

**LITTLE ELK CREEK VILLAGE HOME OWNERS ASSOCIATION
POLICY REGARDING RENEWABLE ENERGY GENERATION DEVICES AND ENERGY EFFICIENT
MEASURES**

As adopted August 9, 2023

The following Policy Regarding Renewable Energy Generation Devices and Energy Efficient Measures was adopted by the Board of Trustees of the Little Elk Creek Village Home Owners Association (“Association”), at a regular meeting of the Board of Trustees.

WHEREAS, the Board of Trustees of the Association has the authority to adopt this Policy, pursuant to C.R.S. § 38-33.3-302(1)(b), C.R.S. § 38-30-168, and C.R.S. § 38-33.3-106.7;

WHEREAS, the purpose of this Policy is to establish reasonable and uniform procedures for the installation, maintenance, and leasing of Renewable Energy Generation Devices and Energy Efficient Measures within the Association, consistent with the provisions of C.R.S. § 38-30-168, which limits regulations on these Devices on real property, and consistent with C.R.S. § 38-33.3-106.7, which limits regulations on energy efficiency measures within community associations; and

WHEREAS, the Board of Trustees of the Association believes that it is in the Association’s best interests to adopt this Policy;

NOW, THEREFORE, the Board of Trustees adopts the following Policy:

1. Definitions. As used in this Policy:

- a. **Renewable Energy Generation Device (“REG Device”)** means either:
 - i) “a solar collector or other device or a structural design feature of a structure which provides for the collection of sunlight and which comprises part of a system for the conversion of the sun’s radiant energy into thermal, chemical, mechanical, or electrical energy” (C.R.S. § 38-32.5-100.3 (2)); or
 - ii) “a wind-electric generator that meets the interconnection standards established in rules promulgated by the Public Utilities Commission” (C.R.S. §38-30-168(1)(b)(2)).

Other types of renewable energy, such as hydropower, geothermal, biomass or fuel cells, are not addressed by this Policy.

- b. **Energy Efficient Measure (“EE Measure”)** means “a device or structure that reduces the amount of energy derived from fossil fuels that is consumed by a residence or business located on the real property” as defined in C.R.S. § 38-33.3-106.7(1), but includes only the following types of devices or structures:

- an awning, shutter, trellis, ramada, or other shade structure that is marketed for the purpose of reducing energy consumption;
- a garage or attic fan and any associated vents or louvers;
- an evaporative cooler;
- an energy-efficient outdoor lighting device, including without limitation a light fixture containing a coiled or straight fluorescent light bulb, and any solar recharging panel, motion detector, or other equipment connected to the lighting device; and
- a retractable clothesline.

c. Any other term not defined in this Policy shall have the same definition as it does in the Declaration of Protective Covenants of the Association (the “Declarations”).

2. Prohibited Installations. No REG Device or EE Measure may be installed or located on property that is owned by another person, except with the advance written permission of that person. No REG Device or EE Measure may be installed or located by any Owner on any part of the Common Areas.

3. Design Review Application and Agreement.

a. Before installing any REG Device or EE Measure, an Owner must first submit an application to the Association and receive approval for an exterior alteration, according to the procedure provided in Paragraphs 18-29 of the Declarations and in any Policies, Procedures, Rules or Regulations concerning exterior alterations. For all permanent installations of REG Devices or EE Measures, the Owner must sign the “Renewable Energy Generation Device/Energy Efficiency Measure Installation Agreement” attached to this Policy as Appendix A and include it with the application. Any tenant who wishes to install any REG Device or EE Measure must have written permission of the Owner of the rented property, and the Owner, not the tenant, must sign the Installation Agreement.

b. The Association shall review any complete Design Review Application within sixty (60) days of receiving the Owner’s fully completed Design Review Application. If the Association fails to deny the Design Review Application or return the Design Review Application to the Owner with a request for modifications within sixty (60) days of receipt of the Owner’s fully completed Design Review Application, then the Design Review Application is deemed approved. If the Association denies the Owner’s Design Review Application, then the Association shall describe the reasons for the denial in reasonable detail.

4. Association Approval Conditions - General. The Association may impose the following approval conditions on the installation or location of any REG Device or EE Measure:

a. Compliance with all provisions in the Declarations, including, without limitation, Paragraphs 18-29 of the Declarations;

b. Compliance with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons or property, including

but not limited to requiring installation by certified or approved contractors, vendors or electricians if appropriate;

c. Compliance with the Board's reasonable aesthetic and design provisions governing the dimensions, placement, and external appearance of a REG Device or EE Measure. In establishing reasonable aesthetic conditions, the Board or its committees will comply with the requirements of C.R.S. § 38-33.3-106.7 by establishing reasonable aesthetic conditions that do not increase the cost of the REG Device or EE Measure by more than ten percent (10%) or decrease the performance of the REG Device or EE Measure by more than ten percent (10%). Specifically, the conditions of approval may include, but are not limited to, requiring the REG Device or EE Measure:

- not to have a materially adverse effect on the exterior structure, beneficial use, or operation of any other property within the Association's boundaries;
- not to interfere with or impede the use of any Common Area;
- to be located so as to minimize its exposure when viewed from the Common Areas, the street, or any other property within the Association's boundaries;
- to be painted or colored so as to closely match or blend with the surrounding residences or landscaping, including all pipes, panels, cables, service lines and related apparatus, and
- to be screened from the view of other properties, Common Areas or streets;

d. Compliance with all Policies, Procedures, Rules, Regulations or Guidelines concerning exterior alterations.

5. Association Approval Conditions – Specific Devices/Measures. The Association may impose the following approval conditions on the installation or location of the following specific REG Devices or EE Measures so long as imposition of the following approval conditions do not increase the cost of the REG Device or EE Measure by more than ten percent (10%) or decrease the performance of the REG Device or EE Measure by more than ten percent (10%):

a. Solar Energy Devices must be installed flush with the roof unless to do so will have the effect of prohibiting the collection of solar energy. All solar panel glazing shall be bronze, red/brick, or black – no white or clear glazing shall be allowed. The total number of solar panels and other apparatus installed shall not cover more than 75% of any given roof section.

b. Wind-electric Generators must be located in areas that reduce as much as possible any interference with the use and enjoyment of property near the device resulting from the sound associated with the device, in addition to aesthetic considerations.

c. Solar Shades and Shutters. Each window must have its own shade or shutter, and all windows on the same elevation must be covered if any one window is covered. Housing, tracks, cables or other mechanisms must be concealed behind trim as much as possible, or

otherwise designed so as to blend with the exterior of the building. Window and trim style and shape must be maintained consistently with the rest of the building.

6. Owner's Responsibilities. Upon receiving approval to install a REG Device or EE Measure, an Owner has the following responsibilities:

a. Installation. For installation of an REG Device the Owner must engage the services of a duly licensed, insured and registered electrical contractor familiar with the installation and code requirements of the Device selected. The Owner also must obtain all necessary permits and governmental authorizations for the installation.

b. Insurance. Prior to installing an REG Device, the Owner must provide to the Board a certificate of insurance naming the Association as an additional insured on the Owner's liability insurance policy for any claim related to the installation, maintenance, or use of the Device. This insurance must be maintained so long as the REG Device is in place, and the Owner must provide evidence of that insurance coverage to the Association at any time upon request. Owner shall also be responsible for any increase in the Association's insurance premiums resulting from the existence of the REG Device or EE Measure.

c. Inspection, Cure, Recording. The Owner must notify the Board within fifteen (15) days after installation is complete, so the Board may have the installation inspected. If the Board deems a professional inspection to be reasonably necessary, the Owner must pay the cost of the inspection. The Owner must fix any deficiencies identified by the inspector within fifteen (15) days after being notified of the results of the inspection. Also, within fifteen (15) days after the installation is complete, the Owner must provide a copy of the Renewable Energy Device/Energy Efficiency Measure Installation Agreement with recording number showing that the Agreement was properly recorded with the County Clerk and Recorder's Office.

d. Installation Costs. The Owner is responsible for paying all costs associated with installation of the REG Device or EE Measure, including but not limited to all costs associated with any required restoration of any exterior areas or Common Elements disturbed by the installation such as the modification, repair, replacement or installation of electrical panels, roofing, landscaping, or any other areas maintained by the Association.

e. Future Costs. Regardless of whether the REG Device or EE Measure is leased or owned, the Association will consider it the property of the Unit Owner who applied for permission to install it. If not removed by that Owner, it becomes the property and responsibility of any successive Owner of the property on which the REG Device or EE Measure is installed. That Owner, not the Association, is solely responsible for all costs of maintenance, repair, replacement or removal of the REG Device or EE Measure in perpetuity. The REG Device or EE Measure must be maintained in a safe manner so as to avoid any detachment or other condition of materials that may constitute a threat of damage to persons or property. If an Owner removes his or her REG Device or EE Measure, that Owner is solely responsible for

all costs of removal and complete restoration to their original condition of all areas maintained by the Association. The REG Device or EE Measure may be maintained or removed by the Association, at the Owner's expense, if reasonably necessary or convenient to maintain safe conditions or for the repair, maintenance, or replacement of any Common Area or any other areas maintained by the Association. In no event shall the Association be obligated to perform any act, including performing any maintenance on the Common Area (including any improvements or landscaping located thereon), to ensure that the RED Device or EE Measure is functioning properly.

f. Buyer Notification. As part of any sale or transfer of the Unit which installed a REG Device or EE Measure, the Owner is responsible for notifying the buyer of the terms of the Renewable Energy Generation Device Installation Agreement (the completed and recorded version of Appendix A). The Association, at its discretion, also may but is not required to notify prospective purchasers of the terms of the Agreement.

g. Leased REG Devices. If an Owner wishes to enter into a lease of any REG Device, he or she must still go through the above application process and will be held to the same standards as an Owner who wholly owns an REG Device. The Association will not be a party to any Owner's lease. The Unit Owner, not the lessor of the REG Device, at all times will be solely responsible for all costs and duties arising out of the installation, operation, maintenance and removal of the REG Device, regardless of the terms of any lease.

7. Violations. Any violation of this Policy is subject to the same enforcement remedies as violation of any other provision of the Governing Documents of the Association, including but not limited to the Declarations, in compliance with the Association's policies and procedures for covenant and rule enforcement.

8. Conflicts, Deviations and Amendment. If this Policy conflicts with any prior existing policy, procedure, rule, resolution, or guidelines of the Association, this Policy controls with respect to REG Devices and EE Measures only. All prior existing policies, procedures, rules, regulations, and architectural guidelines not in conflict with this Policy will remain in full force and effect. If Colorado law regarding REG Devices and EE Measures changes after the adoption of this Policy, so that any provisions of this Policy conflicts state law, then state law will control, but all other provisions of this Policy will remain in full force and effect. The Board may deviate from the procedures set forth in this Policy if it finds that deviation is reasonable and necessary under the circumstances. This Policy may be amended by the Board from time to time.

9. Effect. This Policy shall replace and supersede all previous policies, rules, and regulations regarding the subject matter of this Policy.

10. Severability. In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

The undersigned hereby certifies that the foregoing Policy Regarding Renewable Energy Generation Devices and Energy Efficient Measures was adopted and made a part of the minutes of the meeting of the Board of Trustees of the Association conducted on the 9th day of August 2023.

Little Elk Creek Village Home Owners Association

A handwritten signature in black ink, appearing to read "S. Caulfield", written in a cursive style.

By: Sharon Caulfield
Its: Secretary

APPENDIX A
**RENEWABLE ENERGY GENERATION DEVICE/
ENERGY EFFICIENCY MEASURE INSTALLATION AGREEMENT**

This Renewable Energy Generation Device/Energy Efficiency Measure Installation Agreement (“Agreement”) is entered into this ____ day of _____ by and between Little Elk Creek Village Home Owners Association, a Colorado nonprofit corporation (“Association”) and _____ (“Owner(s)"). The Owner is the owner of property located at _____ (the “Property”). The legal description of the Property is attached as Exhibit 1.

Owner has requested that the Association authorize installation of the following-described Renewable Energy Generation Device and/or Energy Efficiency Measure (“Device”):

Owner proposes to install the Device in the location specified on the attached Exhibit 1, which is the application for building permit approval submitted to Pitkin County, Colorado and is attached to this Agreement and incorporated by this reference. Owner will obtain all approvals and permits required by Pitkin County regulations for such installation.

In exchange for the Association’s approval of Owner’s application to install a Device, Owner agrees as follows:

1. Compliance with Policy. Owner has submitted an application to install a Device on or within the Owner’s property, at the location described and/or depicted on Exhibit 1. Owner agrees to comply with the Association’s conditions of approval as identified by the Architectural Control Authority, including but not limited to contractor qualifications, aesthetic provisions, design specifications, location and insurance requirements. Owner also agrees to comply with the Association’s Policy Regarding Renewable Energy Generation Devices, as may be updated periodically by the Association (the “Policy”).
2. Installation. Owner agrees to engage the services of a duly licensed, registered and insured electrical contractor familiar with the installation, code and County regulatory requirements of such a Device, and agrees to obtain all necessary permits.
3. Costs, Maintenance, Repair and Removal. Owner agrees to be solely responsible for all costs related to the Device, including but not limited to all costs of installation, maintenance, operation, repair, modification, and removal. For example, Owner agrees to be responsible for any required restoration of any exterior areas or Common Areas disturbed by the installation such as the modification, repair, replacement or installation of electrical panels, landscaping, or any other areas maintained by the Association. In addition, if the Owner chooses, or is

required by the Association, to remove the Device, the Owner agrees to be solely responsible for all costs of removal and complete restoration to their original condition of all areas maintained by the Association. The Owner must maintain the Device in good working order, painted or otherwise addressed to maintain a reasonable appearance for adjacent property owner or from the road, properly adjusted to avoid glare or other undue impacts, and avoid any debris that may be spread by wind. The Owner agrees that the Device may be removed by the Association, at the Owner's expense, if reasonably necessary or convenient for the repair, maintenance, or replacement of any areas maintained by the Association. The Owner agrees that these costs shall be the Owner's responsibility regardless of whether the Device or property is leased from or to any third party.

4. Insurance. The Owner shall be responsible for all property, casualty and other insurance customarily maintained for a residential installation of the Device, along with customary homeowners' insurance, which shall be for the benefit of the Association if necessary. If the Device is located on property which the Association is required to insure, Owner agrees to reimburse the Association for the actual cost of any increased insurance premium amount attributable to the Device. This amount shall be collectable as an assessment against Owner's property in accordance with of the Declaration of Protective Covenants and the policies, procedures, rules and regulations of the Association.

5. Repairs, Liability. Owner understands that the Association is not responsible for the maintenance or repair of the Device, and the Association is not responsible for any damages to the Device, regardless of whether those damages may be caused by the maintenance of any structure or area that the Association is responsible for maintaining or repairing. Further, the Association is not responsible for any damages caused by the Device to any Association property or the property of any third party. The Owner accepts full responsibility for all such repairs and damages and agrees to hold the Association, its Board, agents, contractors, and vendors harmless from any liability for those repairs and damages.

6. Succession. The obligations of this Agreement shall run with the land as long as the Device remains installed and shall bind Owner and his or her successors and assigns, and all future Owners who own the property described above.

7. Enforcement. In the event Owner fails to undertake any action required by this Agreement, or pay any costs incurred by the Association as described by this Agreement, Owner agrees that the Association may, after seven (7) days written notice, undertake the action and seek reimbursement from Owner. All expenses incurred in connection with any enforcement of this Agreement by the Association, including but not limited to court costs and attorney fees, shall be collectable from Owner as an Assessment. The Association shall have all authority set forth in the Association's Declaration of Protective Covenants, and pursuant to applicable Colorado law, to take any and all action necessary to collect these costs as delinquent Assessments.

8. Recording. Once the Association approves Owner's application to install a Device, Owner

must submit this Agreement to the Pitkin County Clerk and Recorder for recording in the land records of the County, and provide a copy of the conformed document with recording number to the Association not later than fifteen (15) days after the Device is installed.

9. Termination. This Agreement will terminate automatically once the Device is removed and all costs owed under this Agreement, including but not limited to restoration following removal of the Device, have been paid by Owner.

10. Definitions. All terms not defined in this Agreement have the same meaning as in the Policy, and if not defined in the Policy, then have the same meaning as described in the Association’s Declaration of Protective Covenants.

I/WE HAVE READ THIS AGREEMENT AND UNDERSTAND IT.

SIGNED THIS _____ DAY OF _____, 20 _____

OWNER/S:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this _____ day of _____, 20_____, by _____.

Witness my hand and official seal
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

EXHIBIT 1

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

EXHIBIT 2

DESCRIPTION/DRAWING OF THE LOCATION OF THE DEVICE

