

# CASA VERDE CONDOMINIUM ASSOCIATION

## CONSOLIDATED POLICIES AND RESOLUTIONS

Latest Revision: November 18, 2024

This document contains all of the currently valid CVCA Board-Approved Policies and Resolutions since the beginning of Casa Verde Commons in 2002. Minor editing of some of the original documents was done to create a uniform style, and to remove ambiguities and outdated references.

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# CASA VERDE CONDOMINIUM ASSOCIATION

## POLICY

### Building and Landscape Modification Review

Approved by CVCA Board March 1<sup>st</sup>, 2015  
as agreed to by consensus by Colorado  
Springs Cohousing Community)

#### **Purpose of Modification Review**

- 1) A review process for certain changes to land and buildings on our site is an acknowledgment that we all live in a community: decisions each of us make affect our neighbors. Investments of time, money and thought have been made to plan the structures on the site and improve the land around our homes. Changes and improvements should be thoughtfully done.
- 2) To provide for the modification of homes and yards in a way that balances the needs of the individual homeowner with the needs of the community.
- 3) To help assure compliance with The Condominium Declaration of the Casa Verde Condominiums, Sections 94 and 95:

"All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment."

"No Owner shall make any structural addition, alteration or improvement to his or her Residence, paint or alter the exterior of his or her Residence, including the doors, windows, and light fixtures, or paint or alter the exterior of any Building, without the prior written consent of the Board of Directors sitting as the Design Review Committee for the Condominium Community."

"The Board of Directors shall be obligated to answer any written request by an Owner for approval of a proposed addition, alteration or improvement within 30 days from the date of the next regularly scheduled meeting of the Board of Directors after receipt of such request, and failure to do so within the stipulated time shall constitute approval by the Board of Directors of such proposed improvement."

## **Goals of Modification Review Policy**

- 1) To provide an integrated system of review for landscape and structural modification requests submitted by CVC homeowners.
- 2) To provide streamlined procedures to ensure proper and swift review.
- 3) To maintain the value and safe conditions of CVC property.
- 4) To promote community awareness of modifications by keeping the community apprised of requested exterior changes.
- 5) To encourage communication and information exchange among CVC community members.

## **Modifications Needing Review**

- 1) Any INTERIOR structural change or replacement of:
  - a) electrical building service or in-wall electrical wiring,
  - b) plumbing, not including replacement of existing plumbing fixtures,
  - c) heating, ventilating or air-conditioning ducts or piping,
  - d) floor not including floor covering), wall, ceiling or roof fanning studs, joists, trusses)
  - e) concrete floor slabs
  - f) in A-Upper units only: replacement or alteration of floor coverings
  - g) in A-Lower units only: replacement or alteration of ceiling material
- 2) The installation of any NON-RESIDENTIAL EQUIPMENT having an electrical or plumbing connection or having a total weight in excess of 1,000 pounds.
- 3) Any FIXED installed) EXTERIOR CHANGES or ADDITIONS to homes, LCE's, and/or extended yards including but not limited to:
  - a) The placement of any PERENNIAL PLANT tree, shrub, vegetable, flowering plant, etc.) that when mature is GREATER THAN TWELVE FEET in height or will obstruct a neighbor's view of a mountain vista.
  - b) Additions of berms or any other change in the EXTERIOR GRADE ground surface shape) or surface drainage.
  - c) Any fixed child PLAY EQUIPMENT.
  - d) OTHER items: hot tubs, screen doors that are not white in color, doors, awnings, patios, decks, fence, clotheslines, compost bins, flag poles, basketball hoops, lattice/trellis, air conditioners See Central Air Conditioners Policy), pergolas, arbors, gazebos, satellite dishes and other antennas, sheds, solar panels, lights, light fixtures, repainting or decorative painting.

ADDENDUM For Satellite Dishes: Satellite dishes will preferably be placed on the second-story shingled roof. Placement on a porch roof is acceptable as a secondary option. Placement on an exterior wall above the first-floor ceiling level is acceptable as a tertiary option. Placement not attached to a unit building is not acceptable. No excuses from satellite dish installers regarding available ladders, etc., are acceptable. The Board will waive

the Modification Request MR) requirement to those residents who neglected to obtain a MR but whose current satellite dishes were installed meeting the above guidelines.

- 4) Any plantings, and/or placement of items beyond one's LCE and/or extended yard.
- 5) ANY change to the community irrigation system sprinkler heads, etc.) or site drainage any change to the shape of the ground surface).
- 6) Any change in or addition to existing sod, native grass, trees or shrubs.
- 7) The community garden and the plantings therein, are specifically exempt from items requiring review.

## **Procedures**

- 1) The CVCA Board of Directors will appoint one or more directors as Designated Directors DD's) to review and process Modification Requests.
- 2) An owner requesting a modification will complete a Modification Review MR) form, and submit it and all attachments to a DD in both digital and print formats, after, for exterior modifications only, first discussing it with immediate neighbors and garage owners. The DD will receive modification requests, review them for completeness and clarity, and recommend changes where necessary. When the request is considered complete, the DD will assign a "Date of Adequate Submittal."
- 3) An MR for exterior modifications only will be immediately publicized to CVC owners and residents by email and by posting in the common house for one week. After one week any questions or objections from owners and residents will be answered or negotiated by the DD and/or requesting owner.
- 4) If there is then no opposition to the request by the community or the DD, the DD may approve the request, or may refer it to the entire Board. The DD will complete this action within one week after date of adequate submittal, or, for an exterior MR, within one week after the one-week community review period. If there are unresolved issues, or if the DD disapproves a request, the entire Board of Directors will review the request and make a decision no later than its next regularly scheduled meeting.
- 5) The requesting owner or any other owner who objects to any MR decision by the Board may appeal to the owners as a group by calling a Special Meeting of owners as outlined in Section 52 of the CVCA Bylaws.
- 6) The Board of Directors will review the MR process at least semi-annually and make changes in procedures as necessary. Proposed major changes will be publicized to owners for feedback.

## **Enforcement**

The concerns that the CVCA Board has regarding non-compliance with the MR Policy are that 1) there may be liability in the case of damage/malfunction of the non-approved modification and 2) the non-approved modification could have an adverse effect on the resale value of the unit and connecting unit.

The following steps/actions will be taken in the event that a modification occurs WITHOUT a Modification Request (MR) Approval. If an MR is submitted and approved after any one of these steps, or before, then no additional steps will be taken.

Step 1: The modification is seen by and/or reported to the CVCA Board.

Step 2: The CVCA Board designated Modification Review Director will contact the homeowner, the neighbors if necessary) and the CVCA board, where the MR was not submitted. The purpose is to gather as much data as possible.

Step 3: The “non-approved” modification is documented on the Modification Review History document kept by the CVCA Board.

Step 4: A letter from the Board is sent to the owner in violation, requesting that a MR be submitted and if needed, obtain a building permit from the Pikes Peak Regional Building Department. If there is a question regarding proper permits, the City of Colorado Springs is contacted.

Step 5: When the letter is sent, the MR omission is recorded in the CVCA Board minutes and a copy of the letter is attached to the minutes.

Step 6: If an MR does not get approved, the owner will be required to remove the construction at the owner's expense. Should the removal not be completed within ninety (90) days from the date of the Board's decision, the Board will act to remove the construction and assess the owner for such expense, as per CVC Declaration Sections 54, 91, and 97

## **Definitions**

**LCE Limited Common Element):** [Defined in CVC Declaration Section 134] That portion of land adjacent to a unit as defined by dotted lines on the Site Plan. Also includes porches, balconies, and any garage or carport associated with a unit.

**Extended Yard:** That portion of land associated with a unit as designated on the CVC Extended Yard plan, which the unit owner has agreed to maintain.

# CASA VERDE CONDOMINIUM ASSOCIATION

## POLICY

### Shared Garages and Carports

Approved by CVCA Board Oct. 2<sup>nd</sup>, 2012

The majority of homeowners at Casa Verde Commons own or rent garages or carports that are shared by multiple households. The following policy has been created by the CVCA Board of Directors to help clarify and alleviate issues that may arise as a result of multiple households occupying a shared space.

- 1) If a garage space or carport area is used by two separate households, the space should be divided equally unless other arrangements are mutually agreed upon by both households.
- 2) Vehicles should be parked with consideration for allowing multiple vehicles to enter/exit the garage/carport space easily and safely.
- 3) Stored items other than vehicles) should be organized such as to allow for the free and easy movement of vehicles into and out of the garage or carport.
- 4) Vehicles other than commercially built motorcycles or scooters) with exposed engines may not be stored in a shared garage or carport space. Vehicles should not be maintained, repaired or rebuilt within a shared garage or carport space if any noxious odor would result.
- 5) Owners should ensure that their vehicles do not drip fluids that could cause safety issues and/or odors.
- 6) Gasoline should be stored in closed, airtight "safety" gasoline containers only.
- 7) Paint, oil, rags soaked with strong-smelling substances or other items with noxious odors should be stored in appropriate, closed airtight containers.

#### **Procedures regarding the reporting and enforcing of the Policy**

- 1) If a shared garage or carport occupant has a concern regarding compliance with the above items, the parties involved should first attempt to address the issue between themselves.
- 2) If a solution or compromise cannot be reached between the two parties, the complaining occupant will inform the CVCA Board of Directors.
- 3) The CVCA Board of Directors will invite both parties to a meeting to discuss the issues.

- 0) After hearing arguments and explanations from both parties or from only one party if the second party does not communicate with the Board), the Board will decide on mitigation required.
- 1) Should the mitigation not be completed within three days, the offending owner of the garage or carport space will be subject to a fine of up to \$50 for each day the mitigation is not accomplished.

# CASA VERDE CONDOMINIUM ASSOCIATION

## POLICY

### Central Air Conditioners

Approved by CVCA Board Mar. 26<sup>th</sup>, 2006

This policy was established in order to keep the overall noise level at Casa Verde Commons as low as possible.

- 1 All central air conditioning units installed at CVC shall have a sound power level of 70 dBA or less.
- 2 The sound generated by a unit shall cause a sound pressure level of no more than 55 dBA at any window, deck, porch, or patio in CVC.
- 3 ANSI/AHRI Standard 275 [a copy is maintained on the CVC website] shall be used to determine sound pressure levels, taking into account barrier shields, sound paths, distances, and the effect of multiple units.
- 4 Prior to purchase and installation of the unit, the proposed unit's manufacturer-provided sound power level and the proposed location will be submitted to the Board by the home owner.
- 5 The Board will calculate the sound pressure levels, and will approve the installation if they are 55 dBA or less.
- 6 A homeowner who misrepresents the sound power level or location may be required to provide additional sound barriers or to remove the unit.

# CASA VERDE CONDOMINIUM ASSOCIATION

## RESOLUTION

### Sound Attenuation in A Building Units

Adopted by CVCA Board: Oct. 29<sup>th</sup>, 2006

At a meeting of the Board of Directors held on October 29<sup>th</sup>, 2006, by motion and vote, the Board of Directors adopted the following resolution:

WHEREAS, Article Three, Section 31, and Article Four, Section 413 of the Condominium Declaration of The Casa Verde Condominiums "Declaration") authorize the Board of Directors of The Casa Verde Condominium Association "Association") to govern the affairs of the Association and to adopt rules and regulations; and

WHEREAS, Article One, Section 115, of the Declaration defines the Common Elements; and

WHEREAS, Article One, Section 120, of the Declaration defines Condominium Residence, and Article Two, Section 26, of the Declaration further clarifies the perimeter boundaries of a Condominium Residence to be between the unfinished and finished surfaces of perimeter walls, uppermost ceilings, and lowermost floors; and

WHEREAS, Article Six, Section 62, of the Declaration prohibits Owners from altering, constructing on or removing items from the Common Elements without the written consent of the Board of Directors, and Section 66 holds Owners liable for any damage they may cause to the Common Elements; and

WHEREAS, Condominium Residences 9, 11, 21, and 23 1360D & 1360C Lindenwood Grove and 1325 D and 1325C Lindenrose Grove respectively) have sound attenuation floor underlayment that is part of the Common Elements; and Condominium Residences 10, 12, 22, and 24 1360B & 1360A Lindenwood Grove and 1325B and 1325A Lindenrose Grove respectively) have sound attenuation ceiling components that are part of the Common Elements; and

WHEREAS, repair, certain replacements or other modifications to ceilings or floor coverings could cause damage to such sound attenuation materials or compromise existing sound attenuation;

NOW, THEREFORE, it is hereby resolved that the following is a rule of the Association:

Prior to an Owner of Residences 9, 11, 21 or 23 making any alterations to floors or changes in floor coverings, or an Owner of Residences 10, 12, 22 or 24 making any alterations to ceilings, the Owner must first obtain the written consent of the Board of Directors. In applying for consent to perform the alteration, the owner must demonstrate that the sound attenuation between upper and lower residences will maintain a design Insulated Impact Rating of no less than 50. In the event an Owner fails to obtain such prior written consent, the Owner may be liable for costs of removing ceiling or flooring materials to determine if the appropriate sound attenuation materials have been maintained. If proper materials were not maintained, the Owner will also be liable for the cost of replacement with appropriate materials.

# CASA VERDE CONDOMINIUM ASSOCIATION

## POLICY

### Resident & Visitor Parking & Driving

REVISION to policy dated October 1, 2021

REVISION to policy dated November 14,

2012. REFER to Development Plan dated 10/05/2000 and Site plan dated 07/15/2011

1. Within the Casa Verde condominium property, cohousing community owners and residents will park four-wheeled vehicles only in their own garage, carport, reserved non-covered space, or in any non-restricted, non-covered parking space, except for brief occasions when necessary to load or unload bulky and/or heavy items or handicapped passengers close to their unit. For those occasions, temporary parking is permitted in fire lanes and on wide sidewalks identified on the site plan. On the wide sidewalks, only two-wheeled vehicles, passenger cars, and small trucks with a cargo capacity of one ton or less (pickup or small van) are permitted.
2. Non-restricted, non-covered parking spaces are those numbered spaces shown on the site plan except for number 20 (handicapped only), and spaces designated by the CVCA board as RESERVED. Reserved spaces will be clearly marked by a RESERVED sign. Non-restricted spaces may be used by cohousing owners, residents, and community visitors at any time. When large numbers of visitors are expected, they should be instructed to park on the street, not in community spaces.
3. Upon application of an owner, the CVCA Board of Directors will designate as RESERVED one parking space to a unit for which the owner has no owned garage or carport, for the exclusive use of the resident of that unit and at no charge to the resident. This assignment is subject to cancellation when the unit is sold or when the unit owner purchases a garage or carport. Upon application, the Board may also designate as RESERVED a non-covered space for those with temporary or permanent disabilities or with special needs.
4. No more than one four-wheeled vehicle per resident licensed driver can be regularly parked or garaged on the property.
5. Two-wheeled vehicles shall not be parked in a non-covered space to preclude parking of a four-wheeled vehicle.
6. Inoperable or rarely used vehicles may not be parked in non-restricted, non-covered spaces for more than 7 days.
7. Four-wheeled vehicles must fit entirely within the boundaries of a non-covered space.
8. The Board will compile and maintain a list of license plate numbers for those vehicles regularly parked on the property.
9. The wide sidewalks are blocked with flowerpots. To gain access, the pots should be moved, and then replaced immediately after the vehicle is removed. In no case should a vehicle be driven off the sidewalks where vegetation or sprinkler heads could be damaged.
10. Spaces 1 thru 9 are shared with owners, tenants, and customers of the commercial building at 505 E. Columbia at all times. Likewise, cohousing owners, residents and visitors may use the eleven spaces associated with that building at any time, but should avoid using the spaces during business hours and, in any case, should not use them for more than 24 hours at a time.
11. The speed limit everywhere on the property is 5 miles per hour.
12. It is recommended that the primary use for garages and carports be for storage of vehicles.
13. Anyone using their carport or garage for other than vehicle storage, shall park that vehicle on the street, rather than in a non-covered parking space.

0. In accordance with the city-approved development plan for Casa Verde Commons, recreational vehicles may not be parked on CVC property. Temporary parking for loading, unloading and maintenance in fire lanes is acceptable during daylight hours only.

The City of Colorado Springs has this definition for Recreational Vehicles (Paragraph 10.1.202, August 23, 2021 RECREATIONAL VEHICLE: A vehicle designed to be used primarily as temporary living quarters for recreational, camping, travel or seasonal use or either has its own motor power that is mounted on or towed by another vehicle. "Recreational vehicle" includes camping trailers, fifth wheel trailers, motor homes, travel trailers, truck campers, watercraft or snowmobiles.)

In addition, oversized vehicles are NOT to be parked on CVC property. **Oversized vehicles that are prohibited from parking in the open parking spaces accessed via Columbia St. entrance and Royer St. entrance are defined as those that exceed 16'2" in length, 6'6" in width and 7'2" in height. The restrictions for parking in the open spaces accessed via San Miguel St. entrance are defined as those that exceed 17'.0" in length, 6'8" in width and 7' 2" in height.**

1. Owners and residents will ensure that their tenants, guests, contractors and vendors understand and comply with this policy.

# CASA VERDE CONDOMINIUM ASSOCIATION

## POLICY

### Security

Adopted by CVCA Board Nov. 4<sup>th</sup>, 2002  
as agreed to by consensus by Colorado Springs  
(Cohousing Community)

#### **A. SECURITY MANAGER**

An owner-member of the community will be appointed as Security Manager to administer this policy.

#### **B. COMMON HOUSE SECURITY**

1 The front door of the common house has a push-button type combination lock.

**a. Front Door Combination:** Children may have the front door combination to get mail with parental permission. Children are allowed to go in alone only and are not to share the combination. Friends need to wait outside.

**b. Age to be alone in the Common House:** Children and youth are allowed to be alone in the Common House with parental permission for a specific task. Children are allowed to watch TV or a movie in the Conference Room. Children will need to be accompanied by an older teen or adult to watch TV or a movie in the Sitting Room.

**c. Alone with Friends:** Youth age 14-17 are allowed to be in the Common House with friends with parental permission.

In the case of a violation to the policy, the parent should be notified immediately. If the security of the common house is compromised, the Security Manager should be contacted immediately so the combination can be changed.

No one else is to be given the combination without the approval of the Security Manager. If the combination becomes compromised, the Security Manager must be notified so that the combination can be changed promptly.

2 The Post Office will have access to a separate building key for depositing mail and packages in the mail room. Since they will leave large packages unlocked, the common house must be locked when it is not actively in use.

3 The last person out of the building is responsible for seeing that all exterior doors and windows are locked, that the heat is turned down, if necessary, and that lights are turned off. Detailed instructions will be posted. The Security Manager may arrange for an owner-member to check common house and site security late in the evening.

## **C. COMMUNITY SECURITY**

1 All unit community side porch lights and lights above garage doors are connected through sensors at each building which will turn the lights on after dark automatically. This will be the main source of lighting on the site at night. Residents should insure that at least one-unit light per building is always operable.

2 Bicycles, toys and other property should not be left outside unattended, especially at night.

3 Residents should watch for strangers wandering around the site, and, if they feel comfortable doing so, offer to help or direct the stranger, and/or notify other residents of the situation.

4 It is recommended that unit doors, garage doors and carport storage doors be closed and locked unless the buildings are occupied.

5 Residents are requested to cooperate with a city-sponsored Neighborhood Watch program to be administered by the Security Manager.

# CASA VERDE CONDOMINIUM ASSOCIATION

## POLICY

### Noise

Adopted by CVCA Board Nov. 4<sup>th</sup>, 2002  
as agreed to by consensus by Colorado Springs  
Cohousing Community)

#### **GUIDING PRINCIPLES:**

- 1 This policy will be in effect until a person living in the community demands a more rigorous policy.
- 2 We should understand and respect our next-door neighbors' noise tolerance.
- 3 We should understand and respect the noise tolerance of the immediate vicinity neighbors.
- 4 We should understand and respect the entire community's noise tolerance.
- 5 If someone in the community is disturbed by the noise level produced by someone else, they should go and talk to them as soon as possible.

#### **RULES:**

In case of disputes regarding a specific incident, the parties involved may go to the arbitration committee for resolution. At the time of writing of this proposal, the arbitration committee is comprised of members of the board of directors of Casa Verde Condominium Association CVCA).

#### **RATIONALE:**

Some excerpts from our Values Statement Dec. 5<sup>th</sup>, 1999):

- We value trust. We are willing to trust each other and aspire to be trustworthy.
- We value conflict resolution that is nonviolent, positive, respectful and fair to all.
- We value kindness and respect in thought, word and action. We listen and strive to understand. We forgive mistakes.
- We value fun and good food.

# CASA VERDE CONDOMINIUM ASSOCIATION

## POLICY

### Work/Pay Maintenance

Adopted by CVCA Board June 22<sup>nd</sup>, 2011  
as agreed to by consensus by Colorado Springs  
Cohousing Community)

1 The CVCA dues for each residence will include \$30 per month January through December specifically devoted to property maintenance, for a total of \$360 per year. \$30 is the amount that we would be charged by a contract landscaper for one hour of labor for general maintenance on our landscape.)

2 Homeowners , that is, a person or persons who own a residence at CVC, can receive a \$15 per hour credit for maintenance work done up to a total of \$360 per 12 month period October 1<sup>st</sup> to October 1<sup>st</sup>). This amounts to 24 hours of work at the rate of \$15 per hour. This amount will be applied as a credit to the CVCA assessments dues) in November and/or December of each year. The credit will be applied first to the December assessment/dues and any balance of credit will be applied to the November assessment/dues. Thus if the homeowner has contributed 24 hours of property maintenance work during the 12 month period, the homeowner will have reduced dues in November and no dues in December. Each year will include work credits and assessments/dues for the twelve months October 1<sup>st</sup> to October 1<sup>st</sup>, with the credits applied to the subsequent November and/or December dues. Monies accumulated will be applied to hiring outside contractors to perform maintenance work in the subsequent year.

3 There will be a list in the common house with all the tasks eligible for work/pay credit, names of homeowners and months on it. The homeowners will be responsible for entering hours worked in the appropriate space on the chart during the month in which the work is done. In October the finance team will compute the credits to be applied to the November and December CVCA dues.

4 There are specific tasks which can earn credits. The criterion for determining which tasks will be eligible for credit is whether the task could be contracted to an outsider.

These tasks are to be performed under the detailed direction of an appropriate team and require signing up for the task through the Giant Chart/CVC work organization program. Participants must self-report hours worked on the monthly work/pay chart in the common house.

The tasks for credit are:

- Maintenance of the interior and exterior of the common house and workshop and equipment
- Maintenance of the exterior of all other CVC properties
- Maintenance of the playground equipment
- Maintenance of the sump pumps
- Snow removal and switching out the tractor for snow

All landscape tasks listed here exclude work done on the homeowner's LCE and extended yard.

- Mowing, trimming and clean up after mowing of turf grass
- Mowing, trimming and clean up after mowing of native grass
- Weeding the common areas
- Watering trees in common areas only as directed
- Raking leaves in common areas
- Trimming hedges, bushes and ornamental grasses in common areas
- Spreading mulch and other CVCA workday activities on common landscape, but not other work on a homeowner's LCE or extended yard
- Repairing irrigation
- Performing the booking duties of the CVCA treasurer
- Common house janitorial tasks

5 Homeowners who accumulate more than 24 hours of work for credit may "gift" excess hours/credits to other homeowners only by indicating such a gift, including the type of work done, on the work/pay chart. Work done by renters is not automatically credited to the homeowner; this can be part of the negotiation of the amount of rent between a homeowner and renter.

**Rationale:** We started as a cohousing community with the belief that we would all contribute as we were able to do so. Over the years it has become obvious that there is a great disparity in the way homeowners contribute to life at CVC. While contribution to the cohousing community is encouraged, it is optional; contribution to the care of the condominium cannot be optional because of the serious consequences such as reduction in our property values. We have to maintain our property, both the buildings and the landscape, just as we would if we owned a conventional single family home. We will either have to do the work ourselves or pay others to do the work. This proposal allows homeowners to choose how they will contribute to the maintenance of the property.

The responsibility is allocated to each home, not to each person, because maintenance of the property is a factor of home ownership.

# CASA VERDE CONDOMINIUM ASSOCIATION

## COMPLIANCE POLICIES

Adopted by CVCA Board Dec. 2<sup>nd</sup>, 2006

These policies were adopted to comply with recent changes to State of Colorado statutes regulating common interest communities. [Colorado Revised Statutes CRS) Title 38, Article 333]

### **1. ANNUAL AND SPECIAL MEETINGS OF OWNERS**

a. A secret ballot is required for contested elections of directors. A secret ballot is required for other votes upon the request of one or more owners.

b. For secret ballots for directors, the ballots must be counted by a neutral non-owner third party or a unit owner who is not a candidate nor a board member, who attends the meeting, and who is selected at random from a pool of two or more such unit owners. Vote totals must be reported without reference to names, addresses, or other identifying information of those voting.

### **2. CONFLICT OF INTEREST**

The Board of Directors is subject to the standards of the Colorado Revised Non-profit Corporation Act regarding conflict of interest in any Association financial or contractual matters that the Board is involved with. No Director may vote on or influence an Association contract, purchase, or other action in which that Director or his/her close relative or relative's spouse has a personal interest. No Director shall vote on or influence any unit Modification Request submitted by that Director.

### **3. EDUCATION OF OWNERS**

The Association will provide education to owners on an annual basis, usually at the annual owners meeting, about general operations of the Association and the rights and responsibilities of owners, the Association, and the Board under Colorado law. Tutorial material will also be posted on the community web site, [www.casaverde.us](http://www.casaverde.us) .

### **4. ASSOCIATION RECORDS**

The Association will maintain permanent records of actions taken by, and minutes of all meetings of, the owners, the Board, and any committee acting for the Board, which will be posted on the community web site. Insurance certificates and financial records, including budgets, assessments schedules, income statements and balance sheets will also be posted on the web site. Upon request, a printed copy of any of these records will be provided, at actual cost of printing, within five business days.

## **5. INVESTMENT OF RESERVE FUNDS**

Reserve funds will be invested only in Certificates of Deposit and bonds or bond funds rated AA or better. The Board is subject to non-profit fiduciary standards as to management of reserve funds.

CVCA will continue to maintain a regularly-updated management study of the Reserve fund and funding. This study will be updated every three years based on physical and financial analyses by the company providing the study. The update will be paid for out of the Reserve fund. The Board will evaluate annual contributions to the Reserve taking into account the study's recommendations, the current fiscal condition of the HOA including the Reserve, and homeowners' willingness to fund the Reserve.

## **6. CONDUCT OF BOARD OF DIRECTORS' MEETINGS**

Advance notice of Board meetings will be provided to owners by email and calendar posting. Agendas will be published by email at least three days before meeting date. Minutes of the meeting will be published within seven days after the meeting occurs. Board decisions are made by majority voting. Any owner may attend meetings of the Board of Directors and may speak on any issue being considered before the Board decides the issue. The Board may place reasonable time restrictions on such speeches.

## **7. PROCEDURES FOR ADOPTING AND AMENDING RULES, POLICIES AND PROCEDURES**

The Board may adopt or amend policies, rules and procedures which will not conflict with the Declaration, the Association bylaws, or any governmental statutes. Any owner may petition the board for the same.

## **8. FINANCIAL REVIEW**

The financial records of the Association shall be reviewed upon request of at least one-third of owners, or upon the discretion of the Board of Directors.

The review, using statements on standards for accounting and review services, shall be conducted by an independent and qualified person selected by the board. Such person need not be a certified public accountant. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The review report shall cover the association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting. Copies of the report will be made available to all owners within 30 days after completion by posting on the community web site.

## **9. INSURANCE**

Owners may file a claim directly against the Association's insurance, but only if the owner contacts the Board; and the owner gives the Association 15 days to respond, or gives the insurance agent reasonable opportunity to inspect the damage; and the subject matter of the claim falls within the Association's insurance responsibilities.

## **10. AMENDMENT OF DECLARATION**

The Declaration may be amended only upon written approval of at least 67% of owners.

# CASA VERDE CONDOMINIUM ASSOCIATION

## POLICY

### Sump Pump Inspections

Adopted by CVCA Board Oct. 22<sup>nd</sup>, 2013

1 The Board of Directors or its designee shall specify a 30 day period each year when all sump pumps will be inspected.

2 Pursuant to the Condominium Declaration paragraphs 36 and 98 every owner who has a sump pump in his/her basement is required to give access to the Board's designee to the basement for the purpose of inspection of the sump pump during that 30 day period.

3 Failure to do so will result in a fine in the amount of \$10 per day for each day after the end of the 30 day period specified for inspection of the sump pumps until access is given for inspection.

# CASA VERDE CONDOMINIUM ASSOCIATION

## REQUIRED INSURANCE COVERAGE RESOLUTION

Adopted by CVCA Board November 15<sup>th</sup>, 2023

The Declaration of the Casa Verde Condominiums requires that all owners purchase a Condominium Unit Owner's Policy (HO-6) with loss assessment coverage and personal liability coverage. See paragraph 71 of the Declaration attached.

Given that the Declaration was written in 2002, and given the increased cost of living and changes in the insurance industry regarding deductibles for condominium claims, the Board of Directors adopts the following resolution to further clarify paragraph 71, page 40 of the Declaration, as follows:

- 1) Each owner is required to have a minimum of \$50,000 of loss assessment coverage and \$25,000 of coverage for "Coverage A – Dwelling" in the event that the Association has an insurance claim which includes a significant deductible which will be shared by all the owners or in the event a claim arises under the Association policy regarding an individual unit and the Association elects to assess the deductible to the individual unit owner. This amount may be increased by the Board from time to time as circumstances warrant.
- 2) Each owner is required to have \$500,000 personal liability coverage.
- 3) Each owner is required to include the Casa Verde Condominium Association, 1355 Lindenwood Grove, Colorado Springs, CO 80907 as an additional named insured on the HO-6 policy.
- 4) All owners of record as of December 1, 2023 are required to deliver or cause to be delivered to the Secretary of the Association proof of an HO-6 policy consistent with paragraph 71 of the Declaration as clarified by this policy on or before January 1, 2024.
- 5) All subsequent owners are required to deliver or cause to be delivered to the Secretary of the Association proof of an HO-6 policy within 30 days of closing the purchase of the unit.
- 6) Failure to deliver proof of insurance which complies with this policy to the Secretary of the Association on or before January 1, 2024 or within 30 days of closing the purchase of the unit will result in a fine of \$10 per day until proof of insurance is delivered.

IN WITNESS WHEREOF, the undersigned certify that this resolution was adopted by the Board of Directors of the Association, at a duly called meeting, this 15th day of November, 2023.

THE CASA VERDE CONDOMINIUM ASSOCIATION, INC.,  
a Colorado nonprofit corporation,

By Angela Sullivan  
Its President

Attest:  
By Kurt Peters  
Board member

**THE CASA VERDE CONDOMINIUM ASSOCIATION  
COLLECTION POLICY**

Adopted 8/22, 2024

The following procedures have been adopted by The Casa Verde Condominium Association (the "Association") pursuant to C.R.S. § 38-33.3-209.5, at a regular meeting of the Board of Directors.

**Purpose:** To establish a uniform and systematic procedure for collecting Assessments and other charges of the Association, thus ensuring the financial well-being of the Association.

**Collection Philosophy:** All Owners are obligated by The Condominium Declaration of The Casa Verde Condominiums, as may be amended from time to time (the "Declaration") to pay all dues and Assessments in a timely manner. Failure to do so jeopardizes the Association's ability to pay its bills. Failure of Owners to pay Assessments in a timely manner is also unfair to other Owners who do. Accordingly, the Association, acting through the Board of Directors, must take steps to ensure timely payment of Assessments.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of Assessments and other charges of the Association:

1. Due Dates. The annual common expense Assessments, as determined by the Association's Board of Directors, and as allowed for in the Declaration and Colorado law, shall be due and payable monthly in equal installments due on the first (1<sup>st</sup>) day of each month. Special Assessments, individual purpose Assessments and reimbursement Assessments, if any, may be assessed or made from time to time by the Association in accordance with the Declaration and are due and payable as determined by the Board. All Assessments or other charges not paid to the Association when due shall be considered past due and delinquent.
2. Late Fees and Interest. The Association shall be entitled to impose a monthly late fee of ten dollars (\$10.00) on any Assessment or other charge not paid within fifteen (15) days of the due date. Additionally, any Assessment or other charge not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per year. All such fees and interest shall be due and payable immediately, without notice, in the manner provided for payment of Assessments.
3. Return Check Charges. A twenty-dollar (\$20.00) fee shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner of the property for which payment was tendered to the Association. If two or more of an Owner's checks are returned unpaid by the bank within any twelve (12) month period, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order.
4. Attorneys' Fees and Collection Costs on Delinquent Accounts. Subject to any limitations imposed by Colorado law, the Association shall be entitled to recover from an Owner its reasonable attorneys' fees and collection costs, including any costs of collection charged by the Association's management company, incurred in the collection of Assessments or other charges due, whether or not a lawsuit has been initiated against the Owner. The Association shall be entitled to recover its post-judgment and appellate attorneys' fees and costs incurred from an Owner.

5. No Offsets. No Owner may be exempt from liability for payment of any Assessment or other charge for any reason, including but not limited to, the abandonment of the property against which the Assessment or charge is made. All Assessments shall be payable in the amounts specified and no offsets or reduction shall be permitted for any reason including, without limitation, any claim that the Association or Board of Directors is not properly exercising its duties and powers under the Declaration.

6. Application of Payments Made to the Association. If an Owner owes both unpaid Assessments and unpaid fines, fees, or other charges and makes a payment to the Association, the Association shall apply the payment first to the Assessments owed and any remaining amount to the fines, fees, or other charges owed. The Association has the discretion to return any payment containing a restrictive endorsement or directing application of payments contrary to this provision.

7. Offer of Repayment Plan. In its Notice of Delinquency, described in section 8, below, and subject to the following requirements and conditions, the Association shall offer a repayment plan to any Owner and make a good faith effort to coordinate a repayment plan with the Owner:

- a. The repayment plan must allow the Owner the right to pay off the delinquency in monthly installments over a period of up to eighteen (18) months;
- b. The Owner may choose the amount to be paid each month of the repayment plan, so long as each payment is in an amount of at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00);
- c. An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan;
- d. No repayment plan need be offered if the Owner does not occupy the Unit and has acquired the Unit as a result of:
  - i. A default of a security interest encumbering the Unit; or,
  - ii. Foreclosure of the Association's lien;
- e. The Association is not required to offer a repayment plan or negotiate such a plan with an Owner who has previously entered into a payment plan with the Association;
- f. The Owner's failure to remit payment of at least three (3) monthly installments of an agreed-upon installment within fifteen (15) days of the due date, or to remain current with regular Assessments as they come due during the period of the repayment plan, constitutes a failure to comply with the terms of the repayment plan; and,
- g. The Association may pursue legal action against the Owner if the Owner fails to comply with the terms of the repayment plan.

8. Notice of Delinquency. After an installment of an Assessment or other charge owed to the Association becomes delinquent, and before the Association turns the delinquent account over to a collection agency or refers it to the Association's attorney for legal action, the Association shall cause a Notice of Delinquency to be sent to the Owner who is delinquent in payment. The Notice of Delinquency shall specify the following:

- a. a description of the steps the Association must take before it may take legal action against the Owner, including a description of the Association's cure process for covenant violations as specified in its policy governing enforcement;
- b. a description of what legal actions the Association may take against the Owner, including a description of the types of matters the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association;
- c. the total amount due, with an accounting of how the amount was determined;
- d. whether the total amount due concerns unpaid Assessments; unpaid fines, fees, or charges; or both;
- e. whether the delinquency concerns unpaid Assessments that may lead to foreclosure;
- f. whether an opportunity to enter into a repayment plan exists and the instructions for contacting the Association or its manager to enter into such a repayment plan;
- g. the name and contact information for the person the Owner may contact to request a copy of the Owner's ledger in order to verify the amount owed;
- h. that action is required to cure the delinquency and the specific action required to cure the default; and
- i. that failure to cure the delinquency within thirty (30) days may result in the delinquent account being turned over to a collection agency or the Association's attorney, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's Unit, or other remedies available under Colorado law.

The Association may send additional notices to the Owner, either before or after the Notice of Delinquency set forth in this section, for as long as amounts remain past due on the Owner's account. However, the Association is only required to send one (1) Notice of Delinquency as provided for in this section. The Notice of Delinquency shall be sent by certified mail, return receipt requested, and by U.S. regular mail to the property address unless the Owner has given notice, in writing, to the Association of an alternate address. The Association shall also send the Notice of Delinquency by two of the following means: text message to a cellular number the Association has on file because the Owner or designated contact has provided the number to the Association; by electronic mail to an e-mail address that the Association has on file because the Owner or designated contact has provided the address to the Association; and/or by telephone call (including leaving a voicemail message, if available) to a telephone number the Association has on file because the Owner or designated contact has provided the number to the Association. If known and available to the Association, the Association may consider any phone number or email address used by an owner in any transaction or correspondence related to the owner's property within the Association as contact information provided to the Association. The Association may charge the Owner an amount not to exceed the actual cost of the certified mail.

9. **Balance Letter.** On a monthly basis and by First-Class Mail and e-mail, if the Association has the Owner's e-mail address, the Association shall send each Owner who has any outstanding balance owed to the Association an itemized list of all Assessments, fines, fees, and charges that the Owner owes to the Association ("Balance Letter"). *If the Association has incurred, or will incur, attorneys' fees and costs*

***that have not yet been billed to the Association and added to the Owner's account, the Balance Letter shall indicate that the outstanding balance may not include all charges that have been or will be incurred and does not constitute a payoff.***

10. **Notices.** Except as otherwise provided herein, any notices shall be mailed to the Owner via regular U.S. mail at the property address unless the Owner has given notice, in writing, to the Association of an alternate address. The Association shall send the Notice of Delinquency, Balance Letter, and all other notices to the Owner in English and in any other language the Owner designates in a writing that the Owner mails to the Association by certified United States mail, return receipt requested. In addition, the Association shall mail the Notice of Delinquency, Balance Letter, and all other notices in English to any contact person the Owner designates in a writing that the Owner mails to the Association by certified United States mail, return receipt requested.

11. **Liens.** If payment in full of any Assessment or other charge is not received by the deadline stated in the Notice of Delinquency, the Association may cause a notice of lien to be filed against the property. The lien shall include Assessments, fees, charges, late charges, attorneys' fees, fines, interest, and other charges pursuant to C.R.S. § 38-33.3-316(1).

12. **Acceleration.** Failure to make payment within sixty (60) days of the due date of an Assessment shall cause the total amount of the Owner's common expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board of Directors pursuant to Section 5.6 of the Declaration.

13. **Referral of Delinquent Accounts.** After the deadline stated in the Notice of Delinquency has expired, the Association may, but shall not be required to, refer the delinquent account to its attorney or a collection agency for collection. An account may only be referred to an attorney or a collection agency if a majority of the Board of Directors votes to refer the matter in a recorded vote at a meeting conducted pursuant to C.R.S. § 38-33.3-308(4)(e). Upon referral to the attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Directors or the Association's managing agent, the attorney shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and *ex parte* appointment of a receiver of the Owner's property.

14. **Foreclosure of Lien.** Notwithstanding any provision of this policy to the contrary, and subject to any additional requirements imposed by Colorado law, the Association may only foreclose the lien if it has complied with all statutory prerequisites and:

- a. The balance of the Assessments and charges secured by the lien equals or exceeds six (6) months' worth of regular Assessments based on the periodic budget adopted by the Association;
- b. The Board of Directors has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Unit on an individual basis; and
- c. The lien does not consist only of fines that the Association has assessed against the Owner, and/or collection costs or attorneys' fees that the Association has incurred and that are only associated with fines.

The Association may commence a legal action and/or an action to initiate a foreclosure proceeding as provided herein against any Owner that fails to accept a repayment plan within thirty (30) days of the Notice of Delinquency. The Association may also commence a legal action and/or an action to initiate a foreclosure proceeding as provided herein against any Owner that accepts a repayment plan and fails to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due without further notice.

15. Waivers. Nothing in this policy shall require the Association to take specific action(s) other than as set forth herein and to notify Owners of the adoption of this policy. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Any such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances, except as may be prohibited by Colorado law.

16. Order of Remedies. Subject to the restrictions contained in the "Foreclosure of Lien" section above, the Association may pursue any actions or remedies including, but not limited to, actions for personal judgment, foreclosure, or receivership (on an *ex parte* basis or otherwise and for purposes of collecting the lien balance coming due to the Association both pre-judgment and post-judgment in any judicial proceeding), to collect amounts owed in any order.

17. Definitions. Capitalized terms not defined in this Policy are used as defined in the Declaration, as may have been amended.

18. Severability. If any provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.

19. Superseding Previous Policies. This policy shall replace and supersede any previous rules and regulations or policies of the Association addressing the collection of past due Assessments.

The Casa Verde Condominium Association

By: Angela Sullivan  
President

This Collection Policy was adopted by the Board of Directors on the 22 day of August, 2024, effective the 22 day of August, 2024, and is attested to by the Secretary of The Casa Verde Condominium Association.

Kenn Peten  
Secretary

**THE CASA VERDE CONDOMINIUM ASSOCIATION  
POLICY REGARDING CONDUCT OF MEETINGS**

Adopted *February*, 2024

The following procedures have been adopted by The Casa Verde Condominium Association (the "Association") pursuant to the provisions of C.R.S. § 38-33.3-209.5, at a regular meeting of the Board of Directors (the "Board").

**Purpose:** To establish a uniform and systematic protocol for conducting Association meetings, including Members' meetings and Board meetings; to ensure equitable participation by Members while permitting the Board to conduct the business of the Association; and to memorialize the circumstances under which the Board may convene into executive session.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing the conduct of Member meetings and Board meetings:

1. Members' Meetings. All Association meetings are open to every Member, or to any person designated by a Member in writing as the Member's representative, and Members or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings; except that at regular and special meetings of the Board, Members who are not Board members may only participate in deliberation and discussion as provided below.

2. Board Meetings. All regular and special meetings of the Board, or any committee of the Board, are open to attendance by all Members, or to any person designated by a Member in writing as the Member's representative. Except as provided below, Members who are not members of the Board may not participate in any deliberation or discussion unless and until expressly so authorized by a vote of the majority of a quorum of the Board.

3. Members' Right to Speak at Board Meetings. At Board meetings, before the Board takes formal action on an item under discussion, the Board shall permit Members, or their designated representatives, to speak. This is in addition to any other opportunities to speak that may be present on the agenda. The Board may place reasonable time restrictions on those persons speaking during any meeting. The Board shall permit a reasonable number of persons to speak on each side of an issue.

4. Agenda: Open Forum. All Association meetings, including committee meetings, meetings of the Board, and meetings of the Members, may be conducted by wholly electronic means as long as all parties participating may hear each other during the meeting, and in such case all parties participating are deemed present at the meeting. The President of the Board of Directors, and in his or her absence, the Vice President, shall chair all meetings. The agenda for all meetings shall follow the order of business specified by the Association's Bylaws, and if none, in accordance with the order of business determined by the Board. The agenda for Members' meetings may include a Member Open Forum during which any Member or Member's designated representative who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this policy. The agenda for Board meetings may include a Member Open Forum, subject however, to the Board's right to dispense with or limit the Member Open Forum at the Board's discretion.

5. Limits on Right to Speak During Open Forum. The Board shall have the right to determine the length of time of any Open Forum. The chair of the meeting may place reasonable limitations upon the time given to each Member seeking to comment, to allow sufficient time for as many Members as possible to comment within the time permitted. Unless otherwise determined by the chair, the time limit will be three minutes per Member. The chair shall, to the best of his/her ability, allocate time to each Member for comment so as to allow as many Members as possible to speak within the time permitted. Each Member

will only be allowed to speak more than once during Open Forum at the discretion of the Board. No Member may speak a second time until all Members wishing to speak have had an opportunity to speak once.

6. Sign-Up Sheets. A sign-up sheet will be made available to Members immediately prior to the meeting. Any Member wishing to comment at the ensuing meeting may add his/her name to the sign-up sheet. Subject to the remaining provisions of this policy, Members will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All Members wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak, time permitting.

7. Attorney-Client Privileged Communications. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

8. Recording of Meetings. Note taking is permitted. However, video or audio recording of all or any portion of any meeting by any Member, or their designated representative, is prohibited.

9. Member Conduct. No Member is entitled to speak until recognized by the chair. There shall be no interruption of anyone who has been recognized by the chair except by the chair. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chair and not other individual participants. All comments are to be restricted to the agenda item being discussed. Courteous behavior is mandatory.

10. Curtailment of Member Conduct. Should the chair determine that any Member has spoken for the allocated amount of time or longer, or determine that the Member is in violation of the provisions of this policy, the chair shall have the authority to instruct that Member to yield the floor, and that Member will be obligated to comply with the chair's instruction.

11. Disruptive or Unruly Behavior. If a Member refuses to stop talking after his/her allotted time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:

- a. The chair will issue an oral warning that if the Member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, either the meeting will be adjourned and/or law enforcement/security will be called to remove the Member.
- b. If the Member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the chair will call a recess and speak directly to the Member, reiterating that either the meeting will be adjourned and/or law enforcement/security will be called to remove the Member.
- c. If the Member still refuses to cooperate, the chair may choose whether to adjourn the meeting to another time and/or to call law enforcement/security.

12. Executive Session. Notwithstanding any other provision in this policy, the Board or a committee thereof may hold an executive or closed door session and may restrict attendance to Board members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of the Colorado Common Interest Ownership Act,

as amended from time to time, or other applicable law. The matters to be discussed at such an executive session are limited to:

- a. Matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
- b. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- c. Investigative proceedings concerning possible or actual criminal misconduct;
- d. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- e. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a unit owner and any referral of delinquency; and/or,
- f. Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the Board members convene in executive session, the chair shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above. No rule or regulation of the Board shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following an executive session.

13. Miscellaneous.

- a. Waiver. The Association's failure to enforce any provision of this policy shall in no event be deemed to be a waiver of the right to do so thereunder.
- b. Supersedes Prior Policy. This policy supersedes any other policy previously adopted by the Board addressing conduct at Board and Member Meetings.
- c. Severability. If any provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.
- d. Supplement to Law. The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.

The Casa Verde Condominium Association

By: Angela Sullivan  
President

This Policy Regarding Conduct of Meetings was adopted by the Board of Directors on the 22 day of February, 2024, effective the 22 day of February, 2024, and is attested to by the Secretary of The Casa Verde Condominium Association.

Kimo Peters

Secretary

**THE CASA VERDE CONDOMINIUM ASSOCIATION  
COVENANT ENFORCEMENT POLICY**

Adopted February, 2024

The following procedures have been adopted by The Casa Verde Condominium Association (the "Association") pursuant to the provisions of C.R.S. § 38-33.3-209.5, at a regular meeting of the Board of Directors.

**Purpose:** To adopt a policy setting forth procedures for the enforcement of the Association's restrictive covenants and rules.

NOW, THEREFORE, IT IS RESOLVED that the Association adopts this Covenant Enforcement Policy ("Policy") for the enforcement of the Association's restrictive covenants and rules:

**I. General Provisions**

1. **Power.** The Board of Directors (the "Board") has the authority to hear and make decisions regarding alleged violations and written complaints filed with the Board and impose fines or other sanctions pursuant to this policy. The Board may determine enforcement action on a case-by-case basis in the exercise of its reasonable business judgment and consistent with the law, and take other actions as it may deem necessary and appropriate to assure compliance with The Condominium Declaration of The Casa Verde Condominiums, as may be amended from time to time (the "Declaration"), the Association's Articles of Incorporation, Bylaws, and rules and regulations (collectively the "Documents") promulgated thereunder and to further the Documents' purposes.
2. **Other Enforcement Remedies.** These enforcement procedures may be in addition to other specific remedies outlined in the Documents. The Association is not required to follow these enforcement procedures before seeking remedies that do not include the levying of fines or bringing legal action against an Owner. The Association may seek assistance with towing and from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.
3. **Responsibility for Actions of Tenant or Guest.** Owners are responsible for the actions of their tenants and guests. If an Owner's tenant or guest violates the Documents and a fine is imposed, the fine shall be assessed against that Owner.
4. **Reporting Violations.** An Owner may report a violation of the Documents by filing a written complaint with the Association's Board or community association manager. In addition to acting upon a complaint by an Owner, the Board or community association manager, upon their own discovery of an alleged violation of the Documents, may initiate these enforcement procedures upon a reasonable determination that a violation has been committed. All complaints shall be maintained with the Association's records relating to the Unit associated with the complaint, but are not records that the Association must produce under C.R.S. § 38-33.3-317. The written complaint by an Owner reporting a violation shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location, and persons involved. While the Association will not accept anonymous complaints, the Association is not obligated to disclose the identity of the complaining party unless otherwise required by law.
5. **Impartial Decision-Maker.** The Association shall rely upon an impartial decision maker for all decisions concerning potential violations. An impartial decision maker is a person or group of persons who do(es) not have any direct personal or financial interest in the outcome. A decision maker will not be

deemed to have a personal or financial interest in the outcome, if the outcome will not cause the decision maker any greater benefit or detriment than the community's general membership.

6. General Notice Requirements. If the Association determines that a Unit Owner or someone acting through them has violated the Documents, the Association shall send the Unit Owner a Health & Safety Notice, as described in section 10, below, *or* a Notice of Violation, as described in section 15, below. All notices must be in English and in any language the Unit Owner ("Respondent") has indicated a preference for pursuant to C.R.S. § 38-33.3-209.5(1.7)(a)(1). In addition, all notices must include (a) the details of the complaint, or include a copy of the complaint; (b) the action or actions that may be taken by the Association in response to the alleged violation, including the interval upon which fines may be imposed if the violation is continuing in nature and the time after which the Association may commence legal action to obtain compliance; (c) the action or actions required to cure the alleged violation; (d) the Respondent's right to be heard, either orally or in writing; and (d) the process to request and schedule an in-person hearing.

7. Additional Notices. The Association may send additional notices to the Respondent, either before or after the notices specifically set forth in this policy.

8. Confirmation of Cure. Once the Respondent cures a violation, the Association shall notify the Respondent that the Respondent will not be further fined with respect to that specific violation and of any outstanding fine balance that the Respondent owes to the Association.

## **II. Health and Safety Violations**

9. Definition. Health and safety violations are those violations that have the potential to affect a person's mental or physical condition and circumstances likely to cause danger, risk, or injury to people, pets, or property. These violations may include, but are not limited to: noise violations; fire hazards; hoarding; infestations of insects, mice, rats, or other vermin; short-term rental violations; parking violations; structural, electrical, or plumbing alterations; harassment; and violations of local, state, or federal law intended to protect public health and safety.

10. Notice of Health & Safety Violation. If the Association reasonably determines that a health and safety violation has occurred, it shall send a notice ("Health & Safety Notice") to the Respondent that meets the requirements set forth in section 6, above, and demands the Respondent cure the violation within 72 hours of receiving the Health & Safety Notice or face fines, legal action, or both. The Health & Safety Notice shall also state that if the Respondent fails to cure the violation within the initial 72-hour compliance window, the Association may then assess fines for the ongoing violation every other day. If possible, the Association shall send the Health & Safety Notice to the Respondent by email, to the email address provided by Respondent to the Association. If Respondent has not provided the Association with an email address, the Association shall send the Health & Safety Notice by regular U.S. Mail, and may also send it by certified mail, return receipt requested, or by posting it at the Unit. The Health & Safety Notice shall include the fine schedule set forth in section 12, below. In addition, the Health & Safety Notice shall inform the Respondent that they may appeal any fine by submitting a written request for a hearing within 14 days of the date the Association issues the Health & Safety Notice.

11. Inspection. The Association shall inspect to see whether the Respondent has cured the health and safety violation as soon as practicable after the 72-hour cure period has passed. If the Respondent has failed to cure the violation, the Association may impose fines on the Respondent in accordance with section 12, below.

12. Fines for Health & Safety Violations. If the Respondent fails to cure a health and safety violation within 72 hours of receiving the Health & Safety Notice, the Association may fine the Respondent as frequently as every other day for ongoing or repeated violations according to the following fine schedule:

<u>Fines for Discrete Violations</u>	<u>Fine Amount</u>
First Violation	\$500.00
Second Violation	\$750.00
Third & Subsequent Violations	\$1,000.00

13. Request for Hearing. Respondents may request a hearing regarding any fine for a health and safety violation by submitting a written request to the Association within 14 days of the date the Association issues the Health & Safety Notice or assesses a fine for the violation assigned in the Health and Safety Notice. The hearing shall comply with the procedures set forth in section 21, below.

14. Commencement of Legal Action. If the Association determines that Respondent has failed to cure a health and safety violation within the 72-hour cure period, the Association may commence legal action in accordance with section 23, below.

### **III. Regular Violations**

15. Notice of Violation. If the Association reasonably determines that a violation of the Documents has occurred, and it is not a health and safety violation as defined above in section 9, the Association shall send a notice to the Respondent (“Notice of Violation”) that meets the requirements set forth in section 6, above, as well as this section. The Association shall send the Notice of Violation by certified mail, return receipt requested, as well as by prepaid, first-class United States mail, addressed to the Respondent’s mailing address appearing on the Association’s records. The Association may also send the Notice of Violation to any electronic mail address on file with the Association and provided by the Respondent. The Notice of Violation shall advise the Respondent that they have 30 days to cure the violation (“First Cure Period”) which commence on the date the Association issues the Notice of Violation and shall further provide for a second consecutive 30-day cure period (“Second Cure Period”) in the event the violation is not cured within the First Cure Period.

The Notice of Violation shall include the fine schedule set forth in section 18, below, and inform the Respondent that if they fail to cure the violation within the First Cure Period or Second Cure Period, the Association will assess one or more fine(s) in accordance with the schedule.

Further, the Notice of Violation shall inform the Respondent that if they cure the violation within the First Cure Period or Second Cure Period, they may provide the Association with written notice of the cure (“Notice of Cure”) and that if the Notice of Cure includes visual evidence that the violation has been cured, the violation is deemed cured as of the date the Respondent sends the notice.

Finally, the Notice of Violation shall inform the Respondent that they may submit a written request for an in-person hearing within 14 days of the date the Association sends the Notice of Violation or assesses a fine for the violation described in the Notice of Violation.

16. Notice of Cure. If the Respondent cures the violation within any Cure Period, the Respondent may send the Association a written Notice of Cure. If the Respondent includes visual evidence that they have cured the violation, the violation is deemed cured on the date the Respondent sends the notice. If the Respondent does not provide visual evidence with their Notice of Cure, the Association shall inspect for compliance as soon as practicable after receiving the Notice of Cure.

17. Inspection. The Association shall inspect Respondent’s property within seven days after expiration of each Cure Period and shall notify the Respondent if the violation remains uncured and whether any fine has been assessed. If a violation has not been cured within the First Cure Period or Second Cure Period, regardless of any notice provided or hearing requested by the Respondent, the Association may assess a fine as provided in this Policy.

18. Fines for Regular Violation. Fines may be levied by the Board or the impartial decision maker for regular violations of the Documents as follows:

<u>Fines for Discrete Violations</u>	<u>Fine Amount</u>
First violation (Notice of Violation)	\$50.00
Second violation	\$200.00
Third violation	\$250.00

19. Request for Hearing. Respondents may request a hearing to appeal any fine for a regular violation by submitting a written request to the Association within 14 days of the date the Association issues the Notice of Violation or assesses a fine for the violation described in the Notice of Violation. The hearing shall comply with the procedures set forth in section 21, below.

20. Commencement of Legal Action. If the Association determines that Respondent has failed to cure a regular violation within the Second Cure Period, the Association may commence legal action in accordance with section 23, below.

#### **IV. Hearing Procedure**

21. Hearing to Appeal Fines. If a Respondent timely requests a hearing regarding a fine, the Association shall schedule a hearing and provide the Respondent with written notice of date and time at least 7 days in advance. The Board may grant continuances for good cause. Each hearing shall be held by the Board or another impartial decision maker appointed by the Board. The Board or the impartial decision maker may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit it to reach a just decision. The Respondent is required to attend the hearing and may present relevant evidence. If the Respondent fails to attend the hearing, Respondent will be deemed to have waived their right to appeal the fine(s) in question and the Association shall not be required to provide Respondent with any further notice regarding such fines. Any interested party may present relevant evidence at the hearing. Any decision by the Board or the impartial decision maker shall be fair and reasonable taking into consideration all the relevant facts and circumstances.

22. Decision on Fine Hearing. The Board or other impartial decision maker shall render its decision on whether to rescind the fine(s) in question based on the information contained in the complaint, evidence presented at the hearing (if any), and the Respondent’s written response (if any), and considering all the relevant facts and circumstances. If the Board does not inform the Respondent of its decision at the time of the hearing, Board will provide a written notice of the decision to the Respondent’s address of record via regular U.S. mail within five (5) business days after the decision is made.

#### **V. Commencement of Legal Action**

23. Commencement of Legal Action. The Association is not required to impose fines before seeking to enforce the Documents by taking legal action, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief, damages, or both. However, the Association shall not

commence legal action for a health and safety violation until it has confirmed, through inspection, that the Respondent has failed to cure the violation within 72 hours of receiving the Health & Safety Notice. Similarly, the Association shall not commence legal action against the Respondent for a regular violation until the Association has confirmed, through inspection, that Respondent has failed to cure the violation before the end of the Second Cure Period.

24. Liability for Attorney's Fees, Costs, and Damages. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding or correspondence under this Policy. If a violation involves damage to Association property, the Association may charge the Respondent for the costs of repair or replacement.

25. Lien. Fines imposed pursuant to this Policy shall become an Assessment imposed against the record Owner's real estate and enforceable as provided in the Declaration; fines are part of the Association's lien but are not subject to a foreclosure action.

## **VI. Alternative Remedies**

26. Suspension of Privileges. In addition to levying fines, and without limiting the Association's remedies under the Documents, the Board may suspend membership privileges, which may include, but shall not be limited to, suspension of access to Association amenities and suspension of voting privileges, and impose other sanctions in accordance with the Documents and applicable Colorado law. The Association is not required to follow the procedures set forth in this Policy to suspend membership privileges and instead may follow other procedures specified in the Documents for such suspension. If the Documents do not specify procedures for suspension of privileges or state conditions for when procedures are automatically suspended, the Association shall provide reasonable notice and opportunity for a hearing prior to the suspension of privileges. The Board may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation and for up to 60 days thereafter, unless such violation is a continuing violation, in which case such suspension may continue for as long as such violation continues and for up to 60 days thereafter. However, nothing in this section shall require notice and an opportunity for the suspension of voting privileges if the Documents do not require a hearing.

27. Owner-to-Owner Enforcement. Individual Owners have the right to enforce the Documents against other Owners and are not bound by the procedural and notice requirements imposed on the Association by C.R.S. § 38-33.3-209.5. Consequently, certain types of violations may be best handled through Owner-to-Owner legal action.

28. Governmental Enforcement. If a violation of the Documents also constitutes a violation of local, state, or federal law, the Association may request that the applicable governmental entity enforce that law.

## **VII. Miscellaneous**

29. Waiver. The Association's failure to enforce any provision of this policy is never a waiver of the right to do so thereafter.

30. Communications. Any Owner may provide the Association with written notice of any additional designated contact for correspondence and notices, as well as any language other than English that the Owner prefers for correspondence and notices by Certified Mail, Return Receipt Requested, and electronic mail to the address used by the Association for receipt of complaints. The Owner is responsible for all costs incurred by the Association in providing notices and translations as provided herein.

31. Severability. If a provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.

32. Supersedes Prior Policy. This policy supersedes any other policy previously adopted by the Board addressing the enforcement of the Association's restrictive covenants and rules.

The Casa Verde Condominium Association

By: Angela Sullivan  
President

This **COVENANT ENFORCEMENT POLICY** was adopted by the Board of Directors on the 22 day of February, 2024, effective the 22 day of February, 2024, and is attested to by the Secretary of The Casa Verde Condominium Association.

Kurt Ritter  
Secretary