

2022

# House Rules

## Broadway Commons



## Townhomes

Broadway Commons Townhomes  
Association  
5/13/2022

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**House Rules Document is a LIVING DOCUMENT Guidelines:**

Current changes in this year’s edition have the text in **Blue Font** and ‘images’ are outlined in **Blue Picture Frame**. Subsequent editions will change the text back to black font and remove the Picture Frame border for any images.

This will allow the reader to quickly identify current changes to this LIVING DOCUMENT.

## 1. Introduction

Broadway Commons Townhouses are a very special part of Denver’s history. They were built in 1895 by the City and County of Denver for the nurses of Denver General Hospital. Subsequent to that time, the Townhouses became individually owned. Then in early 1981, the twelve townhouses along Delaware St and Cherokee St were incorporated into an association called Broadway Commons Townhouses, Inc with the requisite Articles of Incorporation, Declarations and Bylaws.

Each Homeowner is given copies of the BCTA governing documents as part of their ESCROW process. The three BCTA governing documents are listed below.

**Governing Documents:**

1. Articles of Incorporation of Broadway Commons Townhouses Association
2. Declaration of Covenants, Conditions and Restrictions for Broadway Commons Townhouses
3. Bylaws of Broadway Commons Townhouses Association

Per the Bylaws, the Broadway Commons Townhouses Association (BCTA) Board of Directors (BOD) has the authority to create and distribute a House Rules document to the BCTA homeowners. The applicable Bylaws section is Article IV, Section 3 (b), and it is reprinted below.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation and use of the Project, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.

The current BCTA BOD has created this initial House Rules document, and it will be updated and electronically released to the Homeowners as part of the Annual Meeting proceedings. The House Rules document is divided into two major parts.

The first part will present past Homeowner Letters that were issued to provide guidance and interpretations of the Declarations and Bylaws to better inform the homeowners of the rules that govern our Association. All such Homeowner Letters found on our Electronic File Storage device are included in this initial House Rules document. Most likely, a number of Homeowner Letters were not saved in our Storage device, and the current BCTA BOD will not attempt to research them. Instead, we will continue to evolve this House Rules document to provide rules clarifications to the Homeowners.

The BCTA BOD review of past Homeowner Letters has resulted in issues that may make some of the past rules/guidance as no longer valid. This House Rules document will include a boxed insert at the conclusion of the letter to indicate aspects of the past Homeowner Letter that are no longer valid, and the steps the BOD plans to take to rectify the invalid guidance.

The second part will present the Bylaw Changes that the BCTA BOD presents at each BCTA Annual Meeting for Homeowner approval. If the Homeowners agree by a 'majority vote', then those Bylaw changes will be enacted and a subsequent Homeowner Letter will be written and delivered to each Homeowner, and published in the next House Rules document

*Please note that the BCTA is a small Home Owners Association (HOA) by most standards, and our HOA dues are set to cover the basics. In other words, the HOA dues are not sufficient to retain a Law firm to update our Governing Documents. Rather, we will use modifications to the Bylaws to change/clarify our Bylaws, if approved by a 'majority' vote of the Homeowners attending the Annual Meeting.*

Further, the BCTA BOD, hereafter referred to as BOD, intends this document to be a living document and subsequent versions will include additional House Rules Clarifications and amendments to our Bylaws that have been approved by a Majority Vote of the Homeowners at meeting convened with the purpose of approving such Bylaw amendments. We expect to conduct this business as part of our BCTA Annual Meeting.

## 2. Homeowner Letters/Guidance/Issues

### 2.1. Welcome Letter (from early 1981)

A Welcome Letter was sent to the Homeowners providing a some of the key aspects of the Declarations and Bylaws that affect day-to-day life at the BCTA. The intent of this letter was to be welcoming and informative. No date was provided on the document, but it is assumed to be released soon after the townhouses were formed into the BCTA. This Welcome Letter is provided in the boxed insert which follows.

To: New Residents of Broadway Commons Townhouses  
From: Broadway Commons Townhouses Association Board of Directors  
SUBJ: Covenants, Conditions, Stipulations & Other Information

The following general conditions, stipulations and protective covenants are imposed upon all Townhouses in accordance to the Declaration of Covenants, Conditions, and Restrictions for Broadway Commons Townhouses.

- 1) All Townhouses are for residential purposes only. No trade business or activity is allowed.
- 2) No animals, livestock, horses, or poultry of any kind shall be raised, grown, bred, maintained or cared for upon any site. Domestic household pets may be kept and cared for in accordance to the laws of the City and County of Denver. You must follow the city's leash law' do not allow your pet to roam loose.
- 3) No trash, rubbish or other waste dumping is allowed in front of the building or in back yards. Put garbage in plastic trash bags and use a receptacle for the storage and collection of the bags. The receptacle must be screened from public view and protected from disturbance.
  - a) Trash pick-up is on Friday mornings. When there is a holiday the pick-up is on Saturday morning.
  - b) Put trash out after dark on Thursday night or before 7 am Friday morning.
  - c) No burning of trash and/or rubbish is permitted.
- 4) No clothes lines are permitted unless they are below your backyard fence; screened from public view.
  - a) No clothes, rugs, or materials of any kind are permitted to be hung on front porches or backyard fences.
- 5) The front walkway, stoop, porch, and rear patio area should always be kept in a clean, orderly and sanitary condition; free of all snow, debris and other obstructions.
  - a) No furniture of any type is allowed on front porches.
  - b) Window ledge flower boxes are not permitted.
- 6) All other flower pots must not obstruct primary front porch appearance.
  - a) Unit resident is responsible for replacing lightbulbs in his exterior light fixture.

When parking on the street please be aware of the Parking Ticket Patrol! You may obtain a Residential Parking Permit, at no cost, from the City and County of Denver, Department of Public Works, Parking Management Section, 1445 Cleveland Place, Room 103, Denver, CO 80202.

The permit exempts your vehicle from the posted on-street parking time limit restrictions on our block. However, the permit does not guarantee a parking place nor parking privileges on street sweeping days. For further information on parking permits, please call 640-1372. (Please try and park in front of your unit whenever possible; allowing room for your neighbors' vehicle).

Broadway Commons Townhouses are a very special part of Denver's history. Built in 1895 by the City and County of Denver for the nurses of Denver General Hospital. We hope you enjoy living in the community.

**Homeowner Letter Issues:**

Several items in this Welcome Letter are no longer valid, and will be addressed at a future BCTA House Rules document.

- Trash: Over the past forty years, disposing of our trash has been an issue for many reasons.
  - There is no alley between the two wings of the BCTA; thus, storing our trash containers in the alley is not an option.
  - There is no direct access from the townhouse backyard and the curb without going through the townhouse and through the front door.
  - Denver trash pickup now uses large, 65-gallon trash containers that are unwieldy to keep in the Townhouse or to travel through the Townhouse and out the front door.
  - Denver does have the option to use smaller 35-gallon trash containers, but they only hold 2-3 tall kitchen bags.
  - All Recycle containers are similar in size to the 65-gallon trash container.
  - BOD will continue to develop concepts to install movable screens at the fronts of the buildings (along Delaware and Cherokee) that can be used to hide the containers and still allow each movement to the curbs on Trash Day. Some consolidation of recycle containers will most likely be needed.
  - Trash day pickup can vary over time. In 2021, the regularly scheduled trash day pickup is still on Friday.
  
- Porch Furniture: The BOD will be changing the porch furniture exclusion to allow patio furniture provided it is in good working condition and it is limited to one chair and one small side table.
  
- Parking: The Denver government agency handling Parking Permits is: Department of Transportation & Infrastructure. Go to the following website link to obtain a parking permit: [www.denvergov.org/Government/Departments/Parking-Division/Permits/Residential-Permits](http://www.denvergov.org/Government/Departments/Parking-Division/Permits/Residential-Permits)

[NOTE: Effective January 1, 2020, the Department of Public Works is now the Department of Transportation & Infrastructure.]

## 2.2. Collection Policy Notice

In 2003, a number of Homeowners were delinquent in paying their monthly HOA dues, and erosion in the HOA funds resulted. The BOD began formulating a policy to apply the Declarations and Bylaws into a Resolution that was approved by the BOD on November 2003. The BOD approved Collection Policy Resolution is provided in EXHIBIT A. The letter to the Homeowners is provided in the boxed insert which follows.

Dear Townhouse Owner:

The Broadway Commons Townhouse Association's Board met on November 20, 2003, and adopted a Collections Policy that will take effect on January 1, 2004. The Board currently consists of Jose Santiago, Mark Ginkle, Thyria Wilson, and Janet Dieckgrafe. The Association has a number of members who have not been paying their dues and this is threatening our bank balance and reserves. Consequently, the Board adopted the Policy, with the following primary provisions:

1. The due date for homeowners' dues is the 1<sup>st</sup> day of each month. The dues shall be sent to Broadway Commons Townhouse Association, c/o Thyria Wilson, 556 Delaware St, Denver, CO 80204.
2. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a \$20 late charge for each Owner who fails to timely pay his/her monthly installment of the annual assessment within 15 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 12% per annum on the amount owed for each owner who fails to timely pay their monthly installment of the annual assessment within 30 days of the due date.
3. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments of other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
4. Collection Process for Assessments and Other Charges. (Summarized). Due Date: 1<sup>st</sup> day of the month. Past Due Date (date payment is late if not received on or before that date): 10 days after the due date. First Notice (notice that late charges have accrued): 15 days after the due date. Second Notice (notice that late charges and interest have accrued, notice of intent to file lien: 30 days after due date. Delinquent account turned over to Associations Attorney; Lien files' Demand letter sent to Owner: 45 days after the due date.

Please review your enclosed payment records. If you do not agree with the amount owed, you will need to supply written documentation proving that you made a payment. If proof, satisfactory to the Board, is not supplied by December 20<sup>th</sup>, the Owner will be deemed to agree to the amount shown.

Thyria Wilson  
Secretary/Treasurer

**Collection Policy Issues:**

In 2020, the BOD decided to waive late fees for our Homeowners due to the on-going Pandemic that has seriously impacted the entire nation to meet their financial obligations.

We will continue to waive these late fees until the BOD determines that the severity of this financial situation has been reduced to a level that should not impact our Homeowners ability to pay their monthly HOA dues.

If a Homeowner continues to have financial constraints, then the BOD will work with that Homeowners to develop a payment plan that is acceptable to the BOD.

The BOD will notify the Homeowners in a separate letter when this Collection Policy described in the letter will be reinstated in full per the Collection Policy Resolution agreed to by a past BOD and re-affirmed by the current BOD at the February 2020 BOD meeting (2/10/21) with the following changes:

- The dues shall be sent to Broadway Commons HOA at the address listed below.

Broadway Commons HOA  
c/o Capitol Hill Management Company  
PO Box 460867  
Denver, CO 80246

- The new Homeowner Letter will be authored by the BOD President, Kevin Wagley (Unit 557 Cherokee St).

### 2.3. HOA Dues Late Payment Penalties

When the COVID-19 Pandemic began in March 2020, the HOA BOD voted to waive the late fees to minimize impacts to the Homeowners given the significant economic challenges brought about by the Pandemic. (Summer of 2020). In September 2021, the HOA Board voted to reinstate the HOA Dues late payment fees due to the much-improved economic outlook in the greater community. The reinstatement letter follows.

**HOMEOWNER EMAIL REGARDING REINSTATMENT OF HOA DUES LATE PAYMENT PENALTIES**

From: **Kevin E Wagley** <[bcta.president@gmail.com](mailto:bcta.president@gmail.com)>

Date: Thu, Sep 9, 2021 at 9:29 AM

Subject: BCTA Homeowner Dues Late Fee

Hi Homeowner,

Back in summer of 2020, the HOA Board voted to waive late fees and at last night's HOA Board meeting we voted to rescind the waiving of late fees. Please continue to pay your monthly dues on time.

Thanks,

Kevin

## 2.4. Special Assessment for Basement/Exterior Wall Repair

In 2021, Unit 564 Delaware St Homeowner notified the HOA Board of significant damage to their basement walls. This damage was to the Exterior Load Bearing masonry walls and the responsibility of the BCTA to repair. The BOD contacted a number of Masonry Contractors and received three firm quotes to repair the damage. The BOD selected the Brick Doctor to make the repairs at a cost of \$8,800, and the BOD determined that a Special Assessment in that amount would be levied to the Homeowners. A Homeowner meeting to present these findings and to ask for a vote to approve the Special Assessment was held, and the Homeowner letter below is a follow-up reminder to the USPS Mailed notification.

### HOMEOWNER EMAIL REMINDER OF THE SPECIAL ASSESSMENT MEETING, WED, FEB 9, 2022

From: **Kevin E Wagley** <[bcta.president@gmail.com](mailto:bcta.president@gmail.com)>

Date: Tue, Feb 8, 2022 at 8:20 AM

Subject: Broadway Common Townhomes - Special Assessment Meeting - Wednesday @7pm

Dear Homeowner,

By now you should have received a letter in the mail notifying you of a Special Assessment meeting this Wednesday at 7:00pm. Video conference link and phone number can be found at the bottom of this email.

As the letter detailed, will we voting on whether to accept the Special Assessment to fix the structural issues in 564 Delaware. Attached to this email are three bids we received. The HOA Board has decided to go with the Brick Doctor.

Our community's Bylaws and Declarations can be found here:

<https://hoamanagementdenver.com/properties/broadway-commons-townhomes/>

Refer to the Article XI Section 3(g) in the Declarations. A two-thirds (2/3) of the homeowners attending the meeting or who have designated a proxy will be required for passage. A quorum of homeowners is **not** required for this meeting or for the acceptance of the Special Assessment to pass so it is important that you to attend or designate a proxy.

During tomorrow's meeting we will be going over the financials briefly and explain why current HOA funds can't be used for this emergency repair.

Lastly, our Annual Meeting will be schedule for the end of March. During the Annual Meeting we need to hold an honest discussion about the future of our community in relation to critical repairs that need to be done soon to prevent further deterioration of the buildings. The HOA Board has a long list of needed repairs and a short supply of funds.

Thanks and I look forward to speaking with you tomorrow night.

Kevin Wagley, HOA Board President

At the meeting, a quorum of nine (9) Homeowners were present and by a vote of 8 AYE's and 1 NAY, the Special Assessment was approved subject to submitting a CLAIM to the Homeowner and BCTA Insurance companies. The Homeowner Claims had no standing since the affected areas were judged to be the responsibility of the BCTA. The BCTA Insurance Company (AmGUARD) also rejected the Insurance Claim, per the following:

*Raphael & Associates acting on behalf of AmGUARD rejected the Claim after determining that the damage is not covered since it was of natural wear and tear as well as negligence.*

Subsequent to that determination the following letter was USPS Mailed to each Homeowner. The contents of the letter comply with the BCTA Declarations and Bylaws.

**HOMEOWNER EMAIL RE: SPECIAL ASSESSMENT AMOUNT AND DUE DATE  
AFTER CLAIM DENIAL BY THE BCTA INSURANCE COMPANY**

From: **Kevin E Wagley** <[bcta.president@gmail.com](mailto:bcta.president@gmail.com)>

Date: Thu, Apr 7, 2022 at 4:13 PM

Subject: Special Assessment Update

Dear Homeowner,

I regret to inform you that our insurance claim through the homeowner's association policy was denied. The reason being "the exterior brick walls were damaged due to normal wear and tear, age, and deferred maintenance...". See the attached Insurance Report for more information.  
[Available upon Request]

The Special Assessment of **\$734.00** that was approved (8 Yes, 1 No) at the 2/9/2022 meeting will be levied on all unit owners. Per Article XI Section 3G of our community's Declarations, you have 30 days from the receipt of the letter that will be mailed to you from Capitol Hill Management to submit payment. Adding 5 days for USPS mailing, the due date will be May 15, 2022. Please submit payment to Capitol Hill Management in the same fashion as monthly dues.

Thanks,

Kevin

## 2.5. HOA Maintenance/Inspection Notification, May 2022

At the 2022 BCTA Annual Meeting, the BOD proposed Bylaws change to cover a procedure for Notifying the Homeowners of a Maintenance or Inspection action that was needed. See Section 3.3 for the underlying details and supporting rationale for this Bylaws Change.

Subsequent to this Bylaws Change approval a Notification Letter regarding an upcoming HOA Maintenance/Inspection action planned for mid May 2022 was sent to Homeowners. The letter announcing this action follows.

### **HOMEOWNER EMAIL RE: MAINTENANCE/INSPECTION 30 DAY NOTIFICATION**

From: **Kevin E Wagley** <[kwagley@gmail.com](mailto:kwagley@gmail.com)>

Date: Wed, Apr 13, 2022 at 7:18 PM

Subject: Broadway Commons Townhomes Ass. | Inspection Notice

Dear Homeowner,

Let this email serve as a 30 days preliminary notice that an inspection of your basement and exterior will be conducted by the HOA and contractors at least 30 days from now. Our goal is to assess if there is any damage to the building's foundation and assess what, if any, tuckpointing work needs to be done to the exterior brick to prevent water seepage and damage.

At the 2022 Annual Meeting, homeowners passed a House Rule to grant right of entry to your unit by the HOA to perform inspections and maintenance (see the attached) and levy a fine if the homeowner fails to provide access on said date. Once the HOA has coordinated the inspection date and time, you will receive a follow-up email. Then a 7-day firm notice via USPS will be mailed.

Please confirm that you received this email.

Thanks,  
Kevin

### 3. Homeowner Approved Bylaw Changes

The Homeowners approved by a majority vote the two BOD Proposed Bylaw Changes. As part of the discussion of the Common Areas Bylaw Change, the BOD accepted the need to clarify the process for evaluating and approving any Common Areas changes. The Annual meeting was re-scheduled to April 28, 2021, and this resulted in a delay to the initial publication of the BCTA House Rules document to June 2021.

#### 3.1. Annual Meeting Date

The Association defined the BCTA Annual Meeting to be on the 4<sup>th</sup> Monday of March. This is an overly restrictive constraint on finding a time convenient to all parties and meeting location availability. The approved Bylaw Change allows the BOD to select any day in the Month of March. See Appendix B-1 for the Proposed Change, the voting, and the disposition by the BOD at the Annual Meeting.

#### 3.2. Common Areas

The Association defined the BCTA Common Areas in the early 80's as part of the creation of the initial documents that established the Association. Over time, these common area responsibilities have evolved. The Association HOA Board proposed changes to our Bylaws so that the evolving nature could be defined in these House Rules. The Change Proposal was approved by a Homeowner majority at the April 2021 Annual Meeting. Specifically, Bylaws Article IV, Section 3 (c) was amended to allow the House Rules document to provide updated statements of the Common Area inclusions and exclusions. See Appendix B-1 for the Proposed Change, the voting, and the disposition by the BOD at the Annual Meeting.

As part of the discussion of this Bylaws Change, a question regarding the approval process for making Common Area changes was raised. The BOD indicated that the BOD would have the authority to make the changes, and they would do so at the monthly BOD meetings. The BOD further stated that the BOD would clarify the approval process in the initial House Rules document. See boxed insert below.

**Common Area Inclusion/Exclusion Change Approval Process:** BOD would notify the Homeowners of any Proposed Change to the Common Area Inclusion/Exclusion. The notification would provide a description of the Proposed Change, the BOD meeting date to hear any Homeowner Discussion of the Proposed Change, and the subsequent BOD meeting date (typically 30 days later) that the BOD would vote on the Proposed Change. This process will keep the communication open and transparent and allow the Homeowners to voice their opinions and concerns to the BOD for the Proposed Change. The notification will be my individual email and a posting on our Property Management website.

The Bylaws Committee, formed in July 2020, took on the task to align the Common Area Inclusions/Exclusions in line with evolving interpretations. The balance of this section presents the Bylaws Committee proposed and BOD approved Common Area Inclusions/Exclusions. The BOD monthly meeting minutes document this process and the writeup that follows in the balance of this section has been provided to all homeowners since February 2021. The BOD considers this to be ample Homeowner notification.

Article X and XI in the Declarations document serve to define the responsibilities of the Owner and the Association, and thus defining the Common Areas that align with the Association. A brief recap of the pertinent sections is provided below. The Owner should review the Declarations document for more detail and definition.

- Article X Owner responsibilities: This section defines the Owner to be responsible for all interior surfaces and appliances and systems (electrical, plumbing, and heating/cooling) and must keep these items in good repair. Their responsibility extends to the rear patio, back yard, and front porch. The Owner shall not disturb or relocate any pipes, wiring, conduits or systems which pass through the Owner's unit and which serves one or more other Townhouses within the Project.
- Article X Association responsibilities: This section defines the Association to be responsible for all exterior maintenance and repair of the Townhouses including but not limited to: painting, care of roofs, gutters, downspouts and general exterior building surfaces and maintenance of trees, shrubs, grass and other exterior site improvements, but not including walkways, porches, porch steps, window glass or screens appurtenant to a Unit. The Association shall provide for all administration and management of the Project including enforcement of the covenants, conditions, and restrictions set forth in the Governing Documents. This article also allows the Association to hire a professional management company.
- Article XI, Section 1 (b) Exterior Maintenance of Units: This section details that the Association Dues are to include the costs to provide all exterior maintenance of the units and re-iterates the list of items covered by this directive.

Since initially defining these Common Areas, the Association has determined that the certain aspects of the Walkways and Porches have moved from the Owner responsibility to the Association responsibility and thus becoming part of the Common Areas. This movement is prompted by safety concerns and a desire to provide a uniform appearance and maintain the curb appeal of the Project. The term window is rather expansive, and the BOD is now clarifying the Window inclusions and exclusions.

Per the approved Bylaw Change to Article IV, Section 3 (c), the BCTA House Rules document is clarifying the Association Common Area inclusions and exclusions. Please note an 'inclusion'

indicates that the Association is responsible for this item and its maintenance. Likewise, an 'exclusion' confirms that the Owner is responsible for this item and its maintenance.

New Association Walkway, Porch and Window Common Area Inclusions:

- Walkway surface repairs to eliminate safety concerns or graffiti removal
- Walkway snow removal on all applicable walkways and paths leading to individual unit steps along the 6<sup>th</sup> Avenue, Cherokee St, and Delaware St.
- Porch roofing and structural repairs including repainting all exterior surfaces (including any lead paint mitigation requirements)
- Porch deck and steps coating to maintain surface integrity and water resistance protections
- Window sill repairs and painting when performed as part of a general maintenance and repair of the Project windows (included in the BOD Reserve Study)

Clarification of Remaining Walkway and Porch Common Area Exclusions:

- Walkways will be swept or washed down to and from their units
- Porch decks and steps will be kept free of exterior structures or furniture unless approved by the BCTA BOD
- Porch decks and steps will be kept clean and free of debris
- Owner is responsible for removing from their front porch (including steps) as liability for this area falls under the Owner.
- Window glass replacement, window system upgrades ([Note 1](#)), Security Bar maintenance and repair.

(Note 1) Once the HOA completes the planned Window Sill Repair project and an Owner makes an upgrade to their window system then the owner must restore the Window Sills to same color, material and texture of the Window Sill Repair project via coordination with the Architecture Control Committee.

Please note that our Insurance Company, recently, required us to either remove the window Security Bars or make the window Security Bars have interior quick release mechanisms to ensure a quick and safe exit from the building units in the event of an emergency. The BOD determined that the Security Bars are considered window appurtenant, and thus, the responsibility of the Owner. In 2020, the Homeowners either had their window Security Bars removed or retrofitted with quick release mechanisms. If any Owner wishes to modify their window Security Bar configuration, it will be the responsibility of the Owner, and the BOD requests that the Owner apply to the Architecture Control Committee for approval. This approval step is to evaluate the impact of the proposed window Security Bar configuration

change on the front facing curb appearance the configuration change since all of the Delaware St units chose to keep their window Security Bars, and the Cherokee St owners elected to have theirs removed. In some cases, the Owner pre-paid their window Security Bar upgrades and in other cases the costs for these upgrades were pre-paid by the Association so that the Project could be completed in a timely manner. All Owners have subsequently paid for their Units upgrades or bar removals.

To further clarify the Association responsibilities for the exterior maintenance of the Project, see the annotated listing below which provides the full responsibilities of the Association in this regard.

- Painting (of the exterior surfaces including all window sills)
- Care of the Roofs
  - (Building roofs include surface membrane repairs and complete membrane recoating to maintain roof warranties)
  - (Porch roofs include periodic individual porch shingle repairs and shingle re-roofing when shingles have reached the end of their useful life)
- Gutters and downspout (repairs and/or replacements)
- General exterior building surfaces (to include brick tuck-pointing and brick replacements, and any repair/replace of any roofing structural components including any Architectural Trim Repairs (Note 2))
- Tree, shrub, and grass maintenance (to include tree trimming, weeding, and any other actions needed for these items)
- Fence maintenance (will be limited to normal wear and tear and exclude any damage caused by negligence by the homeowner, renter or guest)
- Fence replacement (Note 2)
- Other Site Improvements (Note 2)

(Note 2) These items are part of the BOD Reserve Study, and competitive bids will be collected and analyzed by the BOD with a recommended fiduciary plan for payment with the options as: a) using Reserve Funds; b) raising the HOA Dues; or c) implementing a Special Assessment.

### 3.3. HOA Maintenance/Inspection Notification Procedure

Access to the Homeowner units to perform Maintenance and Inspection actions by the Association or its authorized agents has been hampered by homeowner non-response. Past access requests have used emails, Porch notices, USPS mailings and the success has been spotty at best. The recent Special Assessment for a Basement Wall repair has prompted the Association to plan on inspections of all structures, utilities, and storage conditions that involve Association maintenance responsibilities with the goal of identifying any maintenance actions in a timely manner. Each unit will be inspected at least once every three years. The Association

has evaluated various options for notifying and scheduling the inspections and/or maintenance repairs, and they have determined that fines for non-response to planned inspections or repair actions is the most direct way to ensure that the Association can perform their duties as specified in the Declarations and Bylaws of the Association.

It is noted that access to the interior of a Homeowner's unit is needed to inspect the unit backyard exterior brick and fences as well as inspections and repairs of the unit basements. The approved Bylaw Change allows the BOD to schedule maintenance and/or inspection actions in a timely and straightforward manner.

If the Homeowner fails to adhere to the procedure outlined in the Bylaw Change, then a \$100 fine for the first infraction and \$50/day thereafter will be levied per the approved Bylaw change approved at the March 2022 BCTA Annual Meeting. See Appendix B for the Bylaw change wording.

### 3.4. Homeowner Day-of-Action

Homeowners have suggested a "Day of Action" type of event that would bring the Homeowners together to perform some maintenance and/or repair actions to improve the curb appeal of the Association and also to reduce our maintenance actions that could be performed by the Homeowners. The Association Board discussed this idea and whole heartedly supports it, and the votes at the 2022 March BCTA Annual Meeting also approved implementing this community project. The BOD will formulate options in Spring and plan the "Day of Action" in late summer or early Fall. See Appendix B for the Bylaw change wording.

## 4. Pending Change Proposals

Other areas of the Governing Documents are being evaluated (see list below). However, the BOD is not ready to move forward on formulating these changes at the 2021 Annual Meeting.

- HOA Fines for Violating Rules
- Complaint Process
- Party Wall Dispute Arbitration Process

## APPENDIX A

### Collection Policy Rules Resolution

Clarification of the BCTA Collection Policy for our Home Owner Association (HOA) dues was documented and released to our Homeowners in 2003. This section will reprint the Notice sent to each Homeowner and the underlying recital of the applicable Declarations provisions that govern this aspect of the BCTA Project.

The following resolution has been adopted by the Broadway Commons Townhouse Association, Inc, a non-profit Colorado Corporation (the "Association") pursuant to Colorado law, as a regular meeting of the Board of Directors.

#### RECITALS

- A. The Association is charged with certain responsibilities regarding the care, maintenance and service of certain portions of the units and common elements.
- B. The Association must have the financial means to discharge its responsibilities.
- C. The Board of Directors has a responsibility to pursue collection of assessments and other charges from Owners pursuant to the Broadway Commons Townhouses Association's Declarations ("Declaration") and the Bylaws of the Association and First Amendment of said Bylaws.
- D. The Board of Directors of the Association desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Association.
- E. The Board of Directors believes that it is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters.

NOW, THEREFORE, BE IT RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. Due Dates. The monthly installments of the annual assessment as determined by the Association and as for in the Declaration shall be due and payable on the first day of each month. Assessments or other charges not paid in full to the Association within ten days of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within fifteen days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent owners(s), the owners of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.

2. Receipt Date. The Association shall post payments on the day that the payment is received by the Associations Treasurer (or Property Management Company).
3. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a Twenty Dollar (\$20.00) late charge for each Owner<sup>4</sup> who fails to timely pay his/her monthly installment of the annual assessment within fifteen days of the due date. This late charge shall be a “common expense” for each delinquent Owner. The Association shall impose interest from the date due at the rate of 12% per annum on the amount owed for each owner who fails to timely pay their monthly installment of the annual assessment with thirty days of the due date.
4. Personal Obligation for Late Charges. The late charges shall be the personal obligation of the Owner(s) of the unit for which such assessment of installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.
5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a Twenty Dollar (\$20.00) fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a “common expense” for each Owner who tenders payment by check or other instrument, which is not honored, by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owners(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for the payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations of this Resolution after the date adopted as shown above. If two or more of an Owner’s checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the Owners future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in additions to any late fees or interest incurred by tan Owner. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment is not timely made within ten days of the due date. If two or more of a unit owners’ checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the owner’s future payments, for a period of one year, be made by certified check or money order.
6. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

7. Application of Payments. All sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied to payment of any and all legal fees and costs including attorney fees). Expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application to any special or regular assessments due or to become due with respect to such Owner.

8. Collection Process.

a. After an installment of an annual assessment or other charges due to the Association becomes more than fifteen (15) days delinquent, the Association will send a written notice ("First Notice") of non-payment, amount past due, notice that late fees have accrued and request for immediate payment.

b. After an installment of an annual assessment of other charges due to the Association becomes more than thirty (30) days delinquent, the manager is directed to send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment.

c. After an installment of an annual assessment or other charges due to the Association becomes more than forty-five (45) days delinquent, the Association shall file a lien and turn the account over to the Associations attorneys for collection. Upon receiving the delinquent account, the Associations attorneys shall send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due and any and all costs of filing the lien. Upon further review, the Associations attorneys may file a summons and compliant with the court of jurisdiction. If a judgement or decree is obtained, including without limitation a foreclosure action, such judgement or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest.

d. In addition to the steps outlined above, the Association may also elect to suspend the voting rights of any owner whose account is past due at the time of such voting.

9. Collection Procedure/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessments and other charges. The Attorney is to consult with the Association at all times, to determine if payment has been arranged or what collection procedure are appropriate.

10. Certification of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee, upon written request, first class postage prepaid, return receipt, to the Association's Secretary, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a Ten Dollar (\$10) fee. However, if the account has been turned over to the Association's attorney, such request shall be handled through the attorney.

11. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of foreclosure by any holder of an encumbrance against

any unit within the Association, the Manager shall advise the Association's attorney of the same and turn the account over to the Associations' attorney.

12. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorneys, the attorneys shall take an appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney is authorized to take whatever action is necessary, in consultation with the President of the Board of Directors, believed to be in the best interest of the Association, including, but not limited to:

- a. Filing of a suit against the delinquent Owner for a money judgement;
- b. Instituting a judicial foreclosure action of the Associations lien;
- c. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Associations interests;
- d. File a court action seeing appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

Upon referral of any matter to the Associations' attorney, the Treasurer, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

13. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to: obtain payment of current assessments, reduce past due assessments; and prevent the waste and deterioration of the property.

14. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner in county court for a money judgement. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgement lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

15. Notification and Communication with Owners. The Association shall, upon written request, first class postage prepaid, return receipt, provide Owners with a copy of this Resolution, which shall become effective upon its adoptions. All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Associations attorney unless the attorney is present or has consented to the contact.

16. Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify the Owners of the adoption of these policies and procedures. Once an Owner's account is turned over to the Associations attorney, all communication regarding the account must be made through the attorney. However, the Association has the option and the right to continue to evaluate each delinquency on a case-by-case basis.

17. Defenses. Failure of the Association to comply with any provision in this Collection Policy shall not be deemed a deference to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

18. Amendment. This Collection Policy may be amended from time to time by the Board of Directors.

IN WITNESS WHEREOF, the undersigned certify that this Resolution was adopted by the Board of Directors of the Association this 27th day of November 2003.

THE BROADWAY COMMONS TOWNHOUSES ASSOCIATION, INC.

By: signed in original document

Mark Ginkle, Vice-President

ATTEST:

By: signed in original document

Thyria Wilson, Secretary

**APPENDIX B**

**HOMEOWNER APPROVED BYLAWS CHANGES**

Meeting	Change Proposal Title
Apr2021	Annual Meeting Date Change
Apr 2021	Exterior Maintenance Change
Mar 2022	Maintenance/Inspection Notification Procedure
Mar 2022	Day-of-Action Procedure



## 2021 Bylaws Change Proposal: Annual Meeting Date

**BYLAWS REFERENCE:** Administration / Annual Meetings

**BYLAWS SECTION:** Article III, Section 3

**PURPOSE OF CHANGE PROPOSAL:**

To provide the BCTA BOD greater flexibility in scheduling the BCTA Annual Meeting. BOD requests that the Annual Meeting be scheduled on a Monday in March of each year.

**'WAS' WORDING:**

Except as is otherwise provided in these Bylaws, the first meeting of the Association shall be held the fourth Monday of March, 1981, or subsequent thereto, when seventy-five percent (75%) of the Townhouses have been sold by the Declarant. Thereafter, the annual meeting of the Association shall be held on the fourth Monday of March of each succeeding year. At such meetings, there shall be elected by ballot of the Owners, a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

**'IS' WORDING:**

Except as is otherwise provided in these Bylaws, the first meeting of the Association shall be held the fourth Monday of March, 1981, or subsequent thereto, when seventy-five percent (75%) of the Townhouses have been sold by the Declarant. Thereafter, the annual meeting of the Association shall be held on any day in the month of March of each succeeding year. At such meetings, there shall be elected by ballot of the Owners, a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

**VOTE RESULTS:** \_\_\_\_\_ 9 \_\_\_\_\_ Ayes      \_\_\_\_\_ 0 \_\_\_\_\_ Nays

**DISPOSITION:** Change amended to be any day in the Month of March during meeting



## 2021 Bylaws Change Proposal: Exterior Maintenance

**BYLAWS REFERENCE:** Board of Directors / Other Powers and Duties

**BYLAWS SECTION:** Article IV, Section 3 (c)

### **PURPOSE OF CHANGE PROPOSAL:**

The Association defined the BCTA Common Areas in the early 80's as part of the creation of the initial documents that established the Association. Over time, these common area responsibilities have evolved. The Association HOA Board proposes that this Bylaws section be amended to specifically allow the House Rules document to provide to provide further definition of the Common Area inclusions and exclusions of the Project (where Project is the BCTA). The House Rules document wording will identify how the Declarations are being updated.

### **'WAS' WORDING:**

(c) To keep in good order, condition and repair all of the common property within the Project, all items of common personal property used by the Owners for the enjoyment and maintenance of the Project and exterior maintenance of each Townhouse as is provided in the Declaration.

### **'IS' WORDING:**

(c) To keep in good order, condition and repair all of the common property within the Project, all items of common personal property used by the Owners for the enjoyment and maintenance of the Project and exterior maintenance of each Townhouse as is provided in the Declaration and supplemented by the House Rules further defining the Common Area inclusions and exclusions of the Project.

**VOTE RESULTS:** 9 Ayes 0 Nays

**DISPOSITION:** BOD took an action to clarify the BOD approval process for making Common Area changes and document it in the initial House Rules document

Broadway Commons



Townhouses

## 2022 Bylaws Change Proposal: Owner Obligations in support of Association Maintenance Actions

BYLAWS REFERENCE: Obligations of the Owner

BYLAWS SECTION: Article XI, Section 5

### PURPOSE OF CHANGE PROPOSAL:

Access to the Homeowner units to perform Maintenance and Inspection actions by the Association or its authorized agents has been hampered by Homeowner non-response. Past access requests have used emails, Porch notices, USPS mailings and the success has been spotty at best. The recent Special Assessment for a Basement Wall repair has prompted the Association to plan on inspections of all structures, utilities, and storage conditions that involve Association maintenance responsibilities with the goal of identifying any maintenance actions in a timely manner. Each unit will be inspected at least once every three years. The Association has evaluated various options for notifying and scheduling the inspections and/or maintenance repairs, and they have determined that fines for non-response to planned inspections or repair actions is the most direct way to ensure that the Association can perform their duties as specified in the Declarations and Bylaws of the Association.

*It is noted that access to the interior of a Homeowner's unit is needed to inspect the unit backyard exterior brick and fences as well as inspections and repairs of the unit basements.*

### 'WAS' WORDING:

5. Right of Entry and Access. For the purpose of performing the exterior maintenance required, the Association through its authorized agents or employees, shall have the right to enter upon the site, interior or exterior of a Townhouse at reasonable hours.

*Continued on the next page*

Broadway Commons



Townhouses

## 2022 Bylaws Change Proposal: Owner Obligations in support of Association Maintenance Actions (continued)

BYLAWS REFERENCE: Obligations of the Owner

BYLAWS SECTION: Article XI, Section 5

### 'IS' WORDING:

5. Right of Entry and Access. For the purpose of performing any required exterior maintenance, the Association through its authorized agents or employees, shall have the right to enter upon the site, interior or exterior of a Townhouse at reasonable hours to conduct an inspection or perform maintenance repairs. The Association will provide a 30 day preliminary notice and a 7 day firm notice to the homeowners about upcoming inspections and/or repairs. If a homeowner can not support the Firm Notice date, then the homeowner will provide an alternate mechanism for access or reschedule the time and date with the BCTA Board Secretary. Failure to do so will subject the homeowner to a \$100 fine for the first missed appointment and \$50 per day the homeowner fails to reschedule the appointment. Guidelines for these notices are:

a. Preliminary Notice by Email will be given 30 days in advance with a request for a homeowner receipt acknowledgment.

b. Firm Notice by USPS Mail and Email will be given 7 days in advance with a request for a homeowner receipt acknowledgment.

VOTE RESULTS: 8 Ayes 0 Nays

DISPOSITION: BOD took action to clarify 'IS' wording to provide a preliminary 30 day EMAIL notification followed by a written 7 day USPS Mailed (above reflects those changes)

Broadway Commons



Townhouses

## 2022 Bylaws Change Proposal: Owner “Day of Action”

BYLAWS REFERENCE: Obligations of the Owner

BYLAWS SECTION: Article XI, Section 2 (b)

### PURPOSE OF CHANGE PROPOSAL:

Homeowners have suggested a “Day of Action” type of event that would bring the Homeowners together to perform some maintenance and/or repair actions to improve the curb appeal of the Association and also to reduce our maintenance actions that could be performed by the Homeowners. The Association Board discussed this idea and whole heartedly supports it. We propose to take suggestions from the Homeowners in the spring for a late summer or early fall “Day of Action” project. This would allow the Association Board to secure the materials and tools and communicate the project plan to all Homeowners.

### ‘WAS’ WORDING:

2. Obligations of the Owner: (b) General. Each Owner shall always endeavor to observe and promote the purposes for which this planned residential community was and is being developed.

### ‘IS’ WORDING:

2. Obligations of the Owner: (b) General. Each Owner shall always endeavor to observe and promote the purposes for which this planned residential community was and is being developed. With this aim in mind, the Association Board will plan, organize, and schedule a yearly “Day of Action” to allow each Homeowner to participate in a Maintenance/Repair Project event. This will build a community feeling and help each Homeowner minimize Association expenses.

VOTE RESULTS: 8 Ayes 0 Nays

DISPOSITION: Approved for incorporation into the House Rules document