



2880 South Locust St
Denver, CO 80222
Phn: 303-757-1546

A Resolution and Policy of the Board of Directors of Plaza de Monaco Towers Condominiums Association, Inc.

September 11, 2024

Concerning Towers Buildings and Window and Sliding Door Replacements

Whereas: Pursuant to the Declaration of Covenants, Conditions and Restrictions of The Plaza De Monaco Towers Condominiums, Phase No. 1 dated February 22, 1980 and all subsequent amendments and supplements thereto, (collectively "Declaration"), Plaza de Monaco Towers Condominiums Association, Inc. ("PDMTCAI") has the responsibility of management and governance of the Plaza De Monaco Towers Condominiums property addressed as 2880 S. Locust St., Denver, CO 80222 ("Property").

Whereas: Included in the PDMTCAI Property are the 2 Towers buildings addressed as 2880 S. Locust; Denver, CO 80222 ("Towers Buildings").

Whereas: The City and County of Denver Energize Denver benchmarking program has documented 2018 baseline Energy Usage Intensity (EUI) for PDMTCAI Towers Buildings of 76. Through operational improvements, the buildings are currently operating at EUI of 71.

Whereas: The State of Colorado and the City and County of Denver have established mandatory reduced PDMTCAI Towers Building EUI targets of 65 for 2025, 59 for 2027, and 51.5 for 2030.

Whereas: The City and County of Denver has established substantial fines that may be assessed to building owners for failure to meet assigned building energy usage target.

Whereas: Heating and cooling for the interior of the Units in the Towers Buildings is provided on a common system with the expense being a common expense of PDMTCAI.

Whereas: Recent analysis of PDMTCAI's Towers' energy usage and alternatives to reduce the EUI indicates that upgrading single-pane windows and sliding doors to low e double-pane glass will achieve a reduction of at least 6 EUI to meet the 2025 required target of 65.

Whereas: The original windows and sliding glass doors for the Towers Buildings are single-pane aluminum frame and very energy inefficient (collectively "Original Windows").

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Whereas: Pursuant to the Declaration Paragraph 16, PDMTCAI has the power to perform the replacement of the Original Windows which are obsolete, damaged, or otherwise not in good repair and to repair or replace any other items for which an individual Unit Owner is responsible and the Unit Owner has not taken action to repair or replace such items.

Whereas: Numerous unit owners have already replaced and upgraded windows and sliding glass doors in their units with double pane energy efficient windows and doors pursuant to the policies and procedures in effect in Section 7, paragraphs 3(b), (c), (f), and (g) of the current Rules and Regulations dated November 4, 2021 (“Conforming Replacement Windows”).

Whereas: PDMTCAI Staff has performed an initial review of the conditions of the existing windows and sliding doors to determine that there are at least 179 windows and 106 sliding doors that must be replaced with Conforming Windows.

Whereas: PDMTCAI Staff has received contractor rough estimates that Conforming Replacement Windows can be installed in the Towers Buildings for a total project cost of approximately \$500,000. Depending on the quantity of windows and doors in each unit, the maximum cost to the specific unit owners should not exceed \$7,000.

And

Whereas: In accordance with Declaration paragraph 16, Unit Owners are financially responsible for the maintenance, repair, and replacement of unit windows and skylights.

Now Therefore, be it Resolved:

- 1) In accordance with the requirements of the Declaration and in order to reduce the waste of energy and reduce the common expense, all inefficient and obsolete Original Windows and previously replaced windows not in good repair must be replaced as soon as possible by the Unit Owners.
- 2) PDMTCAI Staff shall contact each Towers building Unit Owner to inspect the windows and sliding doors to assess and inventory the condition of each of the windows and sliding glass doors of the Units in the Towers Buildings and determine if the windows and sliding glass doors require replacement pursuant to this policy (“Window Inventory”). The Window Inventory shall be posted in the party room and on the PDMTCAI information boards upon completion.
- 3) Written notification of the determination will be provided to each responsible Unit Owner within 10 days after the Window Inventory is posted.

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- 4) Unit Owners who wish to dispute the determination that the windows in their Unit are not Conforming Replacement Windows have the right to request a hearing before the Board of Directors to appeal the decision. Upon conclusion of the hearing, the determination of the conformity of the windows and doors will be made by the Board of Directors and will be final.
- 5) Any Unit Owner may elect to have their windows and sliding glass door replaced by a contractor of their choice and at their direct expense. Unit Owner must notify PDMTCAI before __September __25__, 2024 if they wish to use their own contractor.
- 6) PDMTCAI shall negotiate a contract with a window supplier and installer to complete replacement of all non-conforming windows by the end of 2024.
- 7) The actual direct cost of purchasing and installing the windows and doors in each Unit will be the responsibility of the respective individual Unit Owners and will be an individual unit assessment (“Window Assessment”) pursuant to the Declaration.
- 8) The Window Assessment will be due and payable in __six? Twelve?__ equal monthly installments commencing with the month that the windows are ordered from the manufacturer. There shall be no finance charges for installment payments and no penalty for advance payment in full should an owner so elect. After __6? 12?__ months, remaining window balances will be considered to be past due. All past-due sums shall be collectable pursuant to the then-existing collections policy in force, including charges for all applicable late fees, interest, collections costs and attorney fees.

In witness, hereof:

President (Kim Trzynski-Fernandez)_____

Secretary (Brittany Pyle)_____