

SPYGLASS TOWNHOMES AT WILDERNEST HOMEOWNERS ASSOCIATION
POLICY REGARDING ELECTRIC VEHICLE CHARGING SYSTEMS

Adopted _____, 20__

The following policy has been adopted by Spyglass Townhomes at Wilderndest Homeowners Association ("Association") pursuant to the provisions of its Policy Regarding Adoption and Amendment of Policies, at a regular meeting of the Executive Board.

Purpose: To establish uniform procedures for the installation of Electric Vehicle Charging Systems within the Association.

WHEREAS, the Colorado Common Interest Ownership Act, in C.R.S. § 38-33.3-106.8, gives all Owners the right to install Electric Vehicle Charging Stations in their Unit, or on Limited Common Element parking space, carport, or garage owned by, or otherwise assigned to, the Owner by the Declaration of Covenants, Conditions and Restrictions for Spyglass Townhomes at Wilderndest, as amended ("Declaration") or other recorded document.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing Electric Vehicle Charging Stations:

1. Definitions.

a. "Electric Vehicle Charging System" or "Charging System" means a device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid vehicle, is designed to ensure that a safe connection has been made between the electric grid and the vehicle, and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level. An electric vehicle charging system may be wall-mounted or pedestal style, and may provide multiple cords to connect with electric vehicles. An electric vehicle charging system must be certified by Underwriters Laboratories or an equivalent certification, and must comply with the current version of Article 625 of the National Electrical Code.

b. "Level 1" means a charging system that provides charging through a one-hundred-twenty volt AC plug with a cord connector that meets the SAE international J1772 standard or a successor standard.

c. "Level 2" means a charging system that provides charging through a two-hundred-eight to two-hundred-forty volt AC plug with a cord connector that meets the SAE international J1772 standard or a successor standard.

d. Terms not defined herein shall have the same meaning as set forth in the Declaration.

2. Installation on Common Elements or Limited Common Elements. An Owner may install a Charging System on a Common Element or Limited Common Element

Parking Space or Garage owned by, or otherwise assigned to, the Owner by the Declaration or other recorded document subject to the following:

- a. The Owner must first submit an application to the Association and receive written approval from the Association for the Charging Station; and
- b. The Owner must enter into the Agreement appended hereto as Appendix A.

3. Aesthetic Provisions and Design Specifications. Regardless of location, installation of a Charging System is subject to the reasonable aesthetic and design provisions governing dimension, placement, and external appearance. This may include, but is not limited to requiring placement to not interfere or impede use of adjacent parking, driveways, aisles, walkways, or other access, requiring Charging Stations to be installed in the least visually obtrusive location available, requiring the painting of a Charging Station to match its surroundings, placing restrictions on locations of cables and service lines, and compliance with any other rules, regulations, policies, or restrictions contained in the Declaration or other Association Documents.

4. Assessment. The Association shall not assess or charge an Owner any fee for the placement or use of the Charging System; except that the Association may require reimbursement for the actual cost of electricity provided by the Association that was used by the Charging System, or, alternatively, the Association may charge a reasonable fee for access. If the Charging System is part of a network for which a network fee is charged, the Association's reimbursement may include the amount of the network fee.

5. Deviations. The Board or its agent may deviate from the procedures set forth in this policy if, in its sole discretion, such deviation is reasonable under the circumstances.

SPYGLASS TOWNHOMES AT
WILDERNEST HOMEOWNERS
ASSOCIATION

DocuSigned by:

By: Jason Randall

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President

This policy regarding Electric Vehicle Charging Stations was adopted by the Executive Board at a regular meeting held on the ____ day of _____, 20__, and is attested to by the Secretary of Spyglass Townhomes at Wildercrest Homeowners Association.

DocuSigned by:

Amy Corsinita

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Secretary

APPENDIX A

COMMON ELEMENT CHARGING SYSTEM AGREEMENT

This Common Element Charging System Agreement (the “Agreement”) is made and entered into this __ day of _____, 20__ by and between Spyglass Townhomes at Wilderndest Homeowners Association, a Colorado nonprofit corporation (the “Association”) and _____, record Owner of the real property located at _____, Colorado (the “Property”).

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner agree as follows:

1. Charging System. Subject to the Association’s Policy Regarding Electric Vehicle Charging Systems (the “Policy”), Owner may install a Charging System on the Limited Common Element Parking Space or Garage owned by, or otherwise assigned to, the Owner, as described and/or depicted on Exhibit A attached hereto and incorporated herein by the reference. Owner has previously submitted to the Association an application to install the Charging System, which the Association has subsequently approved. Owner’s application and proposed installation comply with the Association’s aesthetic provisions and design specifications.

2. Installation. Owner shall engage the services of a duly licensed and registered electrical contractor familiar with the installation and code requirements of an Electric Vehicle Charging System to install the Charging System.

3. Costs. Owner is solely responsible for all costs related to the Charging System, including but not limited to installation costs, the costs to restore any Common Elements disturbed in the process of installing the Charging System, electricity costs as contemplated by the Association’s Policy, and removal costs.

4. Insurance. Owner shall provide to the Association, within fourteen (14) days of receipt of the Association’s approval of the proposed Charging System installation, a certificate of insurance that names the Association as an additional insured for any claim related to the installation, maintenance, or use of the Charging System; or, if the Charging System is located on a Limited Common Element or Common Element, Owner shall reimburse the Association for the actual cost of any increased insurance premium amount attributable to the Charging System, within fourteen (14) days of receiving an invoice for such increased premium.

5. Repairs. The Owner is responsible for any costs or damages to the Charging System, and any Limited Common Element or Common Element of the Association, as well as any related fixtures or improvements, that arise or result from the installation, maintenance, repair, removal, or replacement of the Charging System until the Charging System is removed. In the event any repairs or replacements must be made to the Common Elements or Limited Common Elements by the Association, the Association shall give the Owner adequate notice to remove, at the Owner’s sole expense, the Charging Station prior to commencing such repairs or replacements.

6. Succession. The obligations of this Agreement shall run with the land as long as the Charging System is installed, and shall bind the Owner and his or her successors and assigns. The Owner shall be solely responsible for the removal of the Charging Station if a subsequent purchaser declines to purchase the Charging Station with the Property.

7. Enforcement. In the event the Owner fails to undertake an action required by this Agreement, the Association may, upon seven (7) days written notice, undertake the action and seek reimbursement from the Owner. All expenses incurred in connection with any enforcement of this Agreement by the Association shall be collectable from the Owner as an assessment.

8. Recording. This Agreement may be recorded in the real property records of the county in which the Association is located, at the discretion of the Association.

9. Definitions. All terms not defined in this Agreement shall have the same meaning as in the Policy.

SPYGLASS TOWNHOMES AT
WILDERNEST HOMEOWNERS
ASSOCIATION

By: _____
President

Owner:

Owner:

EXHIBIT A
CHARGING STATION LOCATION