

Rules and Regulations Highland Greens Townhomes Association

Adopted November 12, 2020

Amended on February 8, 2018, The Bylaws of the Highland Greens Townhomes Association require that the Board of Directors establish, make, and enforce such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of the development with the right to amend same from time to time. Purpose To create a harmonious, attractive development while promoting and safeguarding the health, comfort, safety, convenience, and welfare of Homeowners and Occupants in the development.

Definitions

The terms "Common Element," "Board of Directors," "Occupant or Renter," "Home," and "Homeowner," when used in these Rules and Regulations, shall have the meanings designated in the Declaration of Covenants, Conditions, Restrictions and Easements for Highland Greens Townhomes. "Driveway" shall mean the vehicle sized area immediately in front of a unit's garage door (two spaces for two-car and one space for one-car garages).

Ownership & Occupancy

1. No home shall be used for other than residential purposes, except for home occupations that conform to Summit County and the City of Breckenridge zoning regulations.

Health, Safety & Quiet Enjoyment

1. Homeowners and Occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and using or playing or permitting to be used or played musical instruments, radios, stereos, television sets, amplifiers, and any instruments or devices in such a manner as may disturb or tend to disturb owners, tenants, or occupants of other homes.

Hot Tub Rules - Please refer to the Hot tub policy

1. Owners who rent homes with hot tubs are responsible for the actions of their renters. Rules concerning the hours of usage should be clearly posted in the Home.
2. Violations should be reported to Alpine Edge Property Management for correction. If the violation continues, it should be reported to the Breckenridge Police Department for action or to Breckenridge short term rental complaints department (currently 970/423-5334).
3. Homeowners who continue to allow violations of the rules will be assessed in accordance with the Enforcement and Penalties section of the Rules and Regulations.
4. No fireworks of any kind shall be carried, stored, displayed, or exploded on or over the development.
5. No fire hazard, unsightly object, or nuisance shall be placed, erected, constructed, or permitted within the development, nor shall any Homeowner or Occupant endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Homeowner or Occupant. Four dumpsters are provided in three locations for the disposal of normal household waste. Use of the dumpster for the disposal of large, hazardous, or toxic materials, including, but not limited to, construction

debris, paint, flammable liquids, furniture, appliances, carpet, carpet pad, and tires are prohibited. Waste not suitable for dumpster disposal, accumulations of refuse, and other unsightly objects or materials shall be removed immediately at the owner's expense.

Exterior Appearance

1. Except for the items set in number two below, no item of any kind, including, but not limited to, skis, snowboards, bicycles, skateboards, rugs, trash, wind chimes, construction equipment, ladders, hoses, snowblowers, lawnmowers, and other lawn and garden equipment, shall be kept or stored on or under balconies, porches, decks, or any other location visible from outside the Home.
2. Gas and electric grills, outdoor (patio) furniture, bird feeders, and decorative items compatible with the design and style of the development may be placed and kept outside the Unit without the prior approval of the Board of Directors. Only propane gas, fixed station gas, and electric grills are permitted for barbecuing on the premises. Charcoal and open grills, including fire pits are prohibited in accordance with the Breckenridge fire code.
3. No electrical extension cords shall be run from the exterior of the building except for temporary use between December 1 and January 10.
4. No clothing, swimsuits, towels, laundry, or unsightly items shall be placed, hung, or kept on balconies, porches, decks, railings, or any other location visible from outside the Unit.
5. Sheets, blankets, bedspreads, towels, and similar materials shall not be used for window coverings. Window coverings shall be maintained in good repair and present a color of white, off white, or natural wood when closed and viewed from outside the Home
6. No exterior television or radio antenna or satellite dish shall be placed, erected, constructed, or maintained within the development, after May 15, 2006, without the written approval of the Board of Directors.
7. No signs of any kind will be displayed to the public view on or from any portion of the property without prior approval of the Board of Directors and must comply with Senate Bill 05-100.
8. No tree, shrub, bush, or other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated, or otherwise disturbed, nor shall any surface be graded, regarded, altered, or otherwise disturbed. If a tree dies and you would like to request a replacement this request must be submitted to the board
9. All replacement or new external lights must be dark sky compliant

Vehicles & Parking

Parking in the development is limited by covenant and by zoning regulations.

1. Parking is prohibited on the street at all times and in designated snow storage areas.
2. Exterior parking is only permissible in ones Driveway or a neighbor's Driveway, with their permission.
3. Parking of motorhomes and sleeper vans that fit completely within the owners' Driveway and do not obstruct neighbors or public roads is approved without board approval. These vehicles must not be used for sleeping or cooking purposes. Vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATVs, or similar type vehicles are prohibited

without prior board approval.

4. The parking or operation of motorized vehicles in landscaped areas is prohibited.
5. Mechanical work of any kind, including changing of oil and oil filter removal, is not permitted.
6. The following vehicles will be towed away immediately at the vehicle owner's expense or the expense of the Homeowner when that information can be determined.
 - a. Vehicles that are inoperative or not properly licensed.
 - b. Vehicles obstructing traffic, snow removal, or trash collection.
 - c. Vehicles parked in "No Parking" zones and by fire hydrants.
 - d. Vehicles parked in landscaped areas.
 - e. Vehicles parked in handicapped zones without a proper handicap tag or license plate.
 - f. Parking in another person's Driveway without permission from that owner
7. The Property Manager shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, snow removal, or trash collection.
8. Vehicles are not allowed to be parked in adjoining or adjacent Driveways without permission from the homeowner of the adjoining or adjacent property.
9. The Property Manager will have the responsibility for parking enforcement. Owners who rent their homes must ensure that their rental agent, conveys parking limitations and restrictions, that are specific to their property, to all potential renters.
10. Any vehicle parked on the street overnight will be towed at the vehicle owner's expense without notice.

Structural Alterations

1. No significant structural alteration of any Townhome exterior, or Common Element, including, but not limited to, the removal or relocation of any interior wall, deck, railing, or light fixture visible from outside the Home may be made without prior approval of the Board of Directors. Approved alterations must conform to the architectural standards of The Highlands and be accompanied by all necessary permits from the Town of Breckenridge. Copies of the permits must be filed with the Board of Directors prior to construction.
2. Any Homeowner desiring to make any alteration shall submit plans and specifications to the Board of Directors showing the nature, kind, shape, height, materials, and location of the proposed alteration in sufficient detail so that the Board may make an informed decision.
3. Tradespeople, workers, or contractors hired to perform work within the development, including individual Homes, shall be licensed, and insured pursuant to Summit County building codes and other applicable regulations.
4. All construction debris shall be removed from the development at the Homeowner's expense and shall not be deposited in the Highland Greens dumpster.
5. Noise from construction is prohibited from 7:00 pm to 7:00 am daily.
6. Deck colors must be Red Cedar in stain color" or a redwood composite color only.

Animals

1. Only owners are permitted to have pets without permission. Renters must have

permission from the homeowner to bring pets and are subject to the rules that apply to the homeowner. Dogs and cats are allowed at Highland Greens. Owners are encouraged not to exceed two in number per home. In addition, small, caged birds, fish, such as goldfish or tropical fish, and hamsters or hamsters like caged animals are permitted. No exotic animals of any form are allowed. No other animal may be kept without the prior written approval of the Executive Board.

2. All dogs, when outside the residence, shall be on a leash or under the voice control of the dog's owner, pursuant to Summit County dog control ordinances.
3. Pets should not pose a threat to the health and safety of any person or animal, nor shall they be allowed to annoy any Homeowner or Occupant or disturb the peace of any person by habitual barking, howling, yelping, or whining.
4. Pet owners must clean up after their pet(s) by picking up the feces in a sanitary bag and disposing of it in a dumpster.
5. Damage to any landscaping or Common Element caused by any pet shall be repaired at the pet owner's expense. In the case of damage caused by renters, the cost of repairs will be billed to the Homeowner.
6. Owners having animals assume full responsibility for personal injury or property damage caused by the pet. Each animal owner indemnifies the HGTA or its agents and holds them harmless against any loss, claim, or liability of any kind or character, whatsoever, arising from or growing out of the privilege of having an animal in/on the premises.
7. To minimize chances of attracting nuisance wildlife on the property, dogs and other pets shall not be fed outside.
8. Pet owners who violate the rules are subject to penalties set forth in the Enforcement and Penalties section of the Rules and Regulations.

Enforcement and Penalties

1. Homeowners shall be responsible to inform renters, tradespeople, contractors, and workers of the contents of these Rules and Regulations.
2. Situations not covered by these Rules and Regulations shall be resolved by the Board of Directors at its sole discretion.

Violations

Refer to the enforcement policy