

HIGHLAND GREENS LODGE CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Amended February 2019

The Bylaws of the Highland Greens Condominium Association (HGCA) require that the Executive Board establish, make and enforce such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the development with right to amend same from time to time.

Purpose

To create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience and welfare of HGCA Unit Owners, and Occupants in the development.

Definitions

The terms "Common Element," "Executive Board," "Occupant," "Unit," and "Unit Owner," when used in these Rules and Regulations, shall have the meanings designated in the Declaration of Covenants, Conditions, Restrictions and Easements for Highland Greens Condominiums.

Ownership & Occupancy

1. No Unit shall be used for other than residential purposes, except home occupations that conform with Summit County zoning regulations, may be approved by the Executive Board.
2. No Unit shall be partitioned, subdivided, or combined with another Unit by either legal process or physical alterations without the prior written approval of the Executive Board.
3. No Unit Owner shall offer to sell any interest under a "timesharing" or other "interval ownership" plan. Ownership of a condominium unit by a partnership or other legal entity comprised of four (4) or fewer families or individuals, all of whom are identified to the Executive Board, shall not be deemed to be a "timeshare" or other "interval Ownership" as prohibited herein and in the Declarations.
4. All long term leases shall be submitted to the Executive Board for compliance with all pertinent Rules and Regulations.
5. Privileges: The HGCA common property, including the hot tubs, sauna, fitness center and conference room shall be used only by the owners, members of their families and their guests, and by compliant renters who are occupying an HG Unit.
6. The conference room only can also be rented to non-renters of HG units.

Health, Safety & Quiet Enjoyment

1. Unit Owners and Occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in 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 Units.
2. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the development.
3. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the development, nor shall any Unit Owner or Occupant endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Unit Owner or Occupant.
4. A dumpster is provided on the second floor 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 is 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.

5. Smoking is not allowed in any indoor common area of the Highland Greens development. Any unit causing any type of smoking odor to permeate halls or drift to other units via outside openings will be subject to violations. All entryways must have at least a 15 ft radius of a smoke free zone per the Colorado Clean Air Act. The penalty for violating the Colorado Clean Air Act is a Class 2 Petty Offense, 1st violation \$200 fine, 2nd violation \$300 fine 3rd violation \$500 per C.R.S 25-14-208.

Exterior Appearance

1. Except for the items set in 2. below, no item of any kind, including, but not limited to, skis, snowboards, skateboards, rugs, trash, wind chimes, construction equipment, ladders, hoses, snow blowers, 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 Unit.
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 Executive Board. Only propane gas and electric grills are permitted for barbecuing on the premises. All other types of grills or any device that produces, creates or maintains a flame are prohibited. Bicycles may be stored on the deck/patio during summer months only.
3. No electrical extension cords shall be run from the Unit to the exterior of the building or parking lot, except for temporary use on the balcony/ patio areas.
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 Unit.
6. No exterior Television or radio antenna or satellite dish shall be placed, erected, constructed or maintained within the development without written approval of the Executive Board.
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 Executive Board.
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 without prior written approval of the Executive Board.
9. Screen doors that are added to bedroom doorways must match the color scheme of other screen frames used on sliding glass doorways and windows throughout the lodge.
10. Existing walkways for entry and exit of the buildings must be used. Walking through any landscaped areas is prohibited as it damages vegetation.
11. Sledding, and any other transportation other than foot traffic is prohibited on any common elements.

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 during the winter months.
2. Outdoor parking of motor homes, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATVs, or any similar vehicle without prior approval from the Executive Board is prohibited.
 - a. When motor homes are used as the only means of transportation, they may be permitted subject to Management's approval in the parking area provided they meet all other criteria of these Rules and Regulations.
3. The parking or operation of motorized vehicles in landscaped areas is prohibited.
4. Mechanical work of any kind, including changing of oil and oil filter removal, is not permitted.
5. The following vehicles will be towed away immediately at the vehicle owner's expense or at the expense of the Unit Owner 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. **Vehicles parked in the lot without displaying a proper Highland Greens Lodge parking hang tag.**
6. Any member of the Executive Board shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, snow removal or trash collection.

Structural Alterations

- 1. No significant structural alteration of any Common Element or Unit, including, but not limited to the removal or relocation of any interior wall, deck, railing, or light fixture visible from outside the Unit may be made without prior approval of the Executive Board.
- 2. Any Unit Owner desiring to make any alteration shall submit plans and specifications to the Executive Board 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. Trades people, workers or contractors hired to perform work within the development, including individual Units, 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 Unit Owner'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.

Animals

- 1. Only owners are permitted to have pets. Dogs and cats are allowed at Highland Greens provided they do not exceed 2 in number per Unit. In addition, small caged birds and pet fish, such as goldfish or tropical fish are also permitted. No other animal may be kept without the prior written approval of the Executive Board. For owner's who rent out their units, it is the owners responsibility to ensure their management companies relay the "No Pet" policy for renters. Owners in violation will be charged \$150 per day for violations
- 2. All dogs, when outside the residence, shall be on a leash or under 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 Unit Owner or Occupant, or disturb the peace of any person by habitual barking, howling, yelping or whining.
- 4. Pet owners shall not permit their pet[s] to defecate or urinate on any common elements other than the berm area to the north of the parking lot and the area between the berm and Tiger Road. Pet owners must clean up after their pet[s] by picking up the feces in a sanitary bag and disposing of it in an outside garbage bin. In addition, during the winter, pet owners must cover any urine marks with snow. Violations of this policy are subject to a \$150 fine per occurrence.
- 5. Damage to any landscaping, Common Element or Unit caused by any pet shall be repaired at the pet owner's expense.
- 6. Animals are not allowed in the hot tub/deck area.
- 7. Owners having animals assume full responsibility for personal injury or property damage caused by the pet. Each animal owner indemnifies the HGCA 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.
- 8. To minimize chances of attracting nuisance wildlife on the property, dogs and other pets shall not be fed outside.
- 9. Owners must register with the Manager any pet kept on the premises.

Enforcement and Penalties

1. Unit Owners shall be responsible to inform Occupants, rental management companies, trades people, 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 Executive Board in its sole discretion.
3. Violations of these Rules and Regulations, as well as violations of the Declarations and Bylaws of HGCA shall subject the Unit Owner to the following penalties (except as outlined in the Animals segment above)
 - a) First Violation: A warning notice to have a violation corrected within three calendar days.
 - b) Subsequent Violations: A fine of up to \$150 per day for each additional violation
4. A Unit Owner notified of a violation shall have 15 days from the postmark date of any notification to file a written protest and shall have the right to appear in person, by representative or written response at the next Executive Board meeting.
5. The decision of the Executive Board shall be final. All fees, charges and penalties imposed by the Executive Board and costs incurred by the HGCA in enforcing these Rules and Regulations, the Declarations and Bylaws shall be considered assessments enforceable against Units and Unit Owners.
6. The Executive Board shall have the authority to take any additional remedial action it deems appropriate, including, but not limited to, the filing of a lien, the filing of an action for injunctive relief or money judgment, or filing of a suit for unlawful retainer.

Liability

1. Theft: The HGCA assumes no liability for, nor shall it be liable for any loss or damages to articles left or stored in any Unit, storage locker, or in/on any common elements or parking lot.
2. Common Damage: Any damage to common elements or personal property caused by the Owner, child, guest, or tenant shall be repaired at the expense of that Unit Owner.
3. Water Damage: Any damage or expense that shall result from water flow (i.e. from tubs, showers, clothes washers, or damaged pipes within the Unit) shall be the liability of the Owner of the Unit where the water originated.
4. Unit Owners are responsible for the actions of their guests, renters, agents and contractors.
5. Heat/Smoke Detectors: Each Unit is required to have an operational heat/smoke detector. If the heat/smoke detector becomes non-operational for any reason it will be replaced at the owner's expense

Delinquency

Any Unit Owner delinquent in the payment of monthly HOA dues or special assessments shall be assessed the following fees and penalties:

After 30 days: Payment of a \$50 late fee for each 30-day period.

After 60 days: Disconnection of cable TV service to the Unit.

After 90 days: Filing of a lien against the Unit.

After 120 days: Consideration of foreclosure based upon approval by the Executive Board.

Adoption and Amendment

These Rules and Regulations were duly adopted by the Executive Board of the Highland Greens Homeowners' Association on February, 2019. They are subject to amendment by the Executive Board or by a vote of the Unit Owners at any Annual Meeting.

HIGHLAND GREENS SHUTTLE, HOT TUB, FITNESS CENTER AND CONFERENCE ROOM RULES SHUTTLE RIDERSHIP RULES

All owners, renters and guests using the Highland Greens Shuttle System must adhere to the rules set forth by the Highland Greens Master Transit Board.

HOT TUB RULES

1. The hot tub will be open from 9 am to 9pm each day of the week.
2. The hot tubs are for use by the HGCA members, their guests, and renters exclusively.
3. No glass containers or food is allowed within the hot tub area.
4. No one under the age of 14 will be allowed in the hot tub area without adult supervision.
5. No clothing other than swimwear is allowed in the hot tub.
6. No running or horseplay is allowed in the hot tub area.
7. Smoking is not permitted in or around the hot tub area.
8. Pets are not allowed in/on the hot tub deck.
9. Grills or cooking are not allowed on the hot tub deck.

FITNESS CENTER RULES

1. The fitness center will be open from 7 am to 10 pm each day of the week or as otherwise posted.
2. The fitness center is for use by HGCA members, their guests, and renters exclusively.
3. No glass containers or food is allowed in the fitness center.
4. Children under the age of 14 must be accompanied by an adult at all times.

CONFERENCE ROOM RULES

Owners wishing to reserve the conference room must schedule usage through the on-site manager to avoid any conflict. The room must be returned in a clean and orderly condition after use.