

RESOLUTION

OF THE

ROCKY MOUNTAIN VILLAGE ESTATES CONDOMINIUM ASSOCIATION

REGARDING POLICY AND PROCEDURE FOR OWNER'S INSTALLATION OF ELECTRICAL VEHICLES CHARGING STATIONS

Subject: Adoption of a policy for the installation of electric vehicles charging stations in Limited and General Common Elements

Purpose: To adopt a policy relating to the installation of electric vehicles (e-vehicles) charging stations for the installation of Electric Vehicle (EV) Charging Systems at Rocky Mountain Village Estates Condominium Association, including requirements for approval, installation, aesthetics, costs, and legal agreements, pursuant to applicable State law.

Authority: The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law

Effective Date: _____

Applicable State Law: The Colorado Common Interest Ownership Act ("CCIOA"), at C.R.S. § 38-33.3-106.8, provides Owners with the right to install and use Electric Vehicle Charging Stations on General Common Elements or on Limited Common Element carport or garage space assigned to the Owner.

Resolution: The Association does hereby adopt the following policy governing Electric Vehicle Charging Stations:

1. Definitions

- a. An EV Charging System is defined as a device that supplies electricity to EVs including a plug-in electric vehicle or plug-in hybrid vehicle. It 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, in compliance with electrical codes. 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 and National Electrical Code (NEC) Article 625 standards or a successor standards.

- c. "Level 2" means a charging system that provides charging through a two-hundred-forty (240) volt AC plug with a cord connector that meets the SAE international J1772 and National Electrical Code (NEC) Article 625 standards or a successor standards.
 - d. DC Fast Charge (DCFC) "Level 3" systems must meet the additional power requirements from the electric service provider and are not included in this policy.
 - e. Solar EV charging systems are not permitted in either General Common Elements or Limited Common Elements.
- 2. Installation on Limited Common Elements.** Owners may install such systems in their assigned parking spaces (Limited Common Elements) with prior approval, subject to application, approval, and a formal agreement as defined below:
- a. The Owner must first complete an application using the Request for Remodels and Contractors form and receive written approval from the Association for the Charging Station.
 - b. The charging station must be within the boundaries of the assigned parking space.
 - c. The Owner must obtain an approved permit from the County before starting any work.
 - d. The Owner must use a licensed electrical contractor familiar with the installation and core requirements of an EV Charging System.
 - e. The Owner's electrician must verify that the electrical panel has the capacity to handle the extra load for the circuit for Level 1 or 2 charging and must obtain any necessary electrical permits with Jefferson County.
 - f. The Owner must enter into the Agreement appended hereto as Appendix A.
 - g. All costs necessary to run electrical cables, conduit and GFCI receptacles to supply the electricity required for the Charging System are at Owner's sole cost and expense.
 - h. The Owner must register the EV Charging System with the association within 30 days after installation.
 - i. Only a single vehicle can be charged at any one time.
 - j. Use of a large-capacity portable power bank to charge your EV instead of a standard grid-connected charger must pass specific county fire-rating standards and electrical safety inspections.

3. Installation on General Common Elements. The Association may allow an Owner to install a Charging System on a General Common Element Parking area subject to the following:
 - a. The Owner must first complete an application using the Request for Remodels and Contractors form and receive written approval from the Association for the EV Charging Station
 - b. The Owner must use a licensed electrical contractor familiar with the installation and core requirements of an EV Charging System.
 - c. The Owner's electrician must verify that the electrical panel has the capacity to handle the extra load for the circuit for Level 1 or 2 charging and must obtain any necessary electrical permits with Jefferson County.
 - d. The Owner must enter into the Agreement appended hereto as Appendix A.
 - e. Charging Systems installed on General Common Element Parking Spaces are not reserved for the use of the Owner who causes such EV Charging System to be installed.
 - f. All costs necessary to run electrical cables, conduit and GFCI receptacles to supply the electricity required for the Charging System are at Owner's sole cost and expense.
 - g. The Owner must register the EV Charging System with the association within 30 days after installation
4. Aesthetic and Design requirements. The Association may impose design requirements for the EV Charging Systems including dimension, place and external appearance as well as requiring placement to not interfere or impede use of adjacent parking, driveways, aisles, walkways or other access, In addition, if a Charging Station is installed in a General Common Area, the Association may impose additional requirements for placement in the least visually obtrusive location available, painting the Charging Station to match its surroundings, restricting locations of cables and service lines, and compliance with any other rules, regulations, policies or restrictions contained in the Declaration or other Association Documents.
5. Costs and Assessments. Owners are responsible for all costs related to installation, registration, maintenance, electricity, and removal, and the Association will have no liability for such costs. Owners installing individual meters shall pay their own electricity costs.
6. Enforcement. The Association can enforce policies, including requiring removal or repairs, with costs recoverable from the Owner. Should the Association need to perform maintenance or repair the Limited Common Elements, the Owner must remove the system if reasonably necessary or convenient for the repair,

maintenance, or replacement of Limited Common Elements. Upon sale of the Unit, the Unit Owner may either remove it or sell it to the buyer of the Unit or to the association for an agreed price. Neither the association nor the buyer is required to purchase the System. In addition, each successive Owner with exclusive rights to the LCE parking space in which the EV Charging System is installed shall assume responsibility for the repair, maintenance, removal and replacement of the charging system until the system has been removed.

- 7. Additional Insurance Requirements.** A certificate of insurance must be provided within 14 days after the Association consents to the installation, the Owner of the Charging System must carry an additional homeowner's (HO-6) or personal liability umbrella insurance of \$2,000,000.00 for EV Charging System installations in Limited Common Element areas or \$1,000,000 for installations in General Common Element areas to cover any damage to the infrastructure or surrounding areas, including neighboring cars or common elements and a certificate of insurance naming the Association as an additional insured. In addition, the Owner of the EV Charging System must pay for any additional insurance premium increase that results from the Owner's installation of the Charging System in Limited Common Element areas.
- 8. Supplement to Law.** The provisions of this Policy 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 Community.
- 9. Deviations.** The Board may deviate from the procedures set forth in the Policy if in its sole discretion such deviation is reasonable under the circumstance
- 10. Amendment.** This policy may be amended from time to time by the Board of Directors.

President's Certification: The undersigned, being the president of the Association, certifies that the foregoing Policy was adopted by the Board of Directors on _____ and in witness therof, the undersigned has subscribed her name.

Rocky Mountain Village Estates Condominium Association

By: _____
President

Appendix A

General and Limited Common Element Charging System Agreement

This Agreement for Installation of a Common Element Charging System is made and entered into on _____ (date) between Rocky Mountain Village Estates Condominium Association, a Colorado nonprofit corporation (Association) and _____, Owner of Unit _____ Building Address _____ Rocky Village Drive, Evergreen, Colorado.

The Owner agrees that installation will comply with the Association's Policy regarding Electric Vehicle Charging Systems ("the Policy") in accordance with the previously submitted application to install the System that was approved by the Association on _____(date).

The Owner further agrees to the following:

1. Obtain all necessary and approved permit from Jefferson County Colorado for the type of Charging System appropriate for their vehicle.
2. Installation will be performed by a licensed and registered electrical contractor familiar with the installation and code requirement for the Electric Vehicle Charging System.
3. Owner has sole responsibility for all costs related to the Charging System including but not limited to installation costs, boring or trenching, costs to restore any Common Elements disturbed in the process of installation, and removal costs.
4. Use of the Charging System installed in any General Common Area by others is allowed.
5. Provide a certificate of insurance for homeowner's or personal liability umbrella in the amount specified in the policy to the Association, within 14 days of receipt of Association's approval of installation of the Charging System and prior to installation of the Charging System, naming the Association as an additional insured for any claim related to the installation, maintenance, or use of the Charging System.
6. Owner shall reimburse the Association for the actual cost of any increased insurance premium amount attributable to the Charging System, within fourteen days of receiving an invoice for such increased premium. The Association may collect this cost by assessment or other means.
7. Costs for any repairs or damages to the Limited Common Element or General Common Element of the Association including fixtures or improvements, that are incurred because of installation, maintenance, repair, removal or replacement are the responsibility of the Owner.
8. This agreement will remain in effect with the current Owner and any successor or subsequent owner. The Owner will be solely responsible for the removal of the Charging Station if a subsequent purchaser declines to purchase the Charging Station with the Unit.
9. Owner shall indemnify and hold harmless the Association and its officers, directors, managers, and members from any and all liability, costs, expenses, loss, damage, (including reasonable attorneys' fees), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, which results from, or is in any way related to, this Agreement and/or the installation, maintenance, repair, existence, and/or use of the EV Charging System. Owner hereby releases and forever discharges the Association and by these presents does, for Owner and Owner's successors and assigns, heirs, personal representatives, and agents release and

forever discharge the Association, its officers, directors, members, managers, successors and assigns of and from any and all liability, costs, expenses, loss, damage, (including reasonable attorney fees) manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim and loss whatsoever, in law or equity, against the Association that Owner ever had, now has, or which its successors and assigns may have, for, upon or by reason of, any matter, cause or things whatsoever, relating to this Agreement and/or the installation, maintenance, repair, use, existence, and/or upkeep of the EV Charging System.

10. Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the County of Jefferson, Colorado.
12. Remedies. In the event of a default under this Agreement, the remedies available to the non-defaulting party shall include all those remedies provided in the Declaration, or other legal documents of the Association, together with specific performance, damages or both. In addition, the prevailing party in any dispute shall be entitled to recover their reasonable costs and attorney fees. The license granted herein shall, at the option of the Association, terminate upon the earlier of: (i) the Owner's breach of this Agreement; or (ii) the Owner's abandonment of the rights granted to it pursuant to this Agreement.
13. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument
14. Amendment. This Agreement may not be amended except by a written instrument signed by all of the parties.
15. Successors/Assigns. This Agreement and Owner's obligation hereunder shall be a covenant running with the Unit and shall be binding upon the parties, and their successors and assigns, including all subsequent owners of the Unit. Owner hereby agrees to disclose the existence of this Agreement to any prospective purchaser of the Unit and, at the Association's request, to require any subsequent purchaser of the Unit to execute a similar agreement with the Association as a condition of any conveyance of the Unit
16. Agrees to comply with the Policy and Procedure for EV Charging Systems.
17. Comply with all other provisions contained in the Governing Documents for Rocky Mountain Village Estates Condominium Association.

By: _____

President, Rocky Mountain Village Estates Condominium Association

Owner:
