

**DILLON VALLEY EAST CONDOMINIUM ASSOCIATION
POLICY CONCERNING BEDBUGS, INSECTS, AND PESTS**

Effective May 15, 2023

The following Policy Concerning Bedbugs, Insects, and Pests (the “Policy”) was adopted by Dillon Valley East Condominium Association (the “Association”) and made effective as of the date set forth above.

RECITALS

- A. Dillon Valley East Condominium Association was formed for the purpose of managing the property subject to the Amended and Restated Condominium Declaration for Dillon Valley East Condominium Association, recorded on June 24, 2022, at Reception No. 1291654, in the real property records of Summit County, Colorado, as may be amended from time to time (the “Declaration”).
- B. The Declaration places certain responsibilities on Owners of Units within the Dillon Valley East community (the “Community”) to maintain their Units in a clean, sanitary, and attractive condition.
- C. The presence of bedbugs, insects, and other pests in the Community or Units in the Community would constitute significant health risks to Community residents.
- D. Sections 8.5 and 9.2 of the Declaration grant the Association the right and authority to enter Units as necessary to carry out its functions and duties.
- E. The Association has the power to provide for, and further the interests of, the members and residents of the community through the adoption of rules and regulations governing the use of the Units and Common Elements.
- F. The Board of Directors of the Association (the “Board”) desires to educate Owners and residents about bedbugs, and provide procedures for reporting, detecting, inspecting, and treating bedbugs, insects, and pests as well as allocating the costs of detection, inspection, and treatments.

NOW, THEREFORE, the Board hereby adopts the following policy:

- 1. **Basic Information About Bedbugs.**
 - a. 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.
 - b. People entering a resident’s Unit, especially from other infested units that have bedbugs, can bring bedbugs with them.
 - c. Bedbugs are active mostly at night and are hard to see. You would become aware of them only by receiving a bite.
 - d. Bedbugs burrow into bed joints and corners, bedding, furniture (especially wood), and baseboards. They are killed by heat, so regular washing of bedding and clothing in very hot water and/or drying at high heat is important.
- 2. **What Residents Can Do**
 - a. Protect yourself with frequent laundering of bedding, and vacuuming.
 - b. Do not bring used mattresses, headboards (especially wood), sofas, etc., into your Unit.
 - c. Do not attempt to eradicate bedbugs yourself. Common household bug sprays will only make the problem worse because the bedbugs will burrow deeper into their hiding spots.

3. Reporting, Detecting, and Treating the Problem of Bedbugs, Insects, or Pests.

- a. Unit Owners and residents are responsible for preventing and reporting the presence of bedbugs, insects, and pests in their Units.
- b. The presence of bedbugs, insects, or pests in the Community, or suspicion of the presence of bedbugs, insects, or pests in the Community (whether in a resident's own Unit or another resident's Unit) should be reported immediately to the Community Manager.
- c. The Community Manager will be responsible for verifying the presence of bedbugs, insects, or pests in the suspected locations. The Community Manager shall have the right, along with other authorized agents of the Association, to enter the Units where the presence of bedbugs, insects, or pests is known or suspected. The Community Manager or the Association's agents shall be entitled to use such means of inspection and detection as are customary in the industry, including bedbug sniffing dogs.
- d. Entry shall be during regular business hours and following notice to the affected residents, except that entry may be made at any time and without notice in the event of an emergency. The Community Manager shall attempt to provide notice in writing mailed by regular mail to the resident, if time permits, or by other methods (e.g., posting notice on the Unit's front door, e-mail, or telephone if such contact information is available for the resident); however, entry shall not be restricted if the Community Manager is unable to make personal contact with the affected residents.
- e. If the presence of bedbugs, insects, or pests is detected, the Community Manager shall determine a plan for treatment and extermination of the bedbugs, insects, or pests in all the affected Units. The plan for treatment and extermination shall be communicated to the Unit Owners (and Unit residents if different than the Owners) in the most expeditious manner possible.
- f. Affected Unit Owners and residents, at their expense, will be responsible for implementing the treatment and extermination plan as specified by the Community Manager, including within the time frame specified by the Community Manager. Upon completion of the treatment and extermination, the affected Unit Owners and residents shall provide written notification to the Community Manager of such completion. Written notification shall include invoices of the contractor providing the treatment and extermination.
- g. If the affected Unit Owners and residents fail to complete the treatment and extermination plan within the time specified by the Community Manager, the Community Manager may implement the treatment and extermination plan, at the affected Unit Owner's expense, through contractors selected by the Community Manager.
- h. Unit Owners and residents shall cooperate with the Board and the Association's authorized agents, including vendors and the Community Manager, to implement and facilitate the treatment and extermination plan, including, without limitation, providing access to their Units, re-locating to another residence during the treatment, or removing or destroying personal property, furnishings, or clothing. Contaminated items shall be discarded in accordance with instructions provided by the Board or the Association's authorized agents or Community Manager.
- i. Owners of the affected Units will be required to pay the costs and expenses incurred to detect, inspect, treat, and exterminate as follows:
 - i. If one or more Units are reasonably determined to be the source of bedbug, insect, or pest infestation, the cost and expense of detection and inspection will be assessed against the Owners of the Units determined to be the source, equally.

- ii. Owners will bear the cost and expense of treating and exterminating their own Units. If Owners fail to perform treatment and extermination as required by this Policy, the cost and expense of treatment and extermination incurred by the Association will be assessed against the Owner's Unit.
 - iii. If the Common Elements are reasonably determined to be the source of bedbug, insect, or pest infestation, the cost and expense of detection, inspection, treatment, and extermination will be a Common Expense.
 - iv. The cost and expense of inspection where no infestation is found will be a Common Expense.
 - v. Assessments made as provided herein will be treated as an Assessment provided for in the Declaration, and the Association shall have all rights and remedies to collect the same as provided for in the Declaration.
- j. Owners and residents are responsible for the cost and expense of replacing their personal property, furnishings, or clothing.
4. Neither the Association, nor its members, directors, officers, management company, agents, or employees (collectively, the "Protected Parties") shall have any liability for their actions undertaken under this Policy, except for gross negligence or intentional misconduct. The Protected Parties shall be entitled to reimbursement and indemnification from the affected Owner for any claim, loss, liability, or damage arising out of their actions undertaken under this Policy, except for gross negligence or intentional misconduct, including any attorneys' fees and costs incurred to defend against the same.
5. The Association may adopt specific procedures from time to time as necessary to implement this Policy, including, without limitation, requiring inspections of Units on a periodic basis or between changes in occupants. Such specific procedures may include, without limitation, assigning certain actions and responsibilities to the Association's management company. If such an assignment occurs, the management company shall have all rights of the Board provided herein.

Adopted this 15th day of May 2023.

DILLON VALLEY EAST CONDOMINIUM ASSOCIATION

By: Richard Garcia
President

ATTEST:

By: Joyleen Helcoski
Secretary