

Trails End Condominium – Policies

Updated Fall 2020

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Trails End Condominium Owners Association Dispute Resolution Policy

Adopted October 22, 2013

The Trails End Articles of Incorporation Article X, Paragraph (e) states,
“All disputes of any nature between the Board, the Association, or any individual member, or any combination thereof, shall be resolved through binding arbitration pursuant to the Rules of the American Arbitration Association.”

The Colorado Common Interest Ownership Act, Section 38-33.3-124, (1) (a) (1) encourages protocols that use mediation or arbitration as alternatives to, or preconditions upon, the filing of a complaint between a unit owner and the association in situations that do not involve an imminent threat to peace, health, or safety. This Section also requires a written policy setting forth procedures for addressing disputes between the association and unit owners.

The Trails End Association dispute resolution policy is to first require each party to attempt to resolve a dispute through verbal and/or written communications, taking into consideration conforming to the Association Declaration, By-Laws, Articles of Incorporation and Rules and Regulations.

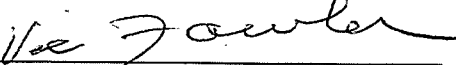
Any controversy between the Association and owners, or between owners, may submit to mediation by agreement of the parties prior to the commencement of any legal proceeding.

Should a dispute not be resolved by either of the actions above, or disputing parties not agree to mediation, all disputes shall be resolved through binding arbitration under the Uniform Arbitration Act, in lieu filing a legal suit.

PRESIDENT'S
CERTIFICATION:

The undersigned, being the President of the Trails End Homeowners Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association by unanimous consent of the Board of Directors on October 22, 2013, and in witness thereof, the undersigned has subscribed his name.

TRAILS END HOMEOWNERS ASSOCIATION, INC.,
A Colorado non-profit corporation

By: 
Vic Fowler President

Board of Directors Conflict of Interest Policy

Adopted October 22, 2013

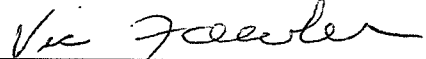
If any contract, decision, or other action taken by on behalf of the Board of Directors (Board) would financially benefit any member of the Board, or any person who is a parent, grandparent, spouse, child, or sibling of a member of the Board or a parent or spouse of those persons, that member of the Board shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action of that issue. After making such declaration, the member may participate in the discussion but shall not vote on that issue.

Any contract entered into in violation of this policy is void and unenforceable.

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TRAILS END HOMEOWNERS ASSOCIATION, INC.,
A Colorado non-profit corporation

By: 
Vic Fowler President

Trails End Condominiums Replacement Projects Reserve Summary

Adopted October 22, 2013

Revised September 2, 2020

Revision In Italics

The Trails End projects reserve is based upon an annual study of expensive *capital* items having a life of more than one year *and a cost of more than \$5,000*. Items, such as elevator, roof, parking surface, and hallway carpet and paint are identified and listed. Project estimated remaining life is projected along with estimated replacement cost and the year of the replacement. An annual, physical and financial, analysis of each project to be replaced, its estimated life, its estimated replacement cost and the year of project expenditure is conducted. A summary of the analysis, along with dues contributions needed to fund the projects are shared with owners at the annual owners meeting. *Long life repair or replacement items costing less than \$5,000 shall be recorded as operating expense items.*

In accordance with Internal Revenue Service regulations, operating funds and reserve funds shall be recorded in separate financial accounts, and never comingled.

Reserve funds, accumulated for the long term projects, are invested in FDIC insured certificates until project expenditures are needed.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of the Trails End Homeowners Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association by unanimous consent of the Board of Directors on September 2, 2020, and in witness thereof, the undersigned has subscribed his name.

TRAILS END HOMEOWNERS ASSOCIATION, INC.,
A Colorado non-profit corporation

Vic Fowler

By: _____
Vic Fowler President

TRAILS END CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
POLICY AND PROCEDURE
INSPECTION AND COPYING OF ASSOCIATION RECORDS

Adopted October 22, 2013

The following resolution is to adopt a policy regarding an Owner's right to inspect and copy Association records to be permanently retained by the Association in accordance with Colorado House Bill 12-1237. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

1. Inspection of Association Books and Records by members.
 - a. A member or his/her authorized agent is entitled to inspect and copy, at the member's expense and during regular business hours at a reasonable location specified by the Association, any of the records or papers of the Association and written communications that directly relate to an action taken by the Board including email correspondence, (except as specifically limited or excluded by Section 3 below) if the member gives the Association written demand at least ten (10) business days before the date on which the member wishes to inspect and copy such records and:
 - i. The demand is made in good faith and for proper purpose;
 - ii. The member describes with reasonable particularity the purpose and the records or papers the member desires to inspect; and
 - iii. The records or papers are directly connected with the described purpose.
 - iv. "Proper purpose" means a purpose reasonably related to the demanding member's interest as a member of the Association.
 - v. It is within the reasonable discretion of the Board to determine whether a member's demand to inspect and copy is made in good faith and for a proper purpose.
2. Proper Purpose/Limitation. Without the consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person for:
 - a. Any purpose unrelated to a member's interest as a member;
 - b. To solicit money or property unless such money or property will be used solely for the purpose of generating materials or holding meetings to solicit the votes of the members in an election to be held by the Association;
 - c. Any commercial purpose; or
 - d. To be sold to or purchased by any person.
3. Exclusions. The following records and documents may be kept confidential by the Association:
 - a. Attorney-Client Confidential Documents. In order to protect the attorney/client privilege existent between the Association and its attorneys, all communications between the Association and its attorney, including, but without limitation, memos, opinion letters, and draft documents prepared at the behest of the Board of Directors, are not available for the

Trails End Collection of Unpaid Assessments Policy

Adopted October 22, 2013

Association dues are due on the first day of each month. Association dues postmarked later than the 15th of the month are delinquent and will result in a late fee of \$20.00 plus 1.5% will be charged on the unpaid balance. Returned checks will result in a \$26 charge or whatever the bank charges. Attorney fees and additional expense to manage the delinquent account will be charged to the owner.

The Association will automatically shutoff water to units, without notification, and will file a lien notice with Summit County, Colorado when unpaid amounts exceed three months delinquency. Unless prior installment payments have been agreed to, and made on time, delinquent dues and charges exceeding six months dues amounts will result in the Association filing legal action that may include foreclosure.

Past due accounts will be sent a delinquency notice showing; the amount due, how it was determined, whether a payment plan is offered, who to contact if a payment plan is available, who to contact to verify the debt, action required to cure the delinquency and that failure to do so may result in the account being turned over to a collection agency, a law suit being filed, or lien foreclosure on the property being filed.

Payments received will be applied to current dues first and then to the oldest outstanding dues, interest and charges including legal fees next.

The Association will make a good-faith effort to enter a payment plan with the delinquent owner to pay the deficiency, in equal installments up to a period of six months, along with current due assessments. Failure to remit payment of installments in accordance with the terms of the agreed to payment plan, or to remain current with regular assessments, will result in legal action to collect the debt.

When the outstanding balance of assessments and charges secured by its lien equals six months of common expense assessments, and the Association Board of Directors records a vote to authorize legal action, the Association may foreclose on delinquent owner's property.

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by unanimous consent of the Board of Directors on October 22, 2013, and in witness thereof, the undersigned has subscribed his name.

TRAILS END HOMEOWNERS ASSOCIATION, INC.,
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By: *Vic Fowler*
Vic Fowler President

Procedure Policy for the Adoption and Amendments of Trails End Condominium Association Policies, Procedures and Rules April 25, 2016

The Colorado Common Interest Ownership Act, reference 38-33.3-209.5, paragraph (1) (b) (VII), requires homeowner associations to establish "Procedures for the adoption and amendments of policies, procedures and rules".

The Trails End Owners Association standard procedure to adopt the items above, and amend them, is for the Board of Directors and/or its association property management company to identify candidates, based upon events that appear to require compliance with Colorado statutes, Breckenridge City codes, or Red White and Blue fire codes. When needed, new policies, procedures and rules (PPRs) will be developed. Existing (PPRs) that conflict with state and local requirements will be amended to comply with current regulatory requirements.

Recurring events that require direction, or guidance, impact a significant number of owners, or owner guests, will be candidates for the adoption of new PPRs, or amending existing ones.

Members of the Association Board of Directors and/or the association's property management organization will identify candidates, gather facts, review options and prepare a recommended new, or amendment to existing PPR's. After being documented and approved by a majority of the Board of Directors, each new or amended PPR will be adopted and posted on the Association's internet web page with accompanying notice of the web address via email; owners, who have not listed email addresses with the Association, will be notified by first-class mail. New or amended PPRs will also be placed in the Association's files and presented to owners during the next annual owners meeting.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Trails End Homeowners Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association by unanimous consent of the Board of Directors on April 25, 2016, and in witness thereof, the undersigned has subscribed his name.

TRAILS END HOMEOWNERS ASSOCIATION, INC.,
A Colorado non-profit corporation

By: *Vic Fowler*

Vic Fowler

President

Enforcement of Trails End Condominium Homeowners Association Policy

April 21, 2016

The Association may not fine any unit owner for an alleged violation of the Declaration, By-Laws or Rules and Regulations, until it has adopted, and follows a written policy governing the imposition of fines. This policy includes a fair and impartial fact finding effort to confirm if the alleged violation actually occurred and which unit owner should be held responsible for the violation. The investigation process will emphasize determining the source and cause of violations, identifying the unit owner apparently responsible, notifying the owner of Association findings and giving the owner the opportunity to respond to the findings.

Initially, owners will be verbally informed of violations and which Association document is being violated and asked that he/she comply with the document, by a property manager representative, or a Board director.

Should the owner not respond favorably to the verbal communications, a written communication (e-mail, letter, or similar) will be sent to the owner detailing the event in question, its source and damage, and the owner will be given a reasonable time to respond. If the owner's confirmed action exposes the building or other owners to significant risk exposure, the Association will take immediate remedial action at the offending owner's expense.

Should the confirmed owner's action damage common property, or property of other owners, the owner causing the damage will be required to return the damaged property to its original condition.

When the owner fails to comply with the Association documents, or repair owner caused damage, and compliance request is ignored by the owner, and a conflict of interest is acknowledged, an owner fine is considered to enforce compliance. To resolve the conflict, the Board will appoint a committee of impartial people who will review the regulations, policies, event facts and meet with the owner to review his case. The committee will then recommend releasing the owner from accountability, or assess a fine; if a fine is recommended, the committee will also recommend the fine amount and payment period. Should the owner ignore a written Board of Director approved assessed fine notice for 30 days, the conditions of the Associations delinquent dues policy will be initiated.

PRESIDENT'S

CERTIFICATION:

The undersigned, being the President of the Trails End Homeowners Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association by unanimous consent of the Board of Directors on April 20, 2016 and in witness thereof, the undersigned has subscribed his name.

TRAILS END HOMEOWNERS ASSOCIATION, INC.,
A Colorado non-profit corporation

By: *Vic Fowler*

Vic Fowler

President

TRAILS END UNIT REMODEL/RECONSTRUCTION POLICY

The Trails End unit remodel/reconstruction policy applies to all remodeling or reconstruction work that involves any structural, plumbing and/or electrical modification(s) to an owner's unit. This policy does not apply to cosmetic unit changes such as painting, carpeting or up-grading existing fixtures/appliances. Owners may not expand their units into the Trails End common or limited common areas. Remodeling/reconstruction must conform to the Trails End Declaration, By-Laws and Rules & Regulations. (See the attached asbestos document if you plan to disturb ceiling, walls or linoleum.)

Plans must be submitted to the Trails End Board of Directors for approval. Work cannot start without the Board's or the Board representative's approval. If structural changes are being proposed, the plans must include a structural engineer's report.

All work must be performed by a licensed and insured general contractor. A copy of the license and general liability insurance must be submitted to be kept on file in the Property Management office before Board approval can be obtained.

Proper city and county permits must be obtained and displayed before any work can start. The owner shall reimburse the Association for any expenditure incurred to repair or replace any common element damaged by the owner or his contractors.

Remodeling/reconstruction work is only permitted between the hours of 8:30am to 5:30pm daily.

All supplies and materials must be stored in the unit itself or off property. Storage is not permitted in any common area. All construction debris must be immediately removed from the property and the Trails End dumpsters may not be used. Lobby luggage carts are not to be used during construction by any contractor carting in materials or equipment. Contractors may contact the Property Manager for availability of construction carts. Owners are responsible for enforcing the aforementioned guidelines regarding property damage, luggage cart and dumpster use. All building access for contractors must be provided for and coordinated by the unit owner.

Upon completion of the work, the Board must receive copies of all approvals of the inspections to meet Summit County and Town of Breckenridge building codes.

This remodel/reconstruction policy adopted by the Board of Directors on November 16, 2014, shall be in effect until amended by the Board of Directors of Trails End Condominiums and shall be binding on all Owners.

Trails End Board of Directors
Please contact Four Seasons Lodging, at 970.453-1403 if you have any questions.

Trails End Condominium Asbestos Operations & Maintenance Plan

Addendum A

Small Scale Projects

August 20, 2001 Revised October 3, 2013, June 6, 2016

Owners contemplating disturbing or removing their Trails End linoleum flooring, ceiling or walls should refer to the Trails End Asbestos Operations & Maintenance Plan, and utilize Colorado Air Quality Control Commission Regulation Number 8, Part B – Asbestos Control, to assure regulation compliance and obtain guidance in conducting asbestos abatement in a safe fashion.

The attached Appendix A to Regulation Number 8, Part B, provides a description of small projects and recommends controls and work practices to reduce asbestos exposures, while removing or disturbing asbestos containing materials, on small scale projects in condominium units.

Projects involving friable asbestos containing materials that exceed 50 linear feet of pipe, 32 square feet on all other surfaces (e.g., ceilings, linoleum/vinyl floor covering, and other building materials), or a 55-gallon drum volume equivalent, require more stringent controls and the utilization of a licensed abatement contractor.

TRAILS END CONDOMINIUMS

OWNER, EMPLOYEE & CONTRACTOR NOTIFICATION

Please be advised that the building you are entering has been identified as one in which asbestos-containing materials are present in certain building materials. As part of the Trails End Condominium Asbestos Control Program, Trails End has generated this notification to owners, employees, occupants, and visitors regarding the presence of asbestos or materials that are likely to contain asbestos in buildings. *The mere presence of asbestos in materials is not considered a health hazard, unless damaged or disturbed such that the fibers become airborne.* Before and during any work which might disturb Asbestos Containing Materials (ACM), special precautions are required.

The materials listed below have been identified as containing asbestos and ***must not be disturbed*** unless under controlled circumstances. Please notify the Trails End Managing Agent, Four Seasons Lodging, Inc., before performing any activity that might disturb the building materials identified below. Trails End has a program in place to maintain, repair, clean up, and remove ACM as needed. If you have any questions about suspect materials or discover suspected asbestos materials to be damaged, *please call (970) 453-1403 or see the building manager.*

The building materials listed below have been identified as asbestos-containing. These materials are not to be disturbed or disrupted in any way, unless under controlled circumstances. Notify the Managers of Trails End or the Environmental Department should disturbance of the materials be anticipated during routine maintenance, repair, or custodial activities.

<u>MATERIAL</u>	<u>LOCATION</u>	<u>FRIABLE (Y or N)</u>
Exterior Wallboard covering block wall	Southeast garage wall at & below grade	N
Interior Spray-applied ceiling texture	Hallways, Units	Y

PRESUMED TO CONTAIN ASBESTOS (Unless otherwise tested)

<u>MATERIAL</u>	<u>LOCATION</u>	<u>FRIABLE (Y or N)</u>
Linoleum flooring	Unit kitchen and bathrooms	N
Wallboard seam compound (mud)	Wall joints/seams	Y

PLEASE DO NOT REMOVE

POSTED OCTOBER, 2002
Revised October, 2013

Received _____
Company _____

by _____

Date _____

Water Leak Responsibility Clarification Document

November 11, 2016

The Trails End Declaration, Section II, Paragraph 1. (a) defines an apartment unit as the space and contents contained within the perimeter walls, floors, ceilings, windows and doors of a unit. However, utility inlet lines in a unit, serving more than one unit are common property. Declaration Section II, Paragraph 1. (e) describes general common elements and (vi) states common elements include “all other parts of the property which is not part of apartment units.”

Some owners have questioned the Trails End Association position that the owner is responsible for water leaks in drain lines from his unit until the lines connect to common drain lines. The Association position is that drain lines from a unit that only benefits that unit are not common property, and are the responsibility of the owner until that line connects to the common cast iron drain pipe. Even though some portions of unit drain lines and line traps are located outside the perimeter of the unit, the owner is responsible for the line originating in the unit until it is connected to common drain lines. These lines are deemed part of the unit as the unit owner is the sole beneficiary of these drain lines.

While the Trails End Declaration may not clearly define the responsibility on unit drain lines, the Colorado Common Owners Interest Act addresses the issue. Section 38-33.3-202, Paragraph (1) states, “Except as provided by the declaration: (b) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements...”

After extensive study and analysis, this review concludes that in fairness to all owners, each unit owner shall continue to be responsible for leaks originating in the unit and the portion of drain lines outside the unit, until the line connects to common drain lines, as the owner is the only beneficiary of these lines.