added): 30th day of the month;
- First Notice: Any time following 15 days after due date (the notice shall include the disclosures required by C.R.S. 38-33.3-209.5(5)(e), the availability and terms of a payment plan, and the amount of the assessment that is due, including late charges and interest);
- Second Notice (notice that late charges and interest have accrued): Any time after 45 days after due date;
- Notice of Intent to Lien: Any time following 60 days after due date;
- Third Notice (notice that late charges and interest have accrued): Any time following 70 days after due date;
- Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner: Any time following 90 days after due date.

7. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.

8. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of, or in addition to, suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been, or is likely to be, unsuccessful, or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six (6) months of common expenses assessments. Such foreclosure shall be approved by a resolution of the Board of Managers of the Association.

9. Assessment Lien. In accordance with Colorado law, the Association shall have a lien against a Unit for any unpaid Assessments by the Owner of such Unit. In addition, the Association may also record a statement of lien against a Unit at any time any assessment, fee or charge is overdue; provided, however, the Association's failure to record a statement of lien shall not affect the Association's Assessment lien, or otherwise waive any rights of the Association with respect to such delinquent Assessments (in accordance with state law). The Board may from time to time vary from the requirements set forth in this policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances. Any variance granted will not be considered to be a waiver of this policy.

10. Suspension of Use Rights. For so long as any Owner fails to comply with the terms of the Declaration or this Policy, such Owner (and its guests, tenants and invitees) shall not be permitted to use the amenities of the Association including, but not limited to, the swimming pool and spa, fitness room, concierge services, shuttle van service, lobby facilities, and ski locker room. The amount of delinquency required for the activation of this provision is Four Thousand Dollars (\$4,000.00), and the suspension of use rights shall be effective once an Owner is ninety days in arrears. The Association shall provide an Owner whose use rights are subject to suspension with a certified letter together with an email providing notice of such suspension. Upon the written request of an Owner, the Board may agree to amend or alter the suspension policy on a case by case basis. Any amendments or changes to the policy must be in writing and agreed to by both parties. It will be the responsibility of the Managing Agent of the Association to enforce the suspension of use rights.

11. Suspension of Voting Rights. The voting rights in the Association of any Owner more than one month delinquent in assessments shall be suspended until such a time as the Owner's account is brought current. In addition, the ability to serve on the Board and/or Board Committees shall be suspended until such time as the Owner's account is brought current, unless an alternative arrangement has been agreed to by the Board.

12. Association Rights. Subject to Section 5 & 6, above, and at any time after Assessments are delinquent, the Board of Managers may initiate a foreclosure action, lawsuit against the delinquent Owner, or take any other collection action permitted by this Policy, the Declaration and/or applicable laws.

13. Assessment Security Deposit. In the event Assessments are delinquent for more than three (3) months, the Board may, in its sole discretion, require that such delinquent Owner repay the outstanding Assessments owed, plus an amount equal to the estimated Assessments for the remaining period of the fiscal year during which the delinquency occurred (such additional amount referred to herein as an "Assessment Security Deposit"). The Association shall hold the Assessment Security Deposit in an interest bearing account and shall have the right, but not the obligation, to draw upon such account from time to time to recover any delinquent Assessments. The Assessment Security Deposit shall not be deemed a pre-payment of Assessments and the Association shall be entitled to pursue any and all collection rights with regard to delinquent Assessments, regardless of whether the Association has received an Assessment Security deposit from such delinquent Owner.

14. Acceptance of Terms. Each Owner, by purchasing a Unit, shall be deemed to have agreed to the terms and conditions of this Policy and this policy shall apply to all Owners regardless of when such Owners purchased a Unit.

15. Resolution of Disputes. Any disputes regarding assessments shall be resolved by the Board of Managers in a hearing open to members of the Association.

16. Severability. If any provision of the Policy is deemed to be invalid or unenforceable or is prohibited by applicable laws, this Policy shall be considered divisible as to such provision and such a provision shall be deemed inoperative. The remaining provisions of the Policy shall be valid and binding and the like effect as though such provision were not included.

Adopted on August 10, 2015, by the Board of Managers of the Chamonix at Woodrun Condominium Association, Inc. to be effective August 10, 2015.