

# **GOALS, POLICIES, AND PROCEDURES MANUAL**

**BOARD OF MANAGERS**

**SNOWDANCE MANOR CONDOMINIUM ASSOCIATION, INC.**

**KEYSTONE, COLORADO**

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The statements of goals, policies, and procedures incorporated in this manual have been formally approved by the Board of Managers of the Snowdance Manor Condominium Association, Inc. and remain in effect until formally revised or rescinded by the Board of Managers.

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LAST UPDATE: July 1, 1994

TOTAL NUMBER OF PAGES: 9

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**SUBJECT** : Maintaining the goals, policies, and procedures manual

**BACKGROUND:** In the course of past meetings, the Board of Managers discussed the potential for lack of continuity that can occur over time as the membership of the Board changes. The Board of Managers determined that the development and maintenance of a manual of formally approved statements of goals, policies, and procedures would contribute to consistency, continuity, and efficiency in the management of the Snowdance Manor Condominiums over the years.

**PURPOSE** : To provide guidelines concerning the manner in which the goals, policies, and procedures manual will be maintained.

**STATEMENT** : The manual will serve to document those goals, policies, and procedures approved by the Board of Managers which have long term implications. The general format for each page will parallel that of this page to include: (a) page number, (b) subject, (c) background information, (d) purpose, (e) statement to explicate the goal, policy, or procedure, and (f) date on which the statement was formally approved by the Board of Managers. The manual will include a title page and a current (updated) table of contents. Since the manual is intended to be an instrument of the Board of Managers, all changes (i.e., additions, deletions, and revisions) must be formally approved by the Board of Managers. Any member of the Board of Managers, any owner, or Association Management Agent may submit proposed changes to the Board of Managers. All statements will be effective on approval by the Board of Managers and will remain effective until revised or rescinded by the Board of Managers. The President of the Board of Managers may elect to assign responsibility for monitoring the manual to one or more members of the Board in order to insure that the procedures specified in this statement are properly implemented. The clerical task of updating the manual after each meeting of the Board of Managers will be assumed by the Association Managing Agent. The updated pages and an updated table of contents will be forwarded to each member of the Board of Managers not more than thirty (30) days after the date of the meeting during which the update was approved. A current copy of the manual and/or updated pages and an updated table of contents will be provided to any owner on request. The Association Managing Agent will insure that a sufficient number of updated copies of the manual are available for reference at each meeting of the Board of Managers and the Snowdance Manor Condominium Association. A current copy of any of the following documents may, at the discretion of the Board of Managers, be incorporated in the manual as appendices: (a) Condominium Declarations for Snowdance Manor Condominiums; (b) Articles of Incorporation of Snowdance Manor Condominium Association; (c) Bylaws of the Snowdance Manor Condominium Association, Inc.; (d) Rules and Regulations for the Snowdance Manor Condominium Association, Inc.

**DATE STATEMENT APPROVED:** March 12, 1993

**SUBJECT** : Distribution of copies of the approved annual operating budget to owners.

**BACKGROUND:** As of early 1992, the long-standing informal practice was to provide all owners with copies of the approved annual operating budget. Nonetheless, the Board of Managers considered it important to acknowledge and document this practice to insure that it will continue in the future.

**PURPOSE** : To explicate the posture of the Board of Managers concerning the distribution of copies of the approved annual operating budget to owners and to direct the Association Managing Agent to maintain procedures to insure that copies of the approved annual operating are provided to owners in timely manner.

**STATEMENT** : It is the posture of the Board of Managers that it is only proper that all documents pertaining to the affairs of the Snowdance Manor Condominium Association be available to owners since the owners are the Association. It is appropriate, therefore, that owners be provided with copies of the approved annual operating budget. The term "annual operating budget" as used herein includes attachments to the budget, including, but not limited to, budget assumptions, assessment roll, replacement fund analysis, etc. The Association Managing Agent is directed to establish procedures whereby every owner will, without request, be provided a copy of the approved annual operating budget no later than thirty days after the date on which the final version is approved by the Board of Managers. In any instance in which the Association Managing Agent encounters problems or difficulties implementing the foregoing procedures, the circumstances are to be reported to the Board of Managers along with appropriate recommendations in an expeditious manner.

**DATE STATEMENT APPROVED:** March 12, 1993



**SUBJECT** : Distribution of copies of Snowdance Manor Condominium Association meeting minutes to owners.

**BACKGROUND:** As of 1991, the long-standing informal practice was to provide all owners with copies of the "yet to be approved" meeting minutes of the Snowdance Manor Condominium Association. Nonetheless, the Board of Managers considered it important to acknowledge and document this practice to insure that it will continue in the future.

**PURPOSE** : To explicate the posture of the Board of Managers concerning the distribution of copies of the meeting minutes of the Snowdance Manor Condominium Association and to direct the Association Managing Agent to maintain procedures to insure that the minutes are provided to owners in a timely manner.

**STATEMENT** : It is the posture of the Board of Managers that it is only proper that all documents pertaining to the affairs of the Snowdance Manor Condominium Association be available to owners since the owners are the Association. It is appropriate, therefore, to provide owners with copies of the minutes of all meetings of the Snowdance Manor Condominium Association. The term "minutes" as used herein includes attachment to the minutes, if any. The Association Managing Agent is directed to establish procedures whereby (1) every owner will, without request, be provided with a copy of the yet to be approved meeting minutes not more than sixty days after the respective meeting date. In every instance in which copies of unapproved minutes are provided to owners, the minutes will be clearly annotated to indicate that approval is pending and that, therefore, the minutes are subject to change. In any instance in which the Association Managing Agent encounters problems or difficulties in implementing the foregoing procedures, the circumstances are to be reported to the Board of Managers along with the appropriate recommendations.

**DATE STATEMENT APPROVED:** March 12, 1993

**SUBJECT :** Specification of components considered to be under "Unit" definition for repair and maintenance purposes.

**BACKGROUND:** The proper guidelines for the "Unit" components for maintenance and management purposes are essential in order that owners and the Association Managing Agent know which responsibilities are included. However, the component guidelines which comprise the "Unit" are not completely and adequately specified.

**STATEMENT :** The language in the Condominium Declarations for Snowdance Manor Condominiums that refers to Owner's maintenance responsibility for Unit is neither complete nor exact. It defines for maintenance purposes that "an Owner shall be deemed to own: the windows and doors . . ." It also defines that "an Owner shall maintain the interior of his own Unit . . ." Although these definitions identify some specific components, the phraseology is expansive and more explicit specification of the components considered being within the Owner's maintenance responsibility is required for management purposes. Therefore, the following components will be considered to be within the Owner's maintenance responsibility: (1) any screens, including frames and associated hardware, on doors\* and windows\* which are appurtenant to a condominium unit and are for the exclusive use of the occupants of that unit; (2) any top-floor unit roof skylight glass\*, including frames, associated hardware, and associated damages that may occur to Association property as a result of installation, that were installed subsequent to the original construction of the Snowdance Manor building in 1983; (3) each unit's fireplace screens and associated hardware, including damper controls, and grates. The term "occupants" as employed here include owners and/or guests of owners. Any components which do not meet the foregoing specifications will be considered to be general or limited common elements or personal property, as appropriate, for management purposes.

\* The Condominium Declarations for Snowdance Manor Condominiums specifically includes doors and windows in the definition of the "Unit", but it is silent concerning screens, skylights, and fireplace screens, grates and damper controls mechanisms.

**DATE STATEMENT APPROVED:** March 12, 1993

**SUBJECT** : Transfer of fiscal end-of-year operating fund overage/shortage to/from the reserve fund each year.

**BACKGROUND:** In past years, decisions concerning fiscal end-of-year operating fund overages/shortages and the impact on owner assessment was made on an ad hoc basis. Similarly, decisions concerning the reserve fund were made intuitively. In 1985, a procedure was developed for analyzing reserve fund requirements in a manner that provided the specific information required to enable the subsequent Board of Managers to make defensible decisions concerning owner assessments.

**PURPOSE** : To direct the Association Managing Agent to transfer the fiscal end-of-year operating fund overage/shortage to/from the reserve fund.

**STATEMENT** : Since fiscal end-of-year operating fund overages/shortages can also impact owner assessments, it is prudent to transfer them to/from the reserve fund to insure their inclusion in the analysis. The outcome will be even more defensible decisions concerning owner assessments because the analysis on which the decisions are based will include the impact of operating fund overages/shortages as well as the impact of activity in the reserve fund. In view of the foregoing, the Association Managing Agent is directed to transfer the fiscal end-of-year operating fund overage/shortage to/from the reserve fund each year.

**DATE STATEMENT APPROVED:** March 12, 1993



**SUBJECT** : Maintaining an accurate and current list of owners.

**BACKGROUND:** The ability of the Board of Managers to communicate with Owners has increased as the Association becomes more complex with regard to capital improvements, operating budget expenditures, etc.

**PURPOSE** : To establish procedures whereby the Association Managing Agent will (a) publish an accurate and current list of owners at intervals of six months or less, (b) inform members of the Board of Managers promptly in each instance in which a change occurs, and (c) provide any owner with a list of owners upon request.

**STATEMENT** : The Association Managing Agent will maintain, on a continuing basis, an accurate and current list of the Owners. The list will include, but not be limited to, the name(s) of the Owners(s) of each condominium, the mailing address of the Owner(s), and the telephone number(s) of the Owner(s). The list of Owners maintained in the Association Managing Agent files will be updated within ten days after a change becomes known. The Association Managing Agent will publish a current (updated) list of Owners at intervals (not necessarily regular) of six months or less. The appropriate "as of" date will be incorporated in each publication of the Owners list. The members of the Board of Managers will be provided a copy not later than ten days after the "as of" date. Each time that the list of Owners maintained in the Association Managing Agent files is updated subsequent to the "as of" date of the last publication, the Association Managing Agent will inform the members of the Board of Managers of the change(s) not later than ten days after the update is made. The Association Managing Agent will provide any owner a copy of the last published list of Owners upon request.

**DATE STATEMENT APPROVED:** March 12, 1993



**SUBJECT** : Managing designated parking space in the covered garage and the elevated parking deck structure.

**BACKGROUND:** The "designated parking" concept was employed in the parking garage when Snowdance Manor was first constructed in 1983. For the 31 total Snowdance Manor units, there were 25 parking spaces designated for specific units in the covered garage area and 6 parking spaces were designated spaces on the elevated parking structure. However, this concept proved to be increasingly difficult to manage because just one vehicle not parked in the proper space would start a "chain reaction" and create immeasurable consternation. The use of the garage by "outsiders" only exacerbated the problem. Russell G. Young, Court Appointed Receiver effective May 23, 1985, then initiated "open parking" with the use of parking permits. This concept permitted the occupant of each unit to use parking space wherever convenience dictated. The same policy was adopted by the Snowdance Condominium and Snowdance Plaza/Restaurant properties as part of the Snowdance P.U.D.

**PURPOSE** : To provide guidelines concerning the manner in which the Association Managing Agent should control the use of parking and to respond to parking violators.

**STATEMENT** : The Association Managing Agent will use its best efforts in controlling the use of parking in order to maximize the available parking and to provide sufficient space for owners and guests. The Association Managing Agent will inform all owners and participating individual unit management companies that all owners and guests should be issued an authorized parking permit indicating the respective unit number, guest name and authorized number of days stay. If a vehicle is found to be parked in the Snowdance P.U.D. project without a parking permit, the Association Managing Agent will attach a "warning" violation notice (adhesive type) on the respective vehicle's driver-side window. If the vehicle owner does not obtain an authorized parking permit or the vehicle is not moved in a reasonable timetable, the Association Managing Agent has the authority to arrange for the towing of the vehicle off the premises with a \$100.00 recovery to be paid by the vehicle owner. The purpose of this parking control measure is not intended to be a negative policy toward non-Snowdance guest, but, instead, a means to insure adequate parking for authorized owners and guests.

**DATE STATEMENT APPROVED:** March 12, 1993

**SUBJECT** : Initiation of assessment liens against owners who are delinquent in assessment payments.

**BACKGROUND:** The Condominium Declarations for Snowdance Manor Condominiums indicates that "... the Board of Managers or the Managing Agent shall prepare a written notice of lien assessment setting forth the amount of unpaid indebtedness, the name of the Owner of the Condominium Unit, and a description of the Condominium Unit. The notice shall be signed by one of the Board of Managers or by one of the officers of the Association or by the Association Managing Agent and shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado." The initiative for initiation of an assessment lien resides with the Board of Managers, but, there has been no established mechanism for doing so in a timely and efficient manner.

**PURPOSE** : To prescribe a policy and procedure for initiating assessment liens against owners who are delinquent in payments.

**STATEMENT** : At such time that an owner is delinquent in payment to Snowdance Manor Condominium Association, Inc. for 120 days from the date the unpaid assessment was due (first of each fiscal quarter), the Association Managing Agent will (a) inform the members of the Board of Managers in writing of the status of such delinquency, (b) after receiving the approval of the Board of Managers, notify the delinquent owner via Certified Mail with Return Receipt and request the owner to pay the delinquent amount, or provide a written notice of explanation, within 15 days after receipt of said notice, (c) if the owner has not paid the assessment within the 15 day notice period and the Board of Managers subsequently approves, initiate action on behalf of the Board of Managers to insure that an assessment lien is promptly effected, and (d) inform the members of the Board of Managers in writing of such assessment lien completed action. In the event that the delinquent owner provides the Board of Managers and/or Association Managing Agent with substantive reason(s) why the assessment cannot be paid within the 15 days notice period, the Board of Managers (with a majority vote), may delay the owner's assessment payment to a specified agreed time with appropriate late fees and interest charges incorporated.

**DATE STATEMENT APPROVED:** March 12, 1993



**SUBJECT** : Reimbursement of expenses incurred by members of the Board of Managers.

**BACKGROUND:** From the beginning of the Snowdance Manor Condominium Association in 1983, there have been no policies or procedures pertaining to the reimbursement of members of the Board of Managers for expenses incurred in conducting Association business. In the course of setting a special June 1994 meeting in Keystone for the final decision in color selection of the exterior siding re-staining, a member of the Board of Managers indicated that he should be reimbursed for his air travel and rental car expenses for this very important special meeting.

**PURPOSE** : To establish policies and procedures concerning reimbursement for expenses incurred in conducting Association Business.

**STATEMENT** : A "Board Expense" account in the annual operating budget will be added to accommodate travel and other miscellaneous expenses. All reimbursements to members of the Board of Managers for expenses incurred in conducting Association business will be disbursed from this account. A Board member who incurs expenses will be reimbursed only after submitting a written request, which is accompanied by substantiating documents. If the Association Managing Agent considers a request to be bona fide and reasonable, the individual Board member will be reimbursed. If the Association Managing Agent is uncertain as to whether or not the request is bona fide and reasonable, or if the disbursement will cause the year-to-date expenditures to exceed the amount budgeted for that year, the request and substantiating documents will be directed to the Board of Managers for review and decision. In the interest of demonstrating the integrity of reimbursement policies and procedures, and to preclude even the appearance of impropriety, the Association Managing Agent will detail all reimbursements in the Statement of Operations for the month in which the reimbursements are paid. In the event that an owner challenges any reimbursement so detailed, the request and substantiating documents will be directed to the Board of Managers for review and decision. In any instance in which the Board of Managers is reviewing a request for reimbursement, the individual who submitted the request will not participate in the decision vote.

**DATE STATEMENT APPROVED:** July 1, 1994