

# CASA VERDE CONDOMINIUM ASSOCIATION

## CONSOLIDATED POLICIES AND RESOLUTIONS

Latest Revision: 15 November 2023

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 Minor editing of some of the original documents was done to create a uniform style, and to remove ambiguities and outdated references.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

- 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

## Resolution Regarding

### Policy and Procedures for Collection of Unpaid Assessments

Adopted by CVCA Board May 18<sup>th</sup>, 2015, effective June 1<sup>st</sup>, 2015  
Complies with the requirements of HB 1276, passed by the  
Colorado legislature in 2013, effective Jan. 1<sup>st</sup>, 201

**ASSESSMENTS:** CVCA assessments are due on the first of each month. An assessment is considered late if it is paid after the 15th of the month.

**CALCULATION OF ASSESSMENT:** The assessment amount depends on 1) the square footage of the unit, 2) the number of carports or garages associated with that unit, and 3) 1/34 share per unit. The assessment schedule for all 34 CVCA units for the upcoming calendar year is sent by the Treasurer to all Owners before the December homeowners meeting, with a request that an Owner notifies the Treasurer immediately regarding changes re carports and garages. Barring any such changes, that schedule determines the assessment amount the Owner is required to pay CVCA each month of the following year.

**CHANGES IN GARAGES OR CARPORTS:** Such changes require Board approval. At the time of any such change, the Treasurer will update the assessment schedule accordingly for each of the two involved units, to take effect on the 1st of the month following the change.

**PENALTIES FOR FAILURE TO PAY ASSESSMENTS/PAYMENT PLANS:** In order to collect assessments, the Board of Directors may use any and/or all of the following penalties including, but not limited to: imposition of late fees and interest, imposition of a lien, restriction re the use of common facilities, denial of the right to vote, use of a collection agency, filing of a lawsuit, garnishment of wages, foreclosure on the property and/or receivership.

**PRIOR TO ANY ACTION BEING TAKEN,** the Treasurer, or authorized agent, will send to the Owner a written notice specifying:

- 1) The total amount of the arrearage, with an accounting of how the total arrearage was determined;
- 2) Whether the opportunity to enter into a payment plan exists and instructions for contacting the association to enter into the payment plan;
- 3) The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger to verify the amount of the debt; and
- 4) What action is required to cure the delinquency and failure to do so within 30 days may result in the account being turned over to a collection agency, a lawsuit being filed against the Owner, the foreclosure of a lien against the Owner's property and other remedies available under Colorado law.

**PENALTIES FOR FAILURE TO PAY ASSESSMENTS/PAYMENT PLANS:** In order to collect assessments, the Board of Directors may use any and/or all of the following penalties, including but not limited to: imposition of late fees and interest, imposition of a lien, restriction of use of common facilities, denial of the right to vote, use of a collection agency, filing of a lawsuit, garnishment of wages, receivership and/or foreclosure on the property. Each individual foreclosure must be approved by the Board of Directors via resolution and vote of the Board recorded in the minutes of the meeting at which the vote was taken. Foreclosure will be considered as a penalty when the delinquency equals or exceeds six months of common expenses based on a periodic budget adopted by the Association.

**LATE FEES/INTEREST:** A late fee in the amount of \$10 will be charged for a payment made after the 15th of the month in which the assessment is due. In addition, interest at the rate established by the Board will be charged on all unpaid assessments.

**ONE-TIME EXCEPTIONS:** For Owners who are current in their assessments, arrangements initiated by the Owner in advance can be made with the Treasurer, or authorized agent, for a late payment, without late fees. If payment is not made within 30 days, the full charges will be applied.

**RETURNED CHECK FEE:** A fee of \$20 will be charged for each returned check.

**PAYMENT PLANS:** If a delinquent Owner's account balance exceeds one month of current assessments, the Owner is entitled to enter into a payment plan which complies with the following requirements.

### **PAYMENT PLAN REQUIREMENTS**

All regular assessments must be made on time.

The arrears, to include all late fees and interest established by the Board, all legal costs related to the arrearage, and all other fees to which CVCA is entitled, will be divided into equal payments for a minimum of 6 months, with updates of interest if necessary.

Only one payment plan per Owner per instance of arrears will be approved. An instance of arrears means the total of unpaid assessments at the time of payment plan being offered by the Treasurer, or the authorized agent. The Treasurer, or authorized agent, is authorized to approve payment plans of up to 6 months' duration.

The Treasurer, or authorized agent, will submit payment plans which exceeds 6 months in duration to the Board for approval.

Owners may pay all amounts owing to CVCA at any time, thus ending the payment plan and all restrictions and/or penalties.

## **LIENS**

### **Conditions under which CVCA shall pursue Lien actions:**

At the time that any Owner's overdue account exceeds 3 months of current assessments.

### **Actions of the Treasurer or his/her designated agent):**

The Treasurer shall send a copy of this Policy as advance notice to any Owner whose account has become 45 days overdue.

In addition, prior to action being taken, the Treasurer, or authorized agent, will send to the Owner a written notice specifying: 1) The total amount of the arrearage, with an accounting of how it was determined; 2) Whether the opportunity to enter into a payment plan exists and instructions for contacting the Association to enter into the payment plan; 3) The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger to verify the amount of the debt; 4) What action is required to cure the delinquency and failure to do so within 30 days may result in the account being turned over to an attorney or to a collection agency, a lawsuit being filed against the Owner, the appointment of a receiver, the fling and foreclosure of a lien against the Owner's property, and other remedies available under Colorado law including revocation of the Owner's right to vote at Association meetings; and 5) Payments received will be applied first to all accumulated late fees, legal fees, fines and interest, and then to principal.

Note: This procedure in no way restricts the Board from the collection of overdue amounts as provided in the Condominium Declaration or other sections of this policy.

**RESTRICTION RE USE OF COMMON FACILITIES:** This provision describes the restriction of the defaulting Owner from access to all common facilities, that is, the common house and the workshop building.

Owners in arrears in assessment payments for longer than 3 months of current assessments are subject to the restrictions outlined below. When the Owner pays the outstanding balance in full, common facility privileges will be restored.

A letter will be sent to the Owner by the treasurer, or authorized agent, after consultation with the Board stating that the Owner is restricted from accessing the common house and the workshop building (workshop, exercise and garden storage rooms). This restriction will apply to all residents of the unit. When the restriction is in place, the Owner may enter the common house for only two reasons: 1) to have access to his/her mail and 2) to attend meetings of the Board of Directors. The Owner may not enter the workshop building. The right to notice and a hearing pursuant to Board policy and the Declaration will be included in the letter to the Owner.

In the event the defaulting Owner enters into a payment plan with the Association treasurer and makes every payment from the date of the commencement of the payment plan as well as every regular monthly assessment for a period of 3 months, then the restriction on the use of the common facilities may be lifted.

If there is a subsequent default in paying either the regular assessment or the agreed payment on the amount in arrears, the full restriction will again be in force and will not be lifted until all assessments due are paid in full.

If the Owner or someone residing in the unit violates the restriction on access to the common facilities, all Owners of the Casa Verde Condominium Association and residents of CVCA will be notified of the restriction by email.

The Board retains the right to consider modification of the policy re restriction re use of common facilities.

**DENIAL OF THE RIGHT TO VOTE:** Owners who are not in good standing, that is, are in arrears in payment of assessments, shall not be allowed to vote at Owners' meetings. The right to vote shall be given to the Owner by letter 14 days prior to the Owners' meeting. If an Owner has entered into a payment plan and is fully compliant with the payment plan, then the Owner shall be considered in good standing.

**SERVICE FEES:** In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.

**ADDITIONAL INFORMATION TO OWNERS:**

Due Date Date payment due	1st day of the month due
Past Due Date Date payment is late if not received on or before that date	One day after the Due Date
First Notice Notice that late charges and interest have accrued, required disclosures of the Association and the availability of a payment plan if applicable	30 days after Due Date
Second Notice Notice that late after -Due-Date charges and interest have accrued, notice of intent to file lien	Any time after 60 days
Lien Filed Notice Notice that lien filed after Due Date and account to be turned over to attorney Demand	Any time after 90 days

letter sent to Owner

**Use of certified mail/regular mail:** In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause to be sent, but shall not be required to send, an additional copy of that letter or notice by certified mail.

**Bankruptcies and Foreclosures:** Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, the manager shall notify the Association's attorney of the same and turn the account over to the Association's attorney if appropriate.

**Referral of Delinquent Accounts to Attorneys:** Upon referral to the Association's 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. The attorney, in consultation with the manager, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:

Filing of a suit against the delinquent Owner for a money judgement;

Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors;

Filing necessary claims, documents, and motions in court in order to protect the Association's interests; and

Filing of a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

**Appointment of a Receiver:** The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, which manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.

**Rental Interception:** The Association may, without court order, notify the tenant of any unit where the Owner is delinquent in the payment of assessments, pursuant to the Declaration and Colorado law, that rents shall be paid to the Association effective immediately and continue until such time as the Owner's account is current. Such notice shall be in writing to the tenant and the Owner. All funds received by the Association from the tenant shall be credited to the Owner's account as set forth herein.

**Judicial Foreclosure:** The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgement. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgement lawsuit has been or is likely to be unsuccessful or other

circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by the Board of Directors via resolution of a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

**Waivers:** 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 shall determine appropriate under the circumstances.

**Communication with Owners:** All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

**Communication by Owners:** Owners may communicate with the Association in any manner they choose including email, text, fax, phone or in writing when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.

**Defenses:** Failure of the Association to comply with any provision in this policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this policy.

**Credit Report:** In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.

**Definitions:** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

**Supplement to the Law:** The provisions of this Resolution 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 Project.

**Deviations:** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

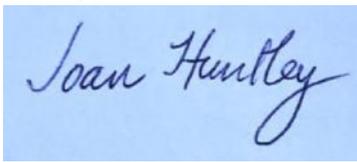
**Amendment:** This Policy may be amended from time to time by the Board of Directors.

**Effective Date:** This Policy will take effect on June 1<sup>st</sup>, 201 All previous Policies are rescinded and replaced by this consolidated Policy.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of the Association, at a duly called and held meeting of the Board on May 18<sup>th</sup>, 2018 In witness thereof the undersigned has subscribed her name.

By: Marjorie Wholey  
Its: President

ATTEST:



By  
Board member

# 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

### Visitor Attendance at Board Meetings

Adopted by CVCA Board Mar. 13<sup>th</sup>, 2013

The Board of Directors invites all homeowners and other visitors to attend the meetings of the Board, except those closed for an executive session see below).

In order to ensure that homeowners are able to make their views on an issue known to the Board, the president or other presiding officer) will give homeowners an opportunity to make a statement prior to the Board making a decision on an issue.

All non-Board members are asked to comply with the following norms of behavior during the meeting.

- 1 Do not speak until you are recognized by the president or other presiding officer.
- 2 While the Board is conducting business, please do not interrupt the deliberations of the Board. Non-Board homeowners should not expect to participate in Board deliberations.
- 3 Prior to the Board taking formal action on an issue after a motion is made and seconded), a reasonable number of homeowners will be allowed to speak for and against the issue.
- 4 Be respectful of the fact that other homeowners may wish to speak and do not monopolize the floor or take up unnecessary time.
- 5 Please do not interrupt someone who is speaking.
- 6 Please do not repeat issues which have already been addressed by someone else.
- 7 Any homeowner who attends a Board meeting may request a change to the subsequent minutes of that meeting, by submitting a written communication to Board members. If the change is not subsequently incorporated into the minutes, the requested change shall be attached to the final approved minutes as an addendum.

When the Board goes into executive session, all those who are not members of the Board should leave the meeting. The Board will go into executive session to discuss the following issues pursuant to C.R.S 38-333308 :

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;
- F) Review of or discussion relating to any written or oral communication from legal counsel.

# 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

## POLICY

### Right of Hearing and Notice

Adopted by CVCA Board May 20<sup>th</sup>, 2014

In the event that the Board is considering a violation of a Board policy or of an element of the Declaration by an owner or resident, which could result in a fine or other penalty, notice will be given to the owner by email of his/her opportunity for a hearing with the Board prior to the imposition of any penalty or fine.

Reference: The Bylaws of the Casa Verde Condominium Association, Article **1**

# 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