

Casolar del Norte Homeowners Association

Construction Policy

Effective Date: January 22, 2021

Pursuant to Colorado law, the Board of Directors of the Association desires to adopt a policy to address procedures for the administration of construction and renovation projects within the Association.

The Association hereby adopts the following policies and procedures for the administration of construction and renovation projects within the Association.

1. Permitting of Projects

- A. As well as following the regulations set forth in the Governing Documents, all projects must be properly permitted under the Town of Vail regulations. The permit, permitted plans and scope of work must be sent to the Board of Directors of the Association. Any time a building permit is provided by the Town of Vail, a copy of the permit and related plans must be filed with the Board of Directors of the Association, whether or not the project requires HOA approval.
- B. The Owners of any party wall unit adjoining the Unit seeking a permit must consent in writing to the proposed project.
- C. As part of approval of any permitted project (whether HOA approval is required or not) a site plan, including the location of proposed contractor parking, material storage, construction access, and debris storage and removal must be sent to, and approved by, the Board of Directors of the Association prior to the commencement of any work.
- D. In accordance with Colorado law, all utilities must be properly marked before any excavation work may commence. Failure to do so will result in immediate revocation of all permissions.

2. Licensed and Bonded Tradesmen

All contractors working on a permitted project within the Association must be licensed, bonded and properly insured. A General Liability

insurance certificate naming the Association as an additional insured must be provided to the Board of Directors of the Association prior to the commencement of any work.

3. Timing of Work

A. Any work involving the Common Area, including but not limited to excavation, driveway repair or maintenance, laying of utilities, must be permitted, approved by the Board of Directors, and completed between May 1 and November 15th of each year. In addition, no work may commence without a properly signed Agreement to Repair and Restore (attached hereto as Exhibit A) on behalf of the Association.

B. Contractors, construction workers and their suppliers shall have access to their worksite Monday-Saturday from 8:00 am to 6:00 pm. No access shall be granted to any construction site on Sundays or the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, or New Years' Day.

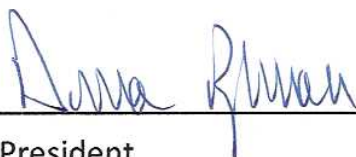
4. Parking of Construction Vehicles

The Board of Directors shall determine, based on the site plan, the location of the project, and the timing of the project, how many construction vehicles may be parked on Casolar Del Norte Drive at any one time and shall provide that in writing to the Unit Owner. Any vehicles in excess of that number are subject to towing. There shall be no overnight parking of any construction vehicle or personal vehicle belonging to any construction worker. There shall be no parking of any vehicles on Casolar Del Norte Drive during any snowfall.

IN WITNESS WHEREOF, the undersigned certify that this Construction Policy was

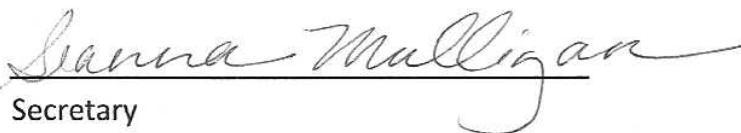
adopted by resolution of the Board of Directors of the Association on this
22nd day of January, 2021.

Casolar Del Norte Homeowners Association, by

A handwritten signature in blue ink that reads "Donna Ruman". The signature is written in a cursive style and is positioned above a solid black horizontal line.

President

Attest

A handwritten signature in blue ink that reads "Sianna Mulligan". The signature is written in a cursive style and is positioned above a solid black horizontal line.

Secretary

Exhibit A to Casolar Del Norte HOA Construction Policy:

Agreement to Repair and Restore

Agreement to Repair and Restore

This AGREEMENT is made effective the ____ day of _____, by and between CASOLAR DEL NORTE HOMEOWNERS ASSOCIATION, a Colorado non-profit corporation ("Casolar") and _____, the homeowner of _____ ("Homeowner").

RECITALS

- A. Casolar is the Association responsible for overseeing common areas ("Common Areas") located in the subdivision known as Casolar Del Norte ("Subdivision"), located in the Town of Vail, Colorado, which Common Areas are intended to be devoted to the common use and enjoyment of the owners of lots located within the Subdivision.
- B. Casolar is also responsible for maintaining and administering the Common Areas pursuant to the terms and provisions of the Amended and Restated Declaration of Covenants and Restrictions for Casolar Del Norte, as recorded on December 11, 1992 with the Eagle County Clerk ("Declaration").
- C. Homeowner needs to [insert scope of work].
- D. Such construction work may require encroachment into the Common Areas and may result in damages to elements of Common Areas, which may include (but is not limited to) landscaping or the road ("Damaged Improvements").
- E. Homeowner has indicated its commitment to undertake the repair and/or restoration of any and all Damaged Improvements to the satisfaction and standards of Casolar and the parties are entering into this Agreement to memorialize that commitment.

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein, and other good and valuable consideration, receipt and sufficiency is acknowledged by the parties, the parties agree as follows:

- 1) Pre Construction Requirements and mutual understanding
 - a) Scope of work is _____.
- 2) Listing and repair of Damaged Improvements
 - a) On completion of work Homeowner shall notify Casolar that work (and to Homeowners belief all repair to Damaged Improvements) has, in Homeowners opinion, been completed.
 - b) Within fifteen (15) business days of such notice Casolar will review the Common Areas.
 - c) If Casolar agrees that all work has been completed in a satisfactory fashion, Casolar shall provide Homeowner with written notice confirming that Homeowners obligations to Casolar under this Agreement have been met.
 - d) Alternatively, if Casolar finds defect or issue in Damaged Improvements, within that same fifteen (15) business day period Casolar shall provide Homeowner with written notice and list of

which damaged Improvements have not been repaired or restored to the satisfaction or standards of Casolar and the terms of section 3 below shall apply.

3) Undertaking by Homeowner of Repair/Restoration

Upon receipt of the list of Repair/Restoration Items from Casolar (if any from section 2d above), Homeowner shall promptly, at no cost to Casolar, effect the repair and/or restoration of all Repair/Restoration Items ("the Work"). All of the Work shall be properly performed by Homeowner and its contractors, shall be in material compliance with applicable construction standards, laws and codes, and all of the Work shall be of good workmanship and materials. All of the Work shall be substantially completed by _____. Homeowner shall warrant the Work against defects in workmanship and materials for two (2) years after the date of substantial completion. All of the Work shall be undertaken in a commercially-reasonable manner and in such manner as to minimize interference with the use of the Common Areas by the owners of lots in Casolar Del Norte, and others entitled to undertake such use.

4) Indemnification. Homeowner shall defend, indemnify and hold Casolar, and Casolar's members, directors and officers, harmless from all actions, claims, demands, liabilities, and damages, resulting to or arising out of any injury to persons, damage to personal property, or physical damages to the Common Areas (or any structures or improvements located therein), which are threatened, imposed on or incurred by Casolar as a consequence of any acts or omissions on the part of Homeowner, its employees, agents, contractors or subcontractors, or anyone acting on behalf of the aforementioned parties in connection with any of the construction activities undertaken by Homeowner within Subdivision.

5) Insurance. Homeowner and its contractors shall carry and maintain in force, at its expense, at all times during the performance of any of its construction activities within the Subdivision the following minimum insurance coverage:

<u>Coverage</u>	<u>Minimum Limit</u>
Workers' Compensation	Statutory
General Liability	\$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate

On request, Homeowner shall furnish Casolar with such insurance certificates or other appropriate written evidence reflecting Homeowners compliance with these requirements.

6) Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (c) on the

business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Casolar: Casolar Del Norte Home Owners Association
 PO Box 2966
 Vail, Colorado 81658-2966

If to Homeowner: _____

Or to such other address as the parties may designate in writing.

7) Binding. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

CASOLAR DEL NORTE HOMEOWNERS

[insert HOMEOWNER name here]

By: _____

By: _____

Its: _____