

**RESOLUTION OF  
JASMINE ASSOCIATION  
REGARDING PREVENTION AND/OR EXTERMINATION OF PESTS**

**SUBJECT:** Adoption of a resolution regarding the prevention and/or extermination of bedbugs, termites, mice and other pests.

**PURPOSE:** To establish a policy to be followed to prevent infestations of pests, and to be followed in the event pests are discovered within the community.

**AUTHORITY:** The Condominium Declaration for Jasmine ("Declaration"), Bylaws, and Articles of Incorporation of the Association and Colorado Law.

**EFFECTIVE  
DATE:**

  
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**RECITALS**

- A. The Association has an obligation to protect the property within the community and particularly the Common Elements.
- B. The Board is empowered to oversee the administration and operation of the Community in accordance with the terms and provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and Policies (collectively, the "Governing Documents").
- C. Pursuant to Article 4, Section 4.4 of the Declaration, Owners are responsible for the maintenance of their Units and certain utilities serving their Units.
- D. Pursuant to Article 6, Section 6.2 of the Declaration, the Association is generally responsible for the maintenance of the Common Elements.
- E. Article 4, Sections 4.5 and 4.7.1 of the Declaration provides that the Association has the irrevocable right to have access to each Unit and to all Common Elements from time to time to prevent damage to the Common Elements, or to any Unit.
- F. Article 5, Section 5.1 and Article 6, Section 6.8 of the Declaration and Article IV of the Bylaws state the Association shall have all powers set forth in the Governing Documents and the Colorado Common Interest Ownership Act.
- G. Article 4, Section 4.7.2 of the Declaration provides if the need for maintenance of any portion of the Community is caused by or in any way results from the negligent or willful act or failure to act, or the misconduct of an Owner or an Owner or a related user's use, then the expenses, costs, and fees incurred by the

Association for such maintenance, repair, or replacement shall be the personal obligation of such Owner, and shall be charged to such Owner.

- H. The Board seeks to ensure that the Community, including the Units, are properly maintained to prevent and/or properly mitigate the infestation of bedbugs, termites, cockroaches, mice or other pests within the Community.
- I. It is essential that any infestation of pests within the Community be promptly addressed to prevent the spread of such infestation throughout the Community.
- J. There is a need to establish both orderly and uniform procedures to address any infestation of pests in Units and/or Common Elements for the purpose of protecting the Units and Common Elements of the Community.

NOW, THEREFORE, THE BOARD OF DIRECTORS HEREBY RESOLVES:

1. Unit Owners shall immediately report to the Board of Directors, in writing, any evidence of pests, including but not limited to bedbugs, termites, cockroaches, and mice, found within their Units and/or which they may discover in the Common Elements.

Basic information regarding bedbugs:

- Bedbugs travel from place to place in clothing, backpacks, and luggage. Bedbugs are not attracted to humans because of poor hygiene; blood is their source of food.
  - People entering a Unit, especially from other infested Units that have bedbugs, can bring bedbugs with them.
  - Bedbugs are active mostly at night and are hard to see. You would typically become aware of them only by receiving a bite.
  - Bedbugs burrow into bedjoints and corners, bedding, furniture (especially wood), and baseboards. They are killed by heat, so regular washing of bedding and clothes in very hot water and/or drying at high heat is important.
  - Bedbugs can enter a Unit through second-hand mattresses, headboards (especially wood), sofas, etc.
  - Any attempt by a Unit Owner to eradicate bedbugs themselves with the use of common household bug sprays may make the problem worse because the bedbugs may burrow deeper into their hiding spots.
2. Upon any such notification, the Association shall notify the potentially affected Unit Owners that are located adjacent to the affected Unit in the building of the potential pest infestation. All notified Owners shall have their Units inspected at the Owner's expense within seven calendar days of notification to ensure the infestation has not affected the surrounding Units. After the requested inspection has been completed, each Owner shall provide the Board a copy of the inspection

report within five calendar days of the inspection. Failure to have the Unit inspected shall be a violation of this Policy.


3. After the Association receives the results of the inspections conducted pursuant to Paragraph 2 above, the Board of Directors shall make a determination of whether the infestation is contained to only one Unit or whether it has spread to more than one Unit and/or the Common Elements. The Association shall then notify the Owners of infested Unit(s) of such determination.
4. In the event a pest infestation is contained to only one Unit and has not spread to other Units or the Common Elements, the Owner of the infested Unit shall, within five calendar days of the notification of the determination that the pests are contained only to that Unit, exterminate the pests within the Unit through the use of a qualified exterminator, in the case of bed bugs, the use of a qualified heat extermination method or one of equal efficiency that may be approved by the Board from time to time. Within 10 calendar days of such extermination, the Owner shall provide the Association with a written certification or other documentation from the exterminator hired by the Owner showing that extermination is complete. Failure to comply with any portion of this provision will be deemed a violation of this Policy. Notwithstanding the preceding, at any time, if in the Board's sole determination such infestation is of such a nature as to require Association action, the Board may assume such inspection and extermination and charge the cost back to the Owner of the Units affected. All exterminators shall be licensed and qualified to exterminate the specific pests discovered.
5. In the event a pest infestation is present in multiple Units and/or the Common Elements, the Association may either:
  - a. Require each affected Unit Owner to exterminate the pests within each Owner's Unit, as described in Paragraph 4 above. In such case, the Association shall be responsible for the extermination of the pests from the Common Elements; OR
  - b. Undertake extermination of all affected areas, including all infested Units and any infested Common Elements. In such case, the Association shall assess back to each affected Owner his or her proportionate cost of the extermination as it relates to the extermination of the pests from that particular Owner's Unit. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit as described in this Paragraph, but may do so in its sole discretion. Unit Owners shall allow access to their Unit for such purposes pursuant to the Declaration.
6. Notwithstanding the foregoing, in the event the infestation of pests is determined to be the result of or was caused by the negligent or willful act of failure to act, or misconduct of an Owner or an Owner's Related User, all expenses and costs

incurred by the Association to exterminate the pests from the Community, including both Common Elements and Units, shall be the obligation of the Unit Owner as an Assessment.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association on 12/10/2012 and in witness thereof, the undersigned has subscribed his/her name.

**JASMINE ASSOCIATION**

By:   
Its: President