

**Construction Defect Action Reform Act of 2003, as amended in 2010 (CDARA) §13-20-801, et seq.**

**Local Ordinance Comparison**

Subject	CDARA and Colorado Case Law	Local Ordinances <sup>1</sup>	Comments
	<p><b>Construction Defect Action Reform Act of 2003, as amended in 2010 (CDARA)</b></p> <p><b>§13-20-801, et seq.</b></p>	<p><b>Arvada</b> (Ordinance No. 4537, January 4, 2016) plat note only;</p> <p><b>Aurora</b> (Ordinance No. 2015-35, September 14, 2015);</p> <p><b>Castle Rock</b> (Ordinance No. 2016-009, April 5, 2016) plat note only;</p> <p><b>Centennial</b> (Ordinance No. 2015-0-29, December 7, 2015; Supplemented May 13, 2016);</p> <p><b>Colorado Springs</b> (Ordinance No. 15-93, December 8, 2015);</p> <p><b>Commerce City</b> (Ordinance No. 2060, August 1, 2015);</p> <p><b>Denver</b> (Ordinance No. 913-15 January 1, 2016);</p> <p><b>Fort Collins</b> (Ordinance No. 030-2016, March 15, 2016);</p> <p><b>Lakewood</b> (Ordinance No. O-2014-21, February, 2014);</p> <p><b>Littleton</b> (Ordinance No. 25 and 27, Series of 2015, May 21, 2015)</p> <p><b>Lone Tree</b> (Ordinance No. 15-03, September 1, 2015);</p> <p><b>Loveland</b> (Ordinance No. 6004, March, 2016);</p> <p><b>Parker</b> (Ordinance No. 8.28.2, September 21, 2015);</p> <p><b>Wheat Ridge</b> (Ordinance No. 1587, November 9, 2015) Plat note only.</p>	<p><a href="#">Arvada, Colorado Code of Ordinances Sec. 3.8.3</a></p> <p>Aurora, 2015-35 not yet codified.</p> <p><a href="#">Castle Rock, Colorado Municipal Code Sec. 17.24.050</a></p> <p>Centennial, Sec. 18-10-50</p> <p>Colorado Springs, Sec. 6-14-101, et seq.</p> <p>Colorado Springs, Sec. 6.14.101, et seq.</p> <p>Commerce City, Sec. 5-19001, et seq.</p> <p>Denver, Sec. 10.201, et seq.</p> <p>Fort Collins, Sec. 5-350, et seq.</p> <p>Lakewood, Sec. 14.26.010, et seq.</p> <p>Littleton, Sec. 4-7-1, et seq.</p> <p>Lone Tree, Colorado Municipal Code Sec. 18-12-20, et seq.</p> <p>Loveland, Chapter 15.58</p> <p>Parker, Colorado Municipal Code Sec. 13.07.230, et seq.</p> <p><a href="#">Wheat Ridge, Colorado Code of Ordinances Sec. 26-420</a></p>

<sup>1</sup> “12 cities have passed local construction-defects reform ordinances” according to opening remarks of House Minority Leader Brian DelGrosso R-Loveland on January 4, 2016 as reported in the *Denver Business Journal*. As of June, 2016, the number climbed to 14. Note: Three cities considered ordinances but no action was taken in 2016: Brighton, Broomfield and Longmont.

Subject	CDARA	Local Ordinances	Comments
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<p><b>Legislative Declaration</b></p> <p><b>Relationship of city building codes to construction defect claims</b></p>	<p>C.R.S. §13-20-802  “. . . [C]hanges in the law are necessary and appropriate concerning actions claiming damages, indemnity, or contribution in connection with alleged construction defects. It is the intent of the general assembly that this part 8 apply to these types of civil actions while preserving adequate rights and remedies for property owners who bring and maintain such actions.</p>	<p><b>Aurora Ordinance Sec. 22-701 and 702</b>  “Encourage the construction of owner-occupied, multi-family developments in the city.”</p> <p><b>Centennial Ordinance Sec. 18-10-10</b>  Same language as Aurora and Lakewood.</p> <p><b>Colorado Springs Sec. 6.14.101 and 102</b>  Same language as Aurora  “This article shall apply only to construction in residential, common interest communities created after the effective date hereof.”  Similar to Lakewood.</p> <p><b>Denver Ordinance Sec. 10.202</b></p> <p>(a) <i>In general.</i> “A violation of any city building code as adopted in article II of this chapter 10, or a failure to substantially comply with any such code shall not create a private cause or action. A violation or any city building code as adopted in article II of this chapter 10, or a failure to substantially comply with any such code may not be used to support or prove any <i>construction defect claim</i> . . .”</p> <p>(b) <i>No strict liability for building code violations.</i></p> <p>(c) “Code compliant improvements shall not be considered defective.”</p>	

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<p>Legislative Declaration</p> <p>Relationship of city building codes to construction defect claims</p>		<p><b>Fort Collins Sec. 5-350 and 352</b>            Similar to Denver            “In general. A violation of any section of Articles I through VII of this Chapter, or a failure to substantially comply with any portion thereof, shall not create a private cause of action. A violation of any section of this Chapter, or a failure to substantially comply with any portion thereof, may not be used to support or prove any construction defect claim, regardless of the statutory or common law theory under which the claims asserted, unless the violation or failure to substantially comply causes one or more of the following:            (1) Actual damage to real or personal property;            (2) Actual loss of the use of real or personal property;            (3) Bodily injury or wrongful death;            (4) A risk of bodily injury or death to, or a threat to the life, health, or safety of, the occupants of residential real property; or            (5) To the extent permitted under Colorado law, other financial losses or damages directly caused by the violation of sour substantial failure.”             “No strict liability.” Same as Denver.</p>	

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<p>Legislative Declaration</p> <p>Relationship of city building codes to construction defect claims</p>		<p><b>Lakewood Ordinance Sec. 14.26.010</b> The purpose of the ordinance is to “encourage the construction of owner-occupied multi-family developments in Lakewood.”</p> <p><b>Littleton Sec. 4-7-1</b> “Encourage the construction of owner occupied multi-family developments in the city of Littleton;”</p> <p><b>Loveland Ordinance 15.58.010</b> Similar to Aurora</p>	
<p><b>Defined Terms</b></p>	<p>C.R.S. §13-20-802.5 Defined terms: “Action” “Actual damages” “Claimant” “Construction professional” “Notice of claim”</p> <p>C.R.S. §13-20-806 Incorporates defined terms: “noneconomic loss or injury” from §13-21-102.5 “derivative noneconomic loss or injury” from §13-21-102.5(2)(a) “inflation”</p> <p>C.R.S. §13-20-808 Defined terms: “Insurance” same as §10-1-102</p>	<p><b>Aurora Ordinance Sec. 22-702</b> Same as Littleton <b>“Builder”</b> mean any entity or individual, including, but not limited to, a builder, developer, general contractor, contractor, subcontractor, architect, engineer or original seller who performs or furnishes the design, supervision, inspection, construction or observation of any improvement to real property that is intended to be occupied as a dwelling or to provide access or amenities to such an improvement. <b>“Construction defect”</b> means any alleged defect in the design or construction of an improvement to real property which causes any damages to, or the loss of use of, real</p>	

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Defined Terms	<p>“Insurance policy”  “Insurer” same as §10-1-102  “liability insurance policy”</p> <p>(3) “In interpreting a liability insurance policy issue to a construction professional, a court shall presume that the work of a construction professional that results in property damage, including damage to the work itself or other work, is an accident unless the property damage is intended and expected by the insured.”</p> <p>(6) Can exclude coverage with unambiguous language, proven by the insurer by a “preponderance of the evidence.”</p> <p>(7) Duty to defend is triggered by the notice of claim and cannot be withdrawn unless “the insurer has reserved such right in writing when accepting or assuming the defense obligation.”</p>	<p>or personal property, or personal injury, including, but not limited to any condition where a structure or any portion thereof <i>does not conform in all material respects to the applicable section(s) of the building code</i>, or does not conform to the manufacturer’s specifications if those specifications are more strict than the applicable provisions of the building code.”</p> <p><b>Centennial Ordinance Sec. 18-10-20</b>  Focus on common interest community.  <b>“Construction defect</b> means any alleged defect in the design or construction of any improvement to real property which causes any damages to, or the loss of use of, real or personal property, or personal injury.”</p> <p><b>Colorado Springs Ordinance Sec. 6.14.103</b>  “Builder” Same as Aurora  “Common Interest Community” §38-33.3.103(8) (CCIOA)  <b>“Construction Defect”</b> “A defect in the design or construction of any improvement to real property that causes: a) actual damage to real or personal property, b) actual loss of use of real or personal property, c) bodily injury or wrongful death, or d) a substantial risk of bodily injury or</p>	

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Defined Terms		<p>death to, or threat to the life, health, or safety of, the occupants of residential real property.”  “Declarant” §38-33.3-103(12)  “Homeowner”  “Homeowners’ Association” §38-33.3-103(3)</p> <p><b>Commerce City Ordinance Sec. 5-19002</b>  Defined terms:  “Builder”  “Common interest community”  “Condominium”  <b>“Construction defect”</b> “means any instance in which a structure or portion thereof does not conform in all material respects to the applicable section(s) of the building code, or does not conform to the manufacturer’s specifications if those specifications are more strict . . .”  “Homeowner”  “Homeowner’s association”</p> <p><b>Denver Ordinance Sec. 10.201</b>  Defined terms:  “Association” incorporates CCIOA  “Common interest community” incorporates CCIOA  <b>“Construction defect claim”</b> “means a civil action or an arbitration proceeding for damages, indemnity, or contribution brought against a</p>	

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Defined Terms		<p>development party to assert a claim, counterclaim, cross-claim, or third-party claim for damages or loss to, or the loss of the use of, real or personal property or personal injury cause by a defect in the design or construction of an improvement to real property that is part of a common interest community.</p> <p>“Declarant” incorporates CCIOA  “Development party”  “Executive Board” incorporates CCIOA  “Governing documents”  “Unit” incorporates CCIOA  “Unit Owner” incorporates CCIOA</p> <p><b>Fort Collins Ordinance Sec. 5-351</b>  Similar to Denver</p> <p><b>Lakewood Ordinance Sec. 14.26.020</b>  “Builder”  “<b>Construction Defect</b>” “means any instance in which a structure or portion thereof does not conform in all material respects to the applicable section(s) of the Building Code, or does not conform to the manufacturer’s specification if those specifications are more strict than the applicable provisions of the Building Code.”  “Homeowner” “means any person who owns a unit in a condominium or planned community. . .” incorporates CCIOA.</p>	

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Defined Terms		<p><b>Littleton Sec. 4-7-2</b> Same as Aurora</p> <p><b>Lone Tree Sec. 18-12-20</b> "Builder" "Common interest community" "Condominium" "Construction defect" similar to Commerce City. "Cooperative" "Declarant" "Homeowner" "Homeowners association"</p> <p><b>Loveland Sec. 15.58.020</b> "Builder" "Building code" "City" "Common interest community" "Condominium" "<b>Construction defect</b>" means any alleged defect in the design or construction of any improvement to real property which causes any damages to, or the loss of use of, real or personal property, or personal injury." Same as Centennial.</p>	
<b>List of Defects Required</b>	C.R.S. §13-20-803 List of defects must be filed with the Court or Arbitrator within 60 days after the service of		



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	the complaint. But failure to file will not delay trial setting.		
<b>Potential Claimants/Respondents</b>	None described.	<p><b>Aurora Ordinance Sec. 22-703 and 704</b>  <i>Same as Commerce City and Littleton</i>  <b>“Potential respondents”</b> Any person or entity within the definition of a “builder” as defined in section 22-702(b) of this Code is subject to the requirements of this article.</p> <p><b>Centennial Ordinance Sec. 18-10-30 and 18-10-40</b>  Same as Aurora, Commerce City and similar to Parker.</p> <p><b>Commerce City Ordinance Sec. 5-19003</b>  “An original homeowner or a subsequent homeowner or a homeowners’ association representing the interests of homeowners may provide the notice of a claim of a <i>construction defect</i>, provided the notice is sent within the applicable time period.”</p> <p><b>Littleton Sec. 4-7-3 and 4-7-4</b>  Same as Aurora and Commerce City</p> <p><b>Lone Tree Sec. 18-12-30</b>  Same as Commerce City.</p> <p><b>Loveland Sec. 15.58.030 and 040.</b>  Same as Aurora</p>	

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Potential Claimants/Respondents		<p><b>Parker Sec. 14.26.070</b>  “Original buyers or subsequent buyers of an attached single-family dwelling or a unit in a multi-family building, or the governing homeowners association may send the notice of Construction Defect, provided the notice is sent within the applicable time period.”</p>	
<b>Notice of Claim Process</b>	<p>C.R.S. §13-20-803.5  Describes the notice of claim process, right to request an inspection and deadlines. The notice of claim process must be completed before suit is filed, or if suit is filed, then the suit is stayed until the process is complete.</p> <p>§803.5(12) Limits the action to actual damages if the notice of claim process is followed by the construction professional.</p>	<p><b>Aurora Ordinance Sec. 22-705</b>  Tracks the CDARA Notice process. Same as Centennial, Commerce City and Littleton.</p> <p><b>Centennial Ordinance Sec. 18-10-50</b>  Tracks the CDARA Notice process. Same as Aurora, Commerce City and Littleton.</p> <p><b>Colorado Springs Ordinance Sec. 6.14.201 – 203</b></p> <p><b>Commerce City Ordinance Sec. 5-19005</b>  Describes the notice of claim process. Tracks the State statute process with the following additions:  (b) Listing of builder’s responsibilities. If the builder does not respond to a notice claim, the claimant is released from complying with the ordinance.  (c) “A builder responding to a claimant’s request for documents may charge reasonable copying costs and may require the copies of the documents to be made on site.”</p>	

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Notice of Claim Process		<p>(d) Tracks State statute as to right to inspect. Builder shall provide proof of liability insurance coverage before inspection. The builder’s inspection may be observed.</p> <p><b>Lakewood Sec. 14.26.050</b> Similar to Commerce City.</p> <p><b>Littleton Sec. 4-7-5</b> Similar to Aurora, Centennial and Commerce City.</p> <p><b>Lone Tree Sec. 18-12-50</b> Same as Commerce City.</p> <p><b>Loveland Sec. 15.58.050</b> Similar to Commerce City</p>	
<b>Builder’s right to repair</b>	<p>C.R.S. §13-20-803.5(3) Builder may make an offer of repair, which the claimant can reject.</p> <p>No right to repair.</p>	<p><b>Aurora Ordinance 22-706</b> Similar to Littleton</p> <p><b>Builder my elect to repair:</b> “[w]ithin 30 days of the initial inspection or testing, or within 14 days of builder’s acknowledgement of the notice of claim, whichever is later.</p> <p><b>Centennial Ordinance Sec. 18-10-60</b> Same as Aurora and Commerce City.</p> <p><b>Colorado Springs Sec. 6.14.201</b> “Monetary Settlement or Builder Right to Repair” Notice provisions track CDARA</p> <p><b>Commerce City Ordinance Sec. 5-19006</b> <b>Builder has a right to repair:</b></p>	

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Builder's right to repair		<p>(a) Within thirty (30) days of the initial inspection or testing, or within fourteen (14) days of builder's acknowledgement of the notice of claim, whichever is later. . ."</p> <p>(c) Claimant may object to proposed repair ". . . if the claimant believes in good faith that the proposed repairs will not remedy the alleged <i>construction defect</i>." "The builder may elect to modify the proposal, in whole or in part, in accordance with the claimant's objection. . ."</p> <p>(e) "The builder shall notify the claimant when repairs have been completed. The claimant shall have ten (10) days following the completion date to have the premises inspected to verify that the repairs are complete and satisfactorily resolved the alleged construction defects. A claimant who believes in good faith that the repairs made do not resolve the construction defects may proceed with the filing of an action, unless notice and consent are required by section 5-19010."</p> <p><b>Lakewood Ordinance Sec. 14.26.060</b></p> <p>A. Builder has the right to repair ". . . and the Claimant may not, directly or indirectly, impair, impede or prohibit the Builder from making repairs."</p> <p>Builder may elect to repair 30 days after initial inspection.</p>	

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Builder's right to repair		<p>C. Allows claimant to deliver a written objection to the proposed repair 10 days after receipt of builder's repair election. The builder may modify its proposal or proceed with the original scope of repair.</p> <p>E. Completion of repairs. "A claimant who believes in good faith that the repairs made do not resolve the defects may proceed with the notice required by 14.26.100" (informed consent of homeowners).</p> <p><b>Littleton Sec. 4-7-6</b> Similar to Commerce City</p> <p><b>Lone Tree Sec. 18-12-60</b> Similar to Commerce City and adds: (e) "Nothing in this Article shall preclude the claimant and builder from reaching a mutual agreement regarding a full or partial settlement and withdrawal of the <i>construction defect</i> claim."</p> <p><b>Loveland Sec. 15.58-060</b> Similar to Aurora</p>	
<b>Warranty of Repairs</b>	None.	<p><b>Aurora Sec. 22-707</b> 2-year warranty. Same as Centennial, Littleton, Loveland and Parker</p> <p><b>Centennial Sec. 18-10-70</b> Same as Aurora, Littleton, Loveland and Parker</p>	

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Warranty of Repairs		<p><b>Colorado Springs Sec. 6.14.204</b> One-year warranty</p> <p><b>Commerce City Ordinance Sec. 5-19007</b></p> <p><b>Littleton Sec. 4-7-7</b> Same as Aurora</p> <p><b>Lone Tree Sec. 18-12-70</b></p> <p><b>Loveland Sec. 15.58.070</b> Same as Aurora, Centennial and Parker.</p> <p><b>Parker Sec. 14.26.070</b> “The repair work performed by the Builder shall be warranted against material defects in design or construction for a period of <b>2 years</b>, which warranty shall be in addition to any express warranties on the original work.</p> <p>Same as Aurora, Centennial and Loveland</p>	
<b>Subsequently discovered defects.</b>	No specific section.	<p><b>Aurora Ordinance Sec. 22-708</b> Same as Centennial, Colorado Springs, Commerce City, Littleton, Loveland and Parker</p> <p><b>Centennial Ordinance Sec. 18-10-80</b></p>	

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Subsequently discovered defects.		<p>Same as Aurora, Colorado Springs, Commerce City, Littleton, Loveland and Parker.</p> <p><b>Colorado Springs Ordinance 6.14.205</b> Similar to Aurora, Centennial, Commerce City, Loveland and Parker</p> <p><b>Commerce City Ordinance Sec. 5-19008</b> “Any alleged <i>construction defect</i> discovered after repairs have been completed shall be subject to the same requirements” of the ordinance.</p> <p><b>Lakewood Sec. 14.26.080</b></p> <p><b>Littleton Sec. 4-7-8</b> Aurora, Centennial, Colorado Springs, Commerce City, Loveland and Parker.</p> <p><b>Lone Tree Sec. 18-12-80</b> Same as Commerce City, but repeats language from <b>18-12-60</b>.</p> <p><b>Loveland Sec. 15.58.080</b> Aurora, Centennial, Colorado Springs, Commerce City and Parker</p> <p><b>Parker Sec. 14.26.080</b> “Any alleged Construction Defect discovered after repairs have been completed shall be subject to the same requirements of this Chapter if the Builder did not have a notice or an opportunity to repair the particular defect.”</p>	

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<p data-bbox="191 203 506 738"><b>Mandatory Arbitration/Settlement</b></p> <p data-bbox="191 738 506 1424"><b>Mandatory Arbitration/Settlement</b></p>	<p data-bbox="506 203 1050 454">CDARA None.</p> <p data-bbox="506 276 1050 454"><a href="#">Vallagio at Inverness Residential Condo. Ass'n v. Metro. Homes, Inc., 2015 COA 65, 2015 Colo. App. LEXIS 693 (Colo. Ct. App. May 7, 2015)</a> writ of certiorari granted June 20, 2016 on two issues:</p> <ol data-bbox="506 503 1050 1424" style="list-style-type: none"> <li data-bbox="506 503 1050 779">1. Whether the court of appeals erred by holding as a matter of first impression that Colorado's Common Interest Ownership Act ("CCIOA") permits a developer-declarant to reserve the power to veto unit owner votes to amend common interest community declarations.</li> <li data-bbox="506 828 1050 1185">2. Whether the court of appeals erred in holding that Colorado's Consumer Protection Act ("CCPA") claims are subject to pre-dispute mandatory arbitration provisions where this Court previously held, "We leave open the question of whether CCPA claims might be deemed non-arbitrable," <a href="#">Ingold v. AIMCO/Bluffs, LLC Apartments, 159 P.3d 116, 122 n.5 (Colo. 2007)</a>.</li> </ol> <p data-bbox="506 1218 1050 1424">HOLDINGS in Court of Appeal Case: [1]-A condominium project's declaration unambiguously required unit owners to obtain the declarant's consent before amending the declaration to remove a section that included an <b>arbitration</b> provision; [2]-The declarant</p>	<p data-bbox="1050 203 1556 844"><b>Arvada Ordinance Sec. 3.8.3</b> Final subdivision plat review: D. If the plat involves a "multi-family development area," <b>the plat must contain the language</b> contained in the ordinance, which includes:</p> <ul data-bbox="1050 422 1556 844" style="list-style-type: none"> <li data-bbox="1050 422 1556 584">• "... claims shall be submitted to <b>binding arbitration</b> in lieu of submitting any such claim to a court of law;"</li> <li data-bbox="1050 584 1556 844">• "All future purchasers of any interest in the multi-family development area are deemed to have accepted and agreed to the terms and conditions of this plat note . . ."</li> </ul> <p data-bbox="1050 860 1556 1424"><b>Aurora Ordinance Sec. 22-709 and 710</b> Same as Centennial <b>Settlement by payment of a sum certain.</b> <b>Mandatory mediation or arbitration apply if contained in the original declaration, bylaws or rules and regulations of a common interest community.</b> An attempt to amend "that removes or amends the mediation or arbitration requirement shall not be effective with regard to any construction defect claim that is based on an alleged act or omission that predates that amendment."</p>	



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Mandatory Arbitration/Settlement	<p>consent requirement did not limit the association's powers contrary to <a href="#">Colo. Rev. Stat. § 38-33.3-302(2)</a> (2014) because the unit owners, and not the association, had the power to amend the declaration;</p> <p>[3]-The statutory requirements governing unit owners' voting percentages for amendments under <a href="#">Colo. Rev. Stat. § 38-33.3-217(1)(a)(I)</a> did not prohibit a declaration from imposing an additional requirement of declarant consent for amendments; [4]-The declarant consent requirement did not violate <a href="#">Colo. Rev. Stat. § 38-33.3-104</a> (2014) because it did not allow the declarant to control unit owners' votes; [5]-<a href="#">Colo. Rev. Stat. § 38-33.3-303(5)</a> (2014) was inapplicable.</p>	<p><b>Castle Rock Ordinance Sec. 17.24.050</b> Similar to Commerce City and Parker – follows <i>Vallagio</i>. As a condition of approving a site development plan for a multi-family project, "the following claims involving the property shall be submitted to binding arbitration in lieu of submitting any such claim to a court of law: Any and all construction defect claims."</p> <p><b>Centennial Sec. 18-10-90</b> Same as Aurora</p> <p><b>Colorado Springs: None.</b></p> <p><b>Commerce City Ordinance Sec. 5-19009</b></p> <ul style="list-style-type: none"> <li>• If the common interest community declarations, bylaws or rules and regulations require arbitration as to a <i>construction defect</i> then <b>must arbitrate</b>.</li> <li>• Amendment of declarations: "... a subsequent amendment to the declaration, bylaws or rules and regulations that removes or amends the mediation or arbitration requirement shall not be effective with regard to any <i>construction defect</i> claim that is based on an alleged act or omission that predates that amendment.</li> </ul> <p><b>Denver Ordinance Sec. 10.204</b> Requires alternative dispute resolution if the declarations contain a provision</p>	

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Mandatory Arbitration/Settlement		<p>substantially complying with the language required by Sec. 10.204(1).</p> <p><b>Fort Collins Ordinance Sec. 5-354</b>  Required only if the Declaration requires alternative dispute resolution and only if the language in the Declaration substantially complies with 5-354. If so, then the Declaration cannot be eliminated or modified by the association or executive board.  Similar to Denver.</p> <p><b>Lakewood Ordinance Sec. 14.26.090</b>  Required only if the Declaration requires alternative dispute resolution. No specific language required.</p> <p><b>Littleton Sec. 4-7-9</b>  Required only if the Declaration requires alternative dispute resolution. No specific language required.</p> <p><b>Lone Tree Ordinance Sec. 18-12-90</b>  Required only if the Declaration requires alternative dispute resolution. No specific language required.</p> <p><b>Loveland Ordinance Sec. 15.58.090 and 100</b>  Similar to Aurora</p> <p><b>Parker Ordinance Sec. 13.07.130</b>  Requires mandatory arbitration included in plats as a condition of approval. Language similar to Arvada Ordinance.</p>	

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Mandatory Arbitration/Settlement		<p><b>Parker Ordinance Sec. 14.26.090</b> Same language as Commerce City Ordinance Sec. 5-19009.</p> <p><b>Wheat Ridge Sec. 26-420</b> Requires NOTE on final plat for “multi-family development area.” Mandatory language is in this section and must be in all caps and must appear on all plats filed for approval on or after August 24, 2015.</p>	
Informed consent of homeowners/ Notice to homeowners	None.	<p><b>Aurora Ordinance Sec. 22-711</b></p> <p><b>Centennial Ordinance Sec. 18-10-110</b></p> <p><b>Colorado Springs Ordinance Sec. 6.14.104 and 105</b> Notice to Homeowners. Sec. 6.14.104 Consent. Sec. 6.14-105</p> <p><b>Commerce City Ordinance Sec. 5-19010</b></p> <p>(a) Describes mandatory notice homeowners association must give to homeowners at least 60 days before commencing an action under 13-20-803.5, C.R.S.</p> <p>(b) “A homeowners association may not commence an action unless the board obtains the written consent of homeowners holding at least a majority of the total voting rights in the association after giving the notice required by this section. Homeowners may vote either directly or through a</p>	

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<p>Informed consent of homeowners/Notice to homeowners</p>		<p>written ballot signed by the homeowner. Such consent must be obtained within sixty (60) days after such notice provided, otherwise the homeowners shall be deemed to have declined to provide their informed consent to such action.”</p> <p><b>Denver Ordinance Sec. 10.203</b></p> <p>(a) Describes mandatory notice executive board must give to unit owners under C.R.S. 38-33.3-303.5 (CCIOA). Notice must be given at least 60 days before commencing an action under 13-20-803.5, C.R.S.</p> <p>(c) <i>Majority consent of unit owners required.</i> And acknowledgment by unit owners of receipt of mandatory notice.</p> <p>(d) <i>Preservation of privileged information.</i> Executive board does not need to disclosure attorney-client communications or other privileged communications as part of the notice.</p> <p><b>Fort Collins Ordinance Sec. 5-353</b> Similar to Denver.</p> <p><b>Lakewood Ordinance Sec. 14.26.100</b> Describes mandatory notice board for the association must give to homeowners at least 60 days before commencing an action under 13-20-803.5, C.R.S.</p>	

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<p>Informed consent of homeowners/Notice to homeowners</p>		<p>D. "The association may not commence the action unless the Board obtains the written consent of Homeowners holding at least a majority of the total voting rights in the association after giving the notice required by this Section. Homeowners may vote either directly or through a proxy direct in writing by the Homeowner and confirmed in writing by the proxy. Such consent must be obtained within 60 days after such notice provided, otherwise the homeowners shall be deemed to have declined to provide their informed consent to such action."</p> <p><b>Littleton Sec. 4-7-10</b> Mandatory notice – similar to Commerce City and Lone Tree.</p> <p><b>Lone Tree Sec. 18-12-100</b> Similar to Commerce City Sec. 5-19010 and Littleton Sec. 4-7-10.</p> <p><b>Loveland Sec. 15.58.110</b> Similar to Commerce City, Littleton and Lone Tree</p>	

Subject	CDARA	Local Ordinances	Comments
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<p><b>Restriction on construction defect negligence claims</b></p>	<p>C.R.S. §13-20-804            Cannot assert a negligence claim if the construction complies with applicable building codes, except:</p> <ul style="list-style-type: none"> <li>(a) Actual damage to real or personal property;</li> <li>(b) Actual loss of the use of real or personal property;</li> <li>(c) Bodily injury or wrongful death; or</li> <li>(d) A risk of bodily injury or death to, or threat to the life, health, or safety of, the occupants of the residential real property.</li> </ul> <p>Does not limit:</p> <ul style="list-style-type: none"> <li>(a) Tort claim other than negligence;</li> <li>(b) Contract or warranty claims;</li> <li>(c) Claims for violation of other ordinances other than the building code.</li> </ul>	<p><b>Colorado Springs Ordinance 6.14.301</b>            Similar to Lakewood</p> <p><b>Commerce City Ordinance Sec. 5-19002</b>            “Construction defect” “means any instance in which a structure or portion thereof does not conform in all material respects to the applicable section(s) of the building code, or does not conform to the manufacturer’s specifications if those specifications are more strict . . .”</p> <p><b>Denver Ordinance Sec. 10.201</b>            “Construction defect claim” “means a civil action or an arbitration proceeding for damages, indemnity, or contribution brought against a development party to assert a claim, counterclaim, cross-claim, or third-party claim for damages or loss to, or the loss of the use of, real or personal property or personal injury cause by a defect in the design or construction of an improvement to real property that is part of a common interest community.</p> <p><b>Fort Collins Ordinance Sec. 5-352</b>            Similar to Colorado Springs and Lakewood.</p> <p><b>Lakewood Ordinance Sec. 14.26.020</b>            “Construction Defect” “means any instance in which a structure or portion thereof does not conform in all material respects to the applicable section(s) of the Building Code, or does not conform to the manufacturer’s specification if those</p>	
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Subject	CDARA	Local Ordinances	Comments
Restriction on construction defect negligence claims		<p>specifications are more strict than the applicable provisions of the Building Code.”</p> <p><b>Littleton Sec. 4-7-2</b> “Construction Defect” definition same as Lakewood.</p> <p><b>Lone Tree Sec. 18-12-20</b> “Construction defect” similar to Commerce City.</p>	
<b>Tolling of statutes of limitation.</b>	<p>C.R.S. §13-20-805 If a notice of claim under 803.5 is sent, the statutes of limitation or repose: “. . . is tolled until sixty days after the completion of the notice of claim process. . .”</p>	None.	
<b>Limitation of damages.</b>	<p>C.R.S. §13-20-806 Limits to actual damages unless the consumer prevails on a violation of the “Colorado Consumer Protection Act” and:</p> <ul style="list-style-type: none"> <li>(a) the offer under the notice of claim process is less than 85% of the amount awarded to the claimant as actual damages sustained exclusive of costs, interest, and attorney fees; or</li> <li>(b) the reasonable cost, as determined by the trier of fact, to complete the construction professional’s offer, made pursuant to section 13-20-803.5, to remedy the construction defect described in the notice of claim is less than 85% of the amount awarded to the claimant as actual damages sustained</li> </ul>	None.	

Subject	CDARA	Local Ordinances	Comments
Limitation of damages.	<p>exclusive of costs, interest, and attorney fees.</p> <p>(2) Construction professional subject to treble damages under the Colorado Consumer Protection Act if the construction professional does not perform on offer or does not respond to notice of claim process.</p> <p>(3) Treble damages and attorney fees under the Consumer Protection Act are limited to \$250,000 (adjusted for inflation each July 1).</p> <p>(4) "noneconomic loss or injury" and "derivative noneconomic loss or injury" are limited to \$250,000 (adjusted for inflation each July 1).</p>		
<b>Express warranty – not affected.</b>	<p>C.R.S. §13-20-807</p> <p>CDARA does not apply to express warranty claims. The express warranty cannot limit the claimant's right to relief under the statute. The claimant under a warranty does not have to follow the notice provisions of 803.5.</p>	None.	