

**THRAEMOOR IN THE PARK TOWNHOMES ASSOCIATION, INC.
POLICY REGARDING RENEWABLE ENERGY GENERATION DEVICES AND
ENERGY EFFICIENCY MEASURES**

The following Policy Regarding Renewable Energy Generation Devices and Energy Efficiency Measures was adopted by the Board of Directors of the Thraemoor in the Park Townhomes Association, Inc. (“Association”), at a regular meeting of the Board of Directors.

Effective Date: MARCH 13, 2024

RECITALS

A. **Authority.** The Board of Directors of the Association has the authority to adopt this Policy, pursuant to Section 2.1(e) of the Declaration of Covenants, Conditions and Restrictions for Thraemoor in the Park Townhomes (“Declaration”) and C.R.S. §§ 38-30-168, 38-33.3-106.5(1.5), 38-33.3-106.7, and 38-33.3-302(1)(b).

B. **Purpose.** The purpose of this Policy is to establish reasonable and uniform procedures for the installation, maintenance, and leasing of:

- i. Renewable Energy Generation Devices within the community, consistent with the provisions of C.R.S. § 38-30-168, which limits restrictions on Renewable Energy Generation Devices on real property; and
- ii. Energy Efficiency Measures within the community, consistent with C.R.S. § 38-33.3-106.7, which limits restrictions on Energy Efficiency Measures within community associations.

Renewable Energy Generation Devices and Energy Efficiency Measures are governed by similar but distinct statutes. As both Renewable Energy Generation Devices and Energy Efficiency Measures address efforts to reduce energy consumption, they are addressed in this Policy. Because the Association maintains insurance and provides maintenance on areas where Renewable Energy Generation Devices and Energy Efficiency Measures may be placed or installed, this Policy seeks to address the allocation of cost and risk of Renewable Energy Generation Devices and Energy Efficiency Measures.

C. **Board Position.** The Board of Directors of the Association believes that it is in the Association’s best interests to adopt this Policy.

POLICY

NOW, THEREFORE, The Board of Directors adopts the following Policy:

Article I - Definitions

As used in this Policy:

1. “Renewable Energy Generation Device” means
 - a. A “Solar Energy Device,” itself defined as 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 (*see* C.R.S. § 38-32.5-100.3(2) and 38-30-168(1)(b)(I));
 - b. A “Wind-Electric Generator” that meets the interconnection standards established in rules promulgated by the public utilities commission pursuant to section 40-2-124 (*see* C.R.S. § 38-30-168(1)(b)(II)); or
 - c. A “Geothermal Energy Device,” itself defined as a system that uses geothermal energy for water heating or space heating or cooling in a single building, for space heating for more than one building through a pipeline network, or for electricity generation (*see* C.R.S. § 24-48.5-113(1)(e) and 38-30-168(1)(b)(III)).

Renewable Energy Generation Device does not include other types of renewable energy, including but not limited to hydropower, biomass, and fuel cells.

2. “Energy Efficiency 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, limited to include only the following types of devices or structures:
 - a. An awning, shutter, trellis, ramada, or other shade structure that is marketed for the purpose of reducing energy consumption;
 - b. A garage or attic fan and any associated vents or louvers;
 - c. An evaporative cooler;
 - d. 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;
 - e. A retractable clothesline; and
 - f. A heat pump. (*see* C.R.S. § 38-33.3-106.7(1)(b))

3. Any other term not defined in this Policy shall have the same definition as it does in the Declaration.

Article II - Renewable Energy Generation Devices

1. **Prohibited Installations.** No Renewable Energy Generation Device may be placed or installed on property that is:

- a. Owned by another person, except with the advance written permission of that person;
- b. Leased, except with permission of the lessor; or
- c. A limited common element or general common element of the community, except with the written consent of the Association and, if applicable, the owners of any Unit to which the limited common element is allocated.

2. Application for Installation of a Renewable Energy Generation Device and Agreement. Prior to installation of a Renewable Energy Generation Device, an Owner shall take the following action:

- a. Submit an application to the Association and receive written approval, according to the procedure provided in Section 10.5 of the Declaration and in any Design Guidelines, Policies, Rules or Regulations concerning exterior alterations or improvements; and
- b. Sign the “Renewable Energy Generation Device/Energy Efficiency Measure Installation Agreement” (attached to this Policy as **Appendix A**) and include it with the Design Guidelines ARC application. The written consent of the Association to install the Renewable Energy Generation Device on exterior surfaces that the Association maintains and/or insures is contingent upon receiving the signed Agreement.

3. 60-Day Deadline to Approve, Deny, or Return for Modifications. Within sixty (60) days after receiving the Owner’s ARC application for installation of a Renewable Energy Generation Device, the Association shall provide the Owner with an approval, denial, or return the application for modifications, pursuant to C.R.S. § 38-30-168(2)(a)(I)(C). If the Association fails to timely provide a denial or return the application for modifications, then the application for installation of a Renewable Energy Generation Device is deemed approved.

4. Restrictions on Renewable Energy Generation Devices - General. Renewable Energy Generation Devices shall be subject to the following restrictions:

- a. Compliance with Section 10.5 of the Declaration, and in any Policies, Design Guidelines, Rules or Regulations concerning exterior alterations or improvements;
- b. Compliance with bona fide safety requirements, required by an applicable building code or recognized electrical safety standard, for the protection of persons and property, including but not limited to requiring installation by certified or approved contractors, vendors or electricians if appropriate; and
- c. Compliance with the Association’s Design Guidelines, as amended from time to time.
 - i Shall not have a materially adverse effect on the exterior structure or operation

of any Unit or garage;

- ii Shall not interfere with or impede the use of any common element;
- iii Shall be located so as to minimize their exposure when viewed from the common elements, the street, or any other Unit (ideally installed below the peak of any roofline, in the rear of the Unit); and
- iv Shall be comply with color and other standards outlined in the Design Guidelines, as amended from time to time.

5. **Restrictions on Renewable Energy Generation Devices - Specific Devices.** Specific Renewable Energy Generation Devices shall be subject to the following restrictions:

- a. **Solar Energy Devices** must be installed flush with the roof and per the standards outlined in the Design Guidelines, as amended from time to time
- b. **Wind-Electric Generators** must be located in areas that reduce as much as possible any interference with the use and enjoyment by residents of property near the Wind-Electric Generators resulting from the sound associated with the device. When considering an application for a Wind-Electric Generator, the Association shall make a determination whether the Wind-Electric Generator is likely to cause such interference. Additionally, the Association shall include consideration of input by the Owner requesting approval to install a Wind-Electric Generator.

6. **Limits on Restrictions on Renewable Energy Generation Devices.** Except for restrictions based on bona fide safety requirements and interference with the use and enjoyment by residents from a Wind-Electric Generator, the Association's restrictions governing the dimensions, placement, and external appearance of a Renewable Energy Generation Device shall not:

- a. Increase the cost of the Renewable Energy Generation Device by more than ten percent (10%); or
- b. Decrease the performance of the Renewable Energy Generation Device by more than ten percent (10%).

7. **Owner's Responsibilities.** Upon receiving approval to install a Renewable Energy Generation Device, an Owner has the following responsibilities:

- a. **Installation.** The Owner must engage the services of a duly licensed, insured, and registered installer familiar with the installation and code requirements of the Renewable Energy Generation Device selected. The Owner also must obtain all necessary permits and governmental authorizations for the installation.
- b. **Insurance.** Prior to installing the Renewable Energy Generation Device, the Owner must provide to the Association 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 Renewable Energy Generation Device. This insurance must be maintained so long as the Renewable Energy Generation Device is in place, and the Owner and any successive 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, including but not limited to increases in the Association's property insurance premiums, resulting from the existence of the Renewable Energy Generation Device.

- c. **Inspection, Cure, Recording.** The Owner must notify the Association within fifteen (15) days after installation is complete, so the Association may have the installation inspected. If the Association 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 Renewable Energy Generation Device, 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 Renewable Energy Generation Device is leased or owned, the Association will consider it the property of the 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 Unit which installed the Renewable Energy Generation Device. That Owner, not the Association, is solely responsible for all costs of maintenance, repair, replacement or removal of the Renewable Energy Generation Device in perpetuity. If an Owner removes his or her Renewable Energy Generation Device, 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 Renewable Energy Generation Device may be removed by the Association, at the Owner's expense, if reasonably necessary or convenient for the repair, maintenance, or replacement of the Limited Common Elements, Common Elements, 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 Elements (including any improvements or landscaping located thereon), to ensure that the Renewable Energy Generation Device is functioning properly.
- f. **Buyer Notification.** As part of any sale or transfer of the Unit which installed a Renewable Energy Generation Device, 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 Renewable Energy Generation Device.** If an Owner wishes to enter into a lease of any Renewable Energy Generation 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 a Renewable Energy Generation Device. The Association will not be a party to any Owner's lease. The Unit Owner, not the lessor of the Renewable Energy Generation Device, at all times will be solely responsible for all costs and duties arising out of the installation, operation, maintenance and removal of the Renewable Energy Generation Device, regardless of the terms of any lease.

Article III - Energy Efficiency Measures

1. **Prohibited Installations.** No Energy Efficiency Measure may be placed or installed on property that is:

- a. Owned by another person, except with the advance written permission of that person;
- b. Leased, except with permission of the lessor; or
- c. A Limited Common Element or General Common Element of the community, except with the written consent of the Association and, if applicable, the owners of any Unit to which the Limited Common Element is allocated.

2. **Application for Installation of an Energy Efficiency Measure and Agreement.** Prior to installation of an Energy Efficiency Measure, an Owner shall take the following action:

- a. Submit an application to the Association and receive written approval, according to the procedure provided in Section 10.5 of the Declaration and any Design Guidelines, Policies, Rules or Regulations concerning exterior alterations or improvements; and
- b. At the discretion of the Association, sign the "Renewable Energy Generation Device/Energy Efficiency Measure Installation Agreement" (attached to this Policy as **Appendix A**) and include it with the Design Guideline ARC application. For certain Energy Efficiency Measures, such as a retractable clothesline, the Agreement may not be appropriate. The written consent of the Association to install the Energy Efficiency Measure Device on exterior surfaces that the Association maintains and/or insures is contingent upon receiving the signed Agreement.

3. **Restrictions on Energy Efficiency Measures.** Energy Efficiency Measures shall be subject to the following restrictions:

- a. Compliance with Section 10.5 of the Declaration, and any Design Guidelines, Policies, Rules or Regulations concerning exterior alterations or improvements; and

- b. Compliance with bona fide safety requirements, required by an applicable building code or recognized electrical safety standard, for the protection of persons and property, including but not limited to requiring installation by certified or approved contractors, vendors or electricians if appropriate.

4. **Limits on Restrictions on Energy Efficiency Measures.** Except for restrictions based on bona fide safety requirements, the Association's restrictions governing the dimensions, placement, and external appearance of an Energy Efficiency Measures shall be considered along with:

- a. The impact on the purchase price and operating costs of the Energy Efficiency Measure; and
- b. The impact on the performance of the Energy Efficiency Measure.

Article IV - General

1. **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, in compliance with the Association's policies and procedures for covenant and rule enforcement.

2. **Conflicts, Deviations and Amendment.** If this Policy conflicts with any prior existing rule, resolution, restriction or exterior changes guideline, this Policy controls with respect to Renewable Energy Generation Devices and Energy Efficiency Measures only. All prior existing rules, restrictions, resolutions, and architectural guidelines not in conflict with this Policy will remain in full force and effect. If Colorado law regarding Renewable Energy Generation Devices and Energy Efficiency 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 Association 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.

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

4. 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 Efficiency Measures was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 13 day of MARCH, 2024.

Thraemoor in the Park Townhomes Association, Inc.


(Signature)

By: LESTER VOGL its: PRESIDENT
(printed name) (officer)