

**SECOND AMENDMENT OF THE RULES AND REGULATIONS
OF THE FIRST AND HARLAN CARRIAGE HOMES CONDOMINIUM ASSOCIATION**

The 2000 Rules and Regulations of the First and Harlan Carriage Homes Condominium Association consisting of seven pages are ratified and the February 7, 2006, First Amendment is superseded as follows:

Rule 41 is superseded by the following:

41. If an owner (and resident, if applicable) fails to comply with any of the governing documents, then the Association may enforce the governing documents by any direct Association remedy of the violation provided in the governing documents and by bringing appropriate legal or injunctive action in court against the violating parties. In such enforcement actions, the Association will seek to recover all of its costs of enforcement, including direct costs to the Association charged by agents, court costs, and costs of enforcement and collection, including attorney fees.

Rules 43 through 51 are superseded by the following Rules 43 through 59:

43. The Association shall be diligent in the enforcement of the governing documents consisting of the Declaration, articles of incorporation, bylaws, and rules. Some formal resolutions of the Board and resolutions of the members, maintained in the minutes of the Association, may be considered governing documents. As stated in the governing documents, reasonable enforcement is intended to maintain the values of all the units in the community and to make the community a desirable place to live. The objective of the Association is to be fair, firm, and consistent in its enforcement.

44. Regardless of the language of the governing documents, Senate Bill 05-100 states and the governing documents are superseded by the following:

- (a) Owners may display on their property, in their windows, or on the balconies adjoining their units American flags of no larger than 4 feet by 6 feet and install flagpoles of no greater height than 12 feet.
- (b) Owner(s) may display on the inside the unit's window or door a service flag (sometimes called blue star or gold star banner) of no more than 20 inches by 30 inches indicating the military service of a member of the owner's immediate family during a time of war or armed conflict.
- (c) Owner(s) may display one political sign on the owner's sole property or in the unit's window for each contested election and ballot issue from 45 days before through 7 days after election up to the size and number of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than 36 inches by 48 inches.

(d) A member of a volunteer fire department, and owner(s) whose emergency service provider employer (defined in C.R.S. § 29-11-101(1.6)) requires such vehicle access, may park an emergency vehicle bearing an official emblem and weighing less than 10,000 pounds on the common interest community when it does not bar emergency access or other owners' reasonable use of streets.

45. In the normal course of the Association's business, the Board will supervise those acting on behalf of the Association to communicate with the owners so that owners are aware of their responsibilities and the standards of behavior in the community. The communication will reasonably use such means as the Association's website (if in existence), newsletters, correspondence, email broadcast messages, and postings in areas of the community frequented by the owners to advise owners of agenda items in regular and special Board meetings. The Association will encourage any continuing developer, real estate agents, and title insurance companies to provide full packages of applicable governing documents to all new owners in the community.

46. If an owner or resident of the community allegedly violates any of the governing documents (other than the requirement to pay assessments), the Association will promptly give notice to the owner (and resident, if a different person) of the apparent violation and request prompt compliance. The Association will set deadlines for compliance in accordance with its governing documents and the urgency of the situation.

47. In a proper instance, the Association may consider a fine against the owner and/or resident, after proper notice, the opportunity to be heard, and hearing before the Board on each and every fine. The Association will comply with following:

48. Fines are levied on a case-by-case basis by the Board of Directors to assist in the enforcement of the Declaration of Covenants, articles of incorporation, bylaws, rules and regulations, and other governing documents of the Association. The following is more detailed elaboration of Bylaws ARTICLE TEN: NOTICE AND HEARING PROCEDURE:

49. Fining Procedure for owner's or resident's violation of Association governing documents:

First Notice	Demand for Abatement (two weeks to respond or comply from date of notice.)
Second Notice	Notice of Hearing before Board. Advise that Board may levy up to a \$50.00 fine.

Third Notice Notice of Hearing before Board. Advise that Board may levy up to a \$100.00 fine.

Fourth Notice Association attorney gives notice of impending legal action for any and all remedies under the governing documents, including collection of fines as assessments under the Declaration and the Colorado Common Interest Ownership Act.

50. In its sole discretion, the Board may cease or never enter into the fining process and take other appropriate legal or injunctive action.

51. The Association shall provide proper notice and the opportunity to be heard at a specific Board hearing, at a set time, date, and location specified in the notice (sample form of notice letter for violation of a section of the Declaration follows as Exhibit A and is made a part hereof by this reference). If the Board assesses a fine, the fine shall be posted to the appropriate owner's ledger as an amount payable in the same manner as periodic or special assessments, with all the same Association remedies as provided for collection of assessments in the Association's governing documents.

Effective June 9th, 2014

Rule 52. Adopting and Amending Rules

52.1 After due consideration, the Board will draft or cause to be drafted proposed rules and/or amendments of rules ("proposed rules") for the Board's proposed rulemaking.

52.2 At a regular or special Board meeting, the Board will act upon the proposed rules upon proper motion, second, and discussion by the Board members only (and any other persons only as specifically requested by the Board) and will adopt, reject, amend, or otherwise act upon the proposed rules by a majority vote of a quorum of the Board.

52.3 Upon adoption of the final rules, as the rules may be amended by the Board, the Board shall mail by regular first class mail or hand deliver the rules as adopted to the owners at their addresses of record with the Association.

52.4 The rules will be numbered and will show the date on which each rule is effective.

52.5 The Association shall maintain the current, effective rules in an orderly manner so that owners and Board members may readily access the rules.

Effective June 9th, 2014

Rule 53. Assessment Collection

- 53.1 Monthly assessments (sometimes called dues or maintenance fees) are due and payable the first day of the month (the due date), are delinquent if not paid on the due date, and incur a late charge and bear interest from the date of delinquency if not paid on or before 15 days after the due date.
- 53.2 Special assessments are due on the date(s) specified in the special assessment.
- 53.3 The owner shall pay a late charge of \$20.00 on each late assessment payment.
- 53.4 In addition, the owner shall pay interest on each assessment after the due date of that assessment at the rate of 18 percent per annum.
- 53.5 The Association will charge the owner the Association's direct costs as a result of a returned or rejected check or other instrument, plus the Association's \$25.00 returned check charge.
- 53.6 After the assessment payment is delinquent, the Association or the Manager will send a **Reminder Notice** to the owner (at the address of the unit/lot unless owner has provided written notice to the Association of a different owner address) that the payment is delinquent and the owner must pay the assessment plus applicable charges and interest.
- 53.7 After the **Reminder Notice**, the Association or the Manager will send a **Notice of Delinquency** to the owner address described above in the form attached as **Exhibit A** or form substantially similar.
- 53.8 If an owner offers to satisfy the owner's entire debt to the Association by restrictive endorsement on a check or money order for an amount less than the full balance then due on the owner's account, that check or money order must be delivered to the Association or its managing agent personally or by prepaid certified mail, return receipt requested. The Association may reject or accept the offer.
- 53.9 An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:
- (a) Attorney fees and legal costs
 - (b) Association costs and expenses
 - (c) Late charges
 - (d) Interest
 - (e) Fines
 - (f) Utilities, storage

(g) Assessments

The Association, through its designated agent, shall have the discretion to return any partial payment that directs payment other than in the above priority.

Effective June 9th, 20 14

- (3) **COLLECTION ACTION.** If you do not pay the total amount due or enter into a payment plan acceptable to the Association on or before the Cure Date above, or, after having entered into a payment plan, you fail to pay an installment under the payment plan or to remain current with regular assessments as they come due within the period of the payment plan, the Association will turn over your account to a law firm or collection agency for collection. The Association may file a lawsuit against you, the Association may sue to have the court appoint a receiver for your property, the Association may foreclose on its lien against your property if the assessments and charges equal or exceed six months of common expense assessments and the Board has voted by recorded vote to file the foreclosure action, and the Association may pursue other remedies available to it under Colorado law.

General Provisions.

An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:

- (a) Attorney fees and legal costs
- (b) Association costs and expenses
- (c) Late charges
- (d) Interest
- (e) Fines
- (f) Utilities, storage
- (g) Assessments

The Association, through its designated agent, shall have the discretion to return any partial payment that directs payment other than in the above priority.

From the time your **account is turned over to the law firm**, you must communicate only with the law firm to pay or settle the account. You must pay all late charges, interest, costs of collection, and attorney fees incurred by the Association.

Rule 54. Association Records: Maintenance, Retention, and Production; Insurance; Audits and Reviews; Education of Board Members

- 54.1 The Association will maintain, retain, and produce Association records in accordance with law and the Association's governing documents, including the declaration, articles of incorporation, bylaws, and this Rule. This Rule conforms with Colorado Revised Statutes §§ 38-33.3-209.4, -209.5, and -317, as amended.
- 54.2 All Association records must be maintained in a form that allows conversion into written form in a reasonable time.
- 54.3 The following records will be maintained at the Association's principal office as described in the records of the Colorado Secretary of State and shall be considered the sole records of the Association for purposes of document retention and production to owners:
- 54.3(a) Detailed records of receipts and expenditures affecting the operation and administration of the Association;
 - 54.3(b) Records of claims for construction defects and amounts received pursuant to settlement of those claims;
 - 54.3(c) Minutes of all meetings of owners and the Board, a record of all actions taken by the owners or the Board without a meeting, and a record of all actions taken by any committee of the Board;
 - 54.3(d) Written communications among, and votes cast by the Board members that are: (a) directly related to an action taken by the Board without a meeting pursuant to CRS § 7-128-202, or (b) directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;
 - 54.3(e) The names of owners in a form that permits preparation of a list of names of all owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each owner is entitled to vote;
 - 54.3(f) Its current Declaration, Covenants, Articles of Incorporation, Bylaws, Rules and Regulations, Responsible Governance Policies adopted pursuant to CRS § 38-33.3-209.5, and other policies adopted by the Board;
 - 54.3(g) Financial statements as described in CRS § 7-136-106 for the past three years and tax returns of the Association for the past seven years, to the extent available;
 - 54.3(h) A list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and officers;
 - 54.3(i) Its most recent annual report delivered to the Secretary of State, if any;
 - 54.3(j) Financial records sufficiently detailed to enable the Association to comply with CRS § 38-33.3-316(8) concerning statements of unpaid

assessments, to be sent by certified mail, return receipt requested, so they are received by requesting party within 14 days of Association's receipt of request;

54.3(k) The Association's most recent reserve study, if any;

54.3(l) Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;

54.3(m) Records of the Board or Committee actions to approve or deny any requests for design or architectural approval from owners;

54.3(n) Ballots, proxies, and other records related to voting by owners for one year after the election, action, or vote to which they relate;

54.3(o) Resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and

54.3(p) All written communications within the past three years to all owners generally as owners.

54.4 An owner or owner's authorized agent may inspect and copy Association records during normal business hours if the owner or authorized agent has submitted a written request, describing with reasonable particularity the records sought, at least 10 days prior to the inspection or production of documents. The Association's "Request to Inspect Records" form is attached to and made a part of this Rule. The Association may not condition the production of records upon the statement of a proper purpose.

54.5 Notwithstanding the Rule above, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an owner's interest as an owner without the consent of the Board. Without limiting the generality of this Rule, without the consent of the Board, a membership list or any part thereof may not be:

54.5(a) Used to solicit money or property unless such money or property will be used solely to solicit the votes of owners in an election to held by the Association;

54.5(b) Used for any commercial purpose; or

54.5(c) Sold to or purchased by any person.

54.6 Records maintained by the Association **may be withheld from** inspection and copying to the extent that they are or concern:

54.6(a) Architectural drawings, plans, and designs, unless released upon written consent of the legal owner of the drawings, plans, or designs;

54.6(b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;

- 54.6(c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
 - 54.6(d) Disclosure of information in violation of law;
 - 54.6(e) Records of an executive session of the board; or
 - 54.6(f) Individual units other than those of the requesting owner.
- 54.7 Records maintained by the Association are **not subject to inspection and copying, and must be withheld**, to the extent that they are or concern:
- 54.7(a) Personnel, salary, or medical records relating to specific individuals; or
 - 54.7(b) (I) Personal identification and account information of members and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers; except that, notwithstanding C.R.S. Section 38-33.3-104, a member or resident may provide the Association with prior written consent to the disclosure of, and the Association may publish to other members and residents, the person's telephone number, electronic mail address, or both. The written consent must be kept as a record of the Association and remains valid until the person withdraws it by providing the Association with a written notice of withdrawal of the consent. If a person withdraws his or her consent, the Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal.
 - (II) As used in this Section 54.7(b), written consent and notice of withdrawal of the consent may be given by means of a "record," as defined in the "Uniform Electronic Transactions Act," if the parties so agree in accordance with C.R.S. Section 24-71.3-105.
- 54.8 The Association will impose a reasonable charge, which may be collected in advance and will cover costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records.
- 54.9 A right to copy records under this Rule includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request of an owner.
- 54.10 The Association is not obligated to compile or synthesize information.
- 54.11 Association records and the information contained within those records shall not be used for commercial purposes.
- 54.12 Upon request, the selling unit owner shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment of the

Association's usual charge pursuant to the Rule above, all the common interest community's governing documents and financial documents, as listed in the most recent version of the contract to buy and sell real estate promulgated by the real estate commission as of the date of the contract.

- 54.13 Audits or reviews of the books and records of Association shall be done at the discretion of the Board or upon owner request as follows:

54.13(a) An audit is required only if the Association has annual revenues or expenditures of at least \$250,000 and owners of at least one-third of the units represented by the Association request an audit.

54.13(b) A review is required only when requested by the owners of at least one-third of the units represented by the Association.

54.13(c) Copies of audits or reviews shall be available on request to any owner 30 days after completion.

- 54.14 Within 90 days after the change of any of the following, the Association will give written notice to the owners of the following items by first class mail, personal delivery, a binder at the principal place of business, or on the Association's website:

54.14(a) Names of the Association and the common interest community

54.14(b) Name and address of management company, if any

54.14(c) Physical address and phone number for the Association and the designated agent or management company

54.14(d) Date of recording of the Declaration and recording information

- 54.15 Within 90 days after the end of each fiscal year, the Association will make the following information available to owners by first class mail, personal delivery, a binder at the principal place of business, or posting on the Association's website:

54.15(a) Date the Association's fiscal year begins

54.15(b) Operating budget for the current year

54.15(c) List of current regular and special assessments, by unit type

54.15(d) Annual financial statements, including reserves

54.15(e) Results of most recent audit or review

54.15(f) List of all Association insurance policies (property, general liability, director and officer liability, fidelity), including companies, policy limits and deductibles, additional insureds, and expiration dates

54.15(g) Association's bylaws, articles, and rules and regulations

54.15(h) Minutes of board and member meetings for prior fiscal year

54.15(i) Association's "Responsible Governance Policies" (contained in bylaws, rules, and policies)

54.16 The Association encourages education on good governance for the members of the Board. Upon submission prior to the seminar or course, the Board may approve payment of expenses for education for individual members of the Board if the education is directly related to good Association operations within the common interest community.

Effective June 9th, 2014

REQUEST TO INSPECT RECORDS

[Revised March 2014]

This written request is pursuant to the Rule or Policy on Records Inspection of the First and Harlan Carriage Homes Condominium Association

To: First and Harlan Carriage Homes Condominium Association, c/o Hufford & Co., Inc.

Address: _____

Email: _____

Date of this Request: _____, 20____

Date you or your agent intends to inspect the records (Must be at least 10 days after date of request): _____, 20____

Person(s) requesting Inspection of the Association's records: _____

Person(s) who will be present for the review of the Association's records: _____

Please note that all actual costs of inspection and any authorized copies must be paid in advance by the person requesting them.

State with particularity the records requested for inspection. Please include type and date(s) of record(s), those records for which you request a copy, and any specifics that will identify the information you seek to review. If necessary, use additional sheets.

Record

Date

_____	_____
_____	_____
_____	_____

Request by: _____
Signature

Address: _____

Phone: _____ Email: _____

Rule 55. Reserve Study, Funding Plan, and Sources of Funding

As reasonably determined from time to time, the Association may prepare or have prepared a competent reserve study to show the required reserve funds for the portions of the community maintained, repaired, replaced, and improved by the Association. This may include such items as painting, repair of exterior surfaces, walls, gutters and downspouts, roofs, doors, windows, walks, parking areas, storage areas, signage, drives, patios, porches, steps, concrete and asphalt, utilities, plumbing, wiring, and other substantial improvements to the identified portions of the community. An internally conducted reserve study shall be sufficient. If a reserve study is prepared, it shall state whether there is a funding plan, projected sources of funding, and whether the reserve study is based on a physical analysis and financial analysis.

Effective June 9th, 2014

Rule 56. Investment of Reserve Funds

- 56.1 The officers, Board members, managing agent, attorney, and accountant employed by the Association will be subject to the standards of conduct set forth in C.R.S. § 7-128-401 regarding the investment of reserve funds. Reserve funds shall be invested in one or more accounts separate from the general operating account of the Association. Further, the reserve funds shall be invested in conservative accounts with a small possibility of loss to the Association. The majority of the reserve funds shall be deposited in accounts and amounts that are fully insured against loss by an agency of the U.S. government.
- 56.2 Any and all persons who have access to the reserve funds shall have fidelity insurance covering the Association against dishonesty of such persons in the full amount of the funds in those accounts.

Effective June 9th, 2014

Rule 57. Alternative Dispute Resolution

- 57.1 Whenever a dispute arises between the Association and any owner, the Association and the owner are encouraged to try to resolve the dispute by methods other than court action (litigation).
- 57.2 When the Association is collecting past due assessments or dues, the Association or its Managing Agent sends warning or "delinquency letters" to the owner to inform the owner of the amount owed and to encourage the owner to pay without litigation. If the Association is enforcing its governing documents, the Association will give notice to the owner of the alleged violation in an effort to avoid litigation by having the owner comply with the governing documents.
- 57.3 If the Association and the owner agree, their dispute may be submitted to mediation before any lawsuit is filed. The written, signed agreement submitting their dispute to mediation shall state who the mediator will be, that the parties will pay their share of the mediator's fees, and will provide a time limit for conducting the mediation. If no mediation is held within that time period, and no agreement extending the time is signed, either side is free to file suit.
- 57.4 If the dispute is resolved through mediation, the parties shall sign a written settlement agreement. The settlement agreement will usually state that the agreement will be enforceable by the courts in the event either side violates the terms of the agreement.
- 57.5 Mediation shall not be used in situations involving an imminent threat to the peace, health, or safety of the community.
- 57.6 Mediation is highly recommended but not mandatory before proceeding with litigation. If either the Association or the owner chooses not to attempt a resolution of their dispute through mediation, the party may file a lawsuit to resolve the issue.

Effective: June 9th, 2014

Rule 58. INSURANCE CLAIM, ADJUSTMENT, AND DEDUCTIBLE PROCEDURES

This Insurance Rule supersedes any prior Association policy or rule relating to insurance.

- 58.1 The Association is not required and does not maintain property insurance (casualty insurance) to cover damage or loss to any improvements, fixtures, decorating, furniture, furnishings, appliances, or other personal property supplied, installed, or stored by the Owners within the Unit. The Association strongly recommends that Owners obtain and maintain casualty insurance to cover those items that the Association does not cover.
- 58.2 Section 38-33.3-313(6) of Colorado Revised Statutes allows an association to adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and other matters of claim adjustment. To the extent the Association settles a claim for damage to real property, it shall have the authority to assess all Association-paid deductibles to negligent Owners causing such loss. The Board of Directors, after providing the Owner with notice and an opportunity to be heard, may assess the applicable deductible to the Owner provided there is evidence that the damage was attributable to the actions or omissions of the Owner.
- 58.3 The notice and opportunity to be heard as required above shall be consistent with the notice and hearing procedures outlined in the Association's Enforcement Policy.
- 58.4 Any deductible assessed against an Owner shall be collectible in the same manner as the common expense assessments.
- 58.5 In accordance with Section 10-4-110.8 of Colorado Revised Statutes, the below procedures shall apply to all Owner-initiated insurance claims against the insurance policy maintained by the Association, and must be followed by the Owner before a claim can be filed.
 - a. The Owner must provide written notice to the Association, in care of the Association's Managing Agent, or the Association's Registered Agent, as reflected in the records of the Colorado Secretary of State, within 10 days of any incident where the Owner wishes to file a claim against the Association's insurance policy

b. The notice must describe in reasonable detail the incident and the initial information regarding the scope and extent of any damage, as well as the cause of any damage, and shall also include the following:

1. Owner's address, phone number, and the address of the Unit where the incident occurred if different from the Owner's address;
2. The time, location and events surrounding the incident, in reasonable detail;
3. The names and addresses of the injured, if applicable; and
4. The names and addresses of any and all witnesses.

c. The Association will respond in writing to the Unit Owner within 15 days, of the date notice is received by the Association.

d. The Association's response may be contingent on the Association's insurance agent having a reasonable opportunity to inspect the damage and the subject matter of the claim. Any such inspection shall be completed within 30 days of the Association's written response.

e. Should the Board determine that the subject matter of the claim falls within the Association's insurance responsibility, the Board shall submit the claim to the Association's insurance carrier on behalf of the Owner, in compliance with the requirements of the Association's insurance policy.

f. If the Association's insurance agent or adjustor, after the inspection of the damage and the probable cause of the damage, determines that the subject matter of the claim falls outside the Association's insurance responsibilities, no claim may be filed against the Association's policy.

g. The Unit Owner or the Board may at any time request clarification of coverage from the Association's insurance carrier. The Association's insurance carrier, when determining premiums to be charged to the Association, shall not take into account any request by a Unit Owner or the Board for a clarification of coverage.

In the event a court of competent jurisdiction finds a provision of this rule void or otherwise unenforceable, all other provisions shall remain effective as written.

Effective June 9th 2014

Rule 59. Electric Vehicle Charging

59.1 The Association shall specifically allow a Unit Owner to install an electric vehicle charging system for the Owner's use in the Owner's Limited Common Element at the Owner's expense and in strict compliance with this Rule.

59.2 Prior to any disturbance of the Common Elements, the Unit Owner shall submit written plans and specifications for the charging system to the Association for reasonable review of aesthetic, architectural, and safety considerations, as a condition to Association consent to the installation. Any unauthorized installation shall be subject to immediate removal by the Unit Owner or the Association, at the expense of the Unit Owner, which expense shall be an assessment to be paid by the Unit Owner and shall be collectible by the Association in accordance with the Association's governing documents.

59.3 In the required plans and specifications, the Unit Owner shall show full compliance with the applicable Building Code and all recognized safety standards.

The Unit Owner shall agree in writing to:

59.3(a) comply with any Association design specifications for installation of the system;

59.4(b) have the Association engage the services of a duly licensed and registered electrical contractor familiar with the installation and code requirement of an electrical charging system;

59.3(c) prepay to the Association the expense of installation, including costs and warranty to the Association to restore any Common Elements disturbed in the process of installing and removing the system; and

59.4(d) provide a certificate of insurance naming the Association as an additional insured on the Unit Owner's insurance policy for any claim related to the installation, maintenance, or use of the system or, if the system is located on a Common Element, reimbursement to the Association for the actual cost of any increased insurance premium amount payable by the Association and attributable to the system. The Unit Owner must reimburse the Association within 14 days after invoice from the Association for any Association's increased insurance premium amount attributable to the system.

59.4 The Unit Owner must provide the certificate of insurance under the above subsection of this Rule to the Association within 14 days after Association consent for the installation. The Unit Owner's failure to provide a certificate of insurance or reimburse the Association as provided in this Rule on electric vehicle charging shall result in the immediate revocation of the Association's consent for installation without notice. The Unit Owner must remove the system and any improvements related to the system installation. If the unit Owner does not promptly remove, then the Association may remove the system and

improvements at the Unit Owner's cost. The Unit Owner must pay the Association for all of its costs related to the removal in the same fashion and with the same Association remedies as for periodic assessments.

59.5 If the Association consents to a Unit Owner's installation of an electric vehicle charging system on a Limited Common Element, including a parking space, carport, or garage stall, then, unless otherwise specified in a written contract or in the Association's governing documents:

59.5(a) the Unit Owner, and each successive Unit Owner with exclusive rights to the Limited Common Element where the charging system is installed, is responsible for any costs for damages to the system, and other Limited Common Element or General Common Element of the Common Interest Community, and any adjacent Units, garage stalls, carports, or parking spaces that arise or result from the installation, maintenance, repair, removal or replacement of the system;

59.5(b) each successive Unit Owner with exclusive rights to the Limited Common Element shall assume responsibility for the repair, maintenance, removal, and replacement the charging system until the system has been removed;

59.5(c) the Unit Owner and each successive Unit Owner with the exclusive rights to the Limited Common Element shall at all times have and maintain an insurance policy covering the obligations of the Unit Owner under this subsection of the Rule on electric vehicle charging, is subject to all the obligations specified under the above subsections on insurance, and shall name the Association as an additional insured under the Unit Owner's policy; and

59.5(d) the Unit Owner and each successive Unit Owner with exclusive rights to the Limited Common Element is responsible for removing the system if reasonably necessary or convenient for the Association's repair, maintenance, or replacement of the Limited Common Elements or General Common Elements of the Common Interest Community.

59.6 The charging system installed at the Unit Owner's cost is the property of the Unit Owner. Upon the sale of the Unit, if the charging system is removable, the Unit Owner may either remove it or sell it the buyer of the Unit or the Association for an agreed price. Nothing in this Rule requires the buyer of the Unit or the Association to purchase the charging system.

Effective June 9th, 2014

This Second Amendment of the Rules and Regulations was adopted by majority vote of a quorum of the Board on June 9th, 2014.

ATTEST:



Secretary