

WINDJAMMER HOMEOWNERS ASSOCIATION
NON-RESIDENT OWNER POLICY
10 March 2021

Authority: CRS 38-33.3-3.302, Powers of Unit Owners' Association, Paragraph (1) (q)
CRS 38-33.3-209.5(2), Levying Fines
Declaration, Section 707, Enforcement

Purpose: This Policy outlines the responsibilities of Non-Resident Homeowners with regards to Tenants and the Windjammer Homeowners Association ("**Association**"). A **Non-Resident Homeowner** refers to the Owner of any property subject to the Covenants and Policies of the Association who does not permanently reside in such property, regardless of whether the Owner resides in another property subject to the Covenants and Policies of the Association. A **Tenant** is any person occupying the property in the absence of the homeowner. This includes tenants, sub-tenants, assignees, or resident family members.

Official communications between Non-Resident Homeowners and the Association ("**Notices**") must be in writing. Notices from Non-Residents Homeowners must be **Provided**, or delivered, either by regular mail or by email to the addresses listed below.

Mailing address: Windjammer HOA, PO Box 62121, Colorado Springs, CO
80962-2121

Email address: treasurer@windjammercommunity.org

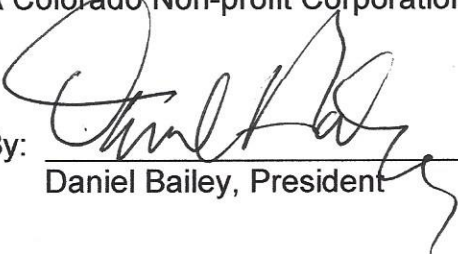
Requirements:

- a. **Change of address:** Every Non-Resident Homeowner is required to Provide Notice of his or her current addresses within fourteen (14) days of changing addresses.
- b. **Governing Documents:** Non-Resident Homeowners are required to give a set of governing documents (Covenants and Policies) to all Tenants before the Tenants take possession of any property subject to the Association's Covenants and Policies. Links to web provided documents will suffice.
- c. **Lease Agreement Provisions:** All lease agreements for property subject to the Association's Covenants and Policies must stipulate that any violation of the Covenants and Policies constitutes an event of default of the lease and could trigger consequences, including eviction. The Association recommends inclusion of a cannabis (marijuana) prohibition clause, as well.

- d. **Provide Copy of Lease Agreement:** Non-Resident Homeowners must provide a copy of each lease agreement within fourteen (14) days of execution. Any Non-Resident Homeowner who fails to Provide a copy of the lease agreement within the time allotted shall pay a late fee of \$1.00 per day late, following Notice from the Association and an opportunity for a hearing.
- e. **Property Management Agreement:** Non-Resident Homeowners must provide a copy of each property management agreement within fourteen (14) days of execution. Any Non-Resident Homeowner who fails to Provide a copy of the property management agreement within the time allotted shall pay a late fee of \$2.00 per day late, following Notice from the Association and an opportunity for a hearing.
- f. **Payment of Assessments:** Non-Resident Homeowners or their property managers shall pay all assessments levied by the Association. The Association does not accept payments directly from the Tenants.
- g. **Infractions of Rules, Covenants and Policies:** Non-Resident Homeowners are responsible for all infractions committed by the Tenants.
- h. **Requests to the Association:** Tenants must communicate any requests to the Association through the Non-Resident Homeowner. If exceptions are required, Non-Resident Homeowners must Provide proper power of attorney documents to the Association.
- i. **Suspected Criminal Activity:** The Association will report suspected criminal activity to the police. The applies to all Lots, whether the Owner is a resident or non-resident.

Windjammer Homeowners Association
A Colorado Non-profit Corporation

By:



Daniel Bailey, President