

**WINDJAMMER HOMEOWNERS ASSOCIATION**  
**NON-RESIDENT OWNER POLICY**  
**16 October 2025**

**Authority:** CRS 38-33.3-302, 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 Owner. 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-Resident Homeowners must be Provided, either by regular mail, or by email to one of the addresses listed below.

*Mailing Address:* Windjammer HOA PO Box 62121, Colorado Springs, CO 80962  
*Email Addresses:* treasurer@wjhoa.org or board@wjhoa.org

**Requirements:**

- a. **Change of Address:** Every Non-Resident Homeowner is required to Provide Notice of Address Change within fourteen (14) days of changing addresses, including moving back in to the property subject to Association Covenants and Policies.
- 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. This can include providing the links to governing documents located on the Association website: wjhoa.org.
- c. **Lease Agreement Provisions:** All lease agreements for property subject to the Association 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.
- 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 Tenants.
- g. **Infractions of Rules, Covenants, and Policies:** Non-Resident Homeowners are responsible for all infractions committed by 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 Colorado Springs Police Department. This applies to all Lots, whether the Owner is a Resident or Non-Resident.

IN WITNESS WHEREOF, the undersigned certifies that this Policy and Procedures was adopted by resolution of the Board of Directors of the Association on this 16th day of October 2025.

Windjammer Homeowners Association is a Colorado Non-profit Corporation.



Mark Hrdlichka  
President  
Windjammer HOA