

RULES AND REGULATIONS
OF
THE HIGHLINE CLUB OWNERS ASSOCIATION

Revised January 17, 2019

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OF
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Revision Effective August 29, 2016

ARTICLE I – GENERAL

1.1. Defined Terms

Terms used in these Rules and Regulations (Rules) are defined in Article II.

1.2. General Authority

The Highline Club is a 60 unit townhouse project that was created when the Plat was recorded. In order to provide for the maintenance of the Property and the general administration of the Highline Club, the First Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Highline Club (Declaration) was adopted by the Owners of the Highline Club. The body that is charged with carrying out the letter and the spirit of the Declaration is the Association which was created by the Articles and is further governed by the Bylaws and the Rules. The Association acts through the Board which is elected by the Members of the Association (Members). The Declaration, the Articles and the Bylaws each give the Board authority to adopt the Rules on behalf of the Association. All use, occupancy, and maintenance of the Lots and the Common Areas shall be governed by the Declaration, Articles, Bylaws, and Rules of the Association. The Declaration contains certain specific provisions dealing with the subject matter of the Rules, and those provisions are incorporated into this document so that all the Rules can be gathered together in one document.

1.3. Adoption of Rules

The Board has adopted the Rules dated August 29, 2016, for the use, occupancy, compliance, and enjoyment of the Highline Club. All prior Rules are hereby revoked.

1.4. Modification of Rules

Any of the Rules may be supplemented, altered, amended, modified, repealed or revoked by the Board in accordance with the provisions of the Declaration and Bylaws; provided however, that any of the Rules hereby adopted which are a restatement of provisions of the Declaration may not be altered, amended, modified, repealed or revoked unless the provisions of the Declaration governing the procedures required to effect any such change have been complied with.

ARTICLE II - DEFINED TERMS

2.1 Antennae, Satellite Dish or similar device: shall mean any device used for the receipt of fixed wireless signals, including video programming services (including direct broadcast satellite, television, and multipoint distribution service), telecommunications and Internet access, as defined by the Federal Telecommunications Act of 1996. [Modified 8-13-05]

2.2 Articles: shall mean the Articles of Incorporation of the Association presently in effect.

2.3 Association: shall mean the Highline Club Owners Association, a Colorado nonprofit corporation consisting of deeded Owners of Lots located at the Highline Club, 9200 Cherry Creek South Drive, Denver, Colorado, 80231.

2.4 Awnings: shall mean a secondary covering attached to the exterior of a Building composed of canvas, or like material, stretched over a light structure made of metal or wood.

2.5 Balcony: shall mean an exterior floor projecting from and supported by building structure without independent supports and including a railing or parapet.

2.6 Balcony Steps: shall mean those steps on the outside of a Unit that lead from the front Door landing directly to a Balcony.

2.7 Board: shall mean the Board of Directors of the Association.

2.8 Border: shall mean the part of the Common Area measuring 24-36 inches immediately adjacent to the exterior wall of a Building or Privacy Enclosure/Fence.

2.9 Building: shall mean an entire detached structure comprised of two or more Homes and shall include the Garages that are a part of such Homes.

2.10 Bylaws: shall mean the Bylaws of the Association presently in effect.

2.11 Clubhouse: shall mean the detached structure situated on land in a fenced area that is located on the Common Area solely intended for the use and enjoyment of the Owners, Residents, Tenants, and Guests.

2.12 Committee: shall mean any group that has been instructed by the Board to assess, address, and make recommendations affecting any phase of the Highline Club.

2.13 Common Area or Common Areas: shall mean and refer to all parts of the Property, except the Lots, and any other real property now or hereafter owned by the Association and all improvements now or hereafter constructed or installed thereon.

2.14 Deck: shall mean an elevated exterior floor supported on at least two opposing sides by an adjacent structure, and/or posts, pins or other independent supports and shall include any railings or parapets made a part thereof; “original deck” shall mean a Deck that is of original construction and configuration and is constructed of wood deck boards and wood framing.

2.15 Deck Addition: shall mean any extension, addition, or modification to a deck.

2.16 Declaration: shall mean and refer to the First Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Highline Club and any Supplements or Amendments thereto.

2.17 Door or Door Assembly: shall mean a unit composed of parts or components including door, jambs, head, sill, trim and hardware that make up a closure for an opening to control passageway through a wall.

2.18 Driveway: shall mean that portion of a Lot that is paved and provides ingress and egress from the Private Street to the Garage.

2.19 Exterior Walls: shall mean the exterior surface of each building.

2.20 Forms: shall mean any and all documents required for any request for work, modifications, alterations, or improvements to the exterior of Units, Lots or Common Areas.

2.21 Garage: shall mean that portion of the Unit that is designed for use primarily as an enclosed space for parking vehicles.

2.22 Guest: shall mean any person or persons not a Resident who is/are present at the Highline Club upon the expressed or implied invitation of an Owner or Tenant.

2.23 Highline Club: shall mean the subdivision created by and described in the recorded Plat.

2.24 Home: shall mean the structure, including replacement thereof, constructed on a parcel of real property designated as a Lot on the Plat of the Highline Club. Home and Unit shall have the same meaning.

2.25 Landscape Borders: shall mean the portions of the Highline Club Community area that are immediately adjacent to either (1) the privacy fence associated with a home or (2) at the rear or side of a home, and are finished in either bark or rock.

2.26 Lighting: shall mean all exterior lighting to include fixtures in the Common Area and on the exterior of an Owner’s Property. (Lighting is also included in Utilities.)

2.27 Lot: shall mean and refer to a parcel of real property designated as a Lot on the recorded Plat of the Highline Club and any supplements thereto or amendments thereof, and all improvements constructed thereon.

2.28 Maintain/Maintenance: shall mean the obligation and work of keeping the common area and/or homes in good condition, including preventive maintenance, for example, roads, common area, buildings or other areas..

2.29 Managing Agent: shall mean the professional management company or manager engaged by the Board to carry out the Association's functions and to manage, uphold, and enforce the governing documents of the Association.

2.30 Member of the Association: shall mean an Owner of a Lot.

2.31 Notice: shall mean written notification delivered by U.S. certified mail and issued by the Managing Agent or the Board.

2.32 Owner: shall mean each individual or corporation, partnership, association, trust or other legal entity holding fee simple title to one or more Lots as determined from the real property records of the City and County of Denver, Colorado.

2.33 Parking Spaces: shall mean any space located on the Common Area that is designated by the Board, or by the Declarations, to be used for parking vehicles.

2.34 Party Wall: shall mean and refer to the entire wall from front to rear, all or a portion of which is used for support or firewall protection between each adjoining Home (Unit), situated or intended to be situated on the boundary line between adjoining Lots. \

2.35 Patio or Patio Area: shall mean and refer to that portion of a Lot adjoining a Home at the rear, not including Original Decks, fully or partially enclosed by a railing, privacy fence, shrubs, trees or some other means of demarcation within the limits of a Lot.

2.36 Patio Fence: shall mean the original and unaltered enclosure constructed to surround the original Deck.

2.37 Personal Property Sale: shall mean the sale of household goods, autos, or other personal property, but does not include the sale of Units.

2.38 Pet (Household): shall mean any animal or type of animal generally considered as a pet (e.g., dogs, cats, birds, gerbils, and fish)

2.39 Pet Owner: shall mean any person that keeps a Pet or Pets.

2.40 Planter Area: shall mean the area at the front of Lot adjacent to the Private Street and generally containing a tree and evergreens.

2.41 Planter Box: shall mean the area adjacent to the garage exterior wall that contains a utility meter.

2.42 Plat: shall mean and refer to the Final Plat of the Highline Club Subdivision recorded on June 8, 1984, in Book 29 at Pages 91 and 92 of the records of the Clerk and Recorder of the City and County of Denver, State of Colorado and all supplements thereto and amendments thereof.

2.43 Political Signs: shall mean a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

2.44 Pool: shall mean the enclosed body of water situated in front of the Clubhouse located within the fenced Common Area designated for recreational use.

2.45 Privacy Enclosure/Privacy Fence: shall mean a fence constructed on or within the perimeter of a Lot enclosing any or all portions of the rear of the Lot of a Unit.

2.46 Private Street (also referred to as Private Roadway on the Plat): shall mean the portions of the Common Area with a paved or improved surface that are designed for vehicular traffic and provide vehicular access to and among the Lots and to the public street system.

2.47 Property: shall mean and refer to the real property located in the City and County of Denver, State of Colorado, described in conjunction with the recording of the original or First Amended and Restated Declarations and as shown on the Plat.

2.48 Recreational Facilities: shall mean the Clubhouse, Sport Courts, Spa, Pool, and any other recreational facilities made available for use by the Owners, Residents, Tenants, and Guests of the Highline Club.

2.49 Recreational Vehicle: shall mean (a) any boat, jet ski, or other water vehicle; (b) any trailer or fifth-wheel trailer; (c) any vehicle that exceeds seven feet in height, nine feet in width, or eighteen feet in length; (d) any mobile home, motor home or self-contained camper; (e) any pop-up camp/tent trailer or other similar recreation-oriented, portable, or transportable unit or conveyance; (f) dune buggy; (g) all-terrain vehicle (ATV); or, (h) off-road recreational vehicle.

2.50 Resident: shall mean any person who resides at the Highline Club, and includes Owners and Tenants.

2.51 Rules: shall mean any rules and regulations, policies and procedures adopted by the Board or mandated by law, including amendments thereto.

2.52 Specifications: shall mean a description of requirements that include, but are not limited to, dimensions, materials, colors, etc.

2.53 Sport Courts: shall include the two pickleball courts, the tennis court and the partial basketball court enclosed within the fenced area adjacent to the Clubhouse.

2.54 Steps: shall mean any and all steps affixed to and becoming a part of the front of the Unit that provide access to the front entrance of a Unit, excluding Balcony Steps.

2.55 Tenant: shall mean an individual authorized by the deeded Owner of the Unit to reside in said Unit as a Resident of the Highline Club who shall be subject to all the governing documents of the Highline Club Owners Association.

2.56 Unit: shall mean the structure, including replacement thereof, constructed on a parcel of real property designated as a Lot on the Plat of the Highline Club. Home and Unit shall have the same meaning.

2.57 Utilities: shall mean water, sewer, gas, electrical, and other utility systems.

2.58 Walkway: shall mean that area located between the Private Street and the Steps adjacent to the Driveway.

2.59 Wildlife: shall mean any undomesticated animals including but not limited to wild birds, foxes, squirrels, rabbits, skunks, raccoons, coyotes, rodents, snakes, and insects.

2.60 Window or Window Assembly: shall mean a unit composed of parts or components, including frame and glass, making up an opening in the wall to admit light or air and allow transparency.

2.61 Window Well: shall mean the area directly in front of the lowest level windows of a unit and that is below ground level.

ARTICLE III – OWNERS’ RESPONSIBILITIES

3.1 Interior of Unit

- a. *Maintenance.* Each Owner shall be responsible for the installation, maintenance, repair, and replacement of the interior portions of her/his Home as applicable.
- b. *Utilities.* Each Owner shall be responsible for those portions of the water, sewer, gas, electrical, and other utility systems that are located inside the Owner’s Home from the point they enter the exterior wall(s) of each Owner’s Home.

- c. *Home Office.* All Lots shall be used and occupied principally for residential purposes by Residents; provided that one home office will be permitted in each Unit if the same complies with the following:
 - i. No chattels, goods, wares, or merchandise shall be commercially created, displayed, exchanged, stored or sold.
 - ii. The office shall be operated entirely within the Home (but not within the Garage)
 - iii. The office shall be operated by a person whose principal residence is in the Home.
 - iv. There shall be no more than one person employed by, or associated with, the office who does not maintain his or her principal residence in the Home.
 - v. There shall be no separate entrance to the office from the outside of the Home.
 - vi. The office shall not utilize more than 300 square feet of floor area.
 - vii. The office shall not create any external evidence of the operation of an office.
 - viii. There shall be no signs used in connection with the office except such signs (if any) that the Board may approve in writing.
- d. *Temporary Window Coverings.* Sheets, towels, paper, aluminum foil and other materials not generally used for window coverings may not be used for window coverings on exterior windows of a Home for longer than 30 days without the written approval of the Board.
- e. *Insurance Deductible for Interior Damage from External Causes.* Pursuant to these Rules, Owners are responsible for the repair and maintenance of the interiors of Homes. Owners must purchase an HO6 or Condominium/Townhome Owners Insurance Policy, with loss assessment of not less than \$10,000. Damage occurring within the privately owned/occupied units, in which repairs or replacement of said policy falls below the Association's insurance policy deductible shall not be filed with the Association's insurance carrier. If the Owner and/or the Owner's insurer make a claim over against the Association's insurance company, the Association is not responsible in the event its insurer denies the claim.
- f. *Insurance Claims on behalf of Owners.*
 - i. The Association will not submit a claim to its insurance carrier for a loss in an amount less than the insurance deductible and otherwise covered by an Association insurance policy.
 - ii. The Association shall serve as the claims administrator for all claims or occurrences that may fall within the scope of the Association's insurance policies. As claims administrator, the Association, through its Board of Directors or managing agent, will serve as the contact person with the Association's insurance carrier and will assist with investigating, reporting, supervising and following up on payment of claims submitted to the carrier. An Owner may not submit a claim on any Association insurance policy without first complying with the procedures for reporting a loss to the

Association, allowing the Association to inspect the loss, and providing at least fifteen (15) days for the Association to respond in writing. Any claim filed by an Owner on an Association insurance policy must fall within the Association's insurance obligations.

- iii. Following the discovery of a loss, the Owner must submit a written report of the damage to the Association, or its managing agent, within forty-eight (48) hours. Failure to report a claim promptly may result in the insurance carrier's denial of the claim. The claim report needs to include incident specific information about the loss, including who, what, when, where and how. The owner should also notify his or her individual insurance carrier.
 - iv. Within fifteen (15) days of the Owner's report to the Association, an Association representative will inspect the damage to assess the approximate cost to repair and/or replace the improvements and will respond to the Owner in writing. The Association's written response may indicate that all or a portion of the loss reported by the Owner does not fall within the Association's insurance obligations.
 - v. For claims that fall within the Association's insurance obligations, the Association, or its managing agent, will notify the Association's insurance agent of the loss. The Association, or its managing agent, will secure approval from the insurance agent or adjuster for any emergency repairs necessary to ensure the safety of Association members, their families, guests or invitees.
 - vi. The Association will seek contractor bids for any damages that exceed an applicable insurance deductible amount on an Association insurance policy. Any Owner who incurred damage or loss must work with the Association, or its managing agent, during the bid and damage assessment process, which shall include making the Lot/Home available for inspection, assisting in securing bids, and promptly responding to any requests made by the insurance adjuster, managing agent, or Association Board Member.
 - vii. In the event of a dispute, the Association, through the Board, will handle all negotiations with the insurance carrier, and the Owner must abide by the final settlement. The Board and/or the managing agent will communicate with the Owner to allow Owner input in the process.
 - viii. Upon completion of the bid and damage assessment process, the Association or its managing agent will send the Owner a claim estimate and release form. Repair work will only commence after the Association receives the signed release from the Owner.
- g. *Payment of Insurance Deductibles*
- i. For any insurance claim resulting from damage to property and covered by an Association insurance policy, the party responsible for maintaining the damaged property shall pay the insurance deductible.
 - ii. The Association reserves the right to allocate the payment of insurance deductibles among Owners and/or the Association.
 - iii. At the Board's discretion, the Association may pay the insurance deductible on behalf of an Owner or group of Owners and then charge the deductible amount, or portion thereof, to the individual Owner(s).

- iv. The Association shall provide an invoice that states the amount due and payable to any Owner responsible for an Association insurance policy deductible amount. The owner responsible for a deductible amount shall reimburse the Association for the full amount of any insurance deductible paid by the Association on behalf of the Owner within thirty (30) days from the date of the invoice provided by the Association.
- v. If an Owner fails to pay all or any portion of an insurance deductible amount previously invoiced to the Owner, and the Association paid the insurance deductible amount on behalf of the Owner, the Association may assess the deductible amount to the Owner's account as an Extraordinary Assessment, after providing notice and an opportunity for a hearing to the Owner.

h. *Enforcement.* See Article X.

3.2 Exterior of Unit

Each Owner shall be responsible for the installation, maintenance, repair, and replacement of the exterior items listed below (items a-j) of her/his Home. No installation, maintenance, repair, and replacement of exterior items (items a-j) shall be permitted without a written application (Appendix A) to and prior written approval of the Board. The approval of the Board of any project does not attach liability to the Board or the Association.

The Board, upon periodic review of each of the items a-j, shall require that the Owner complete, at Owner expense, the installation, maintenance, repair, and replacement of all items that are improperly installed and the required maintenance, repair, and/or replacement.

Installation, maintenance, repair, and replacement are subject to all codes, regulations, and standards of workmanship. The Board may monitor the installation, maintenance, repair, and replacement to include aspects of the integrity of all items that are the Owner's responsibility. All installation, maintenance, repair, and replacement of items shall conform to the specifications recommended by the Board and the Architecture Control Committee. Specifications may be defined for:

- a. Air conditioner
- b. Awnings Retractable awnings installed by owner; does not include retractable awning on the front of each unit.
- c. Balcony Steps
- d. Deck and Deck Additions. This excludes original decks.
- e. Doors
 - i. thresholds
 - ii. weather stripping that is between the door and door frame
 - iii. operating mechanisms to include door handle and hinges

- iv. interior and exterior finish to include painting and staining as applicable to the surface of the door and the frame of the storm door.

However, the Association will install, maintain, repair, and replace any and all exterior water proofing, caulking, flashing, and structural framing and trim associated with the framed opening of the structure.

- f. Lighting as it enters exterior walls
- g. Patio deck, hard surfaces, rock walls and vegetation
- h. No large, invasive, or animal attracting vegetation, and trellis or other improvements shall be placed on or removed from a Lot without a written application (Appendix B) to and prior written approval of the Board.
- i. Privacy Enclosure/Fence
 - i. *Construction and Maintenance.* A Privacy Enclosure/Fence may be constructed only after written application (Appendix A) to and prior written approval of the Board. Privacy Enclosures/Fences may be placed along or within the perimeter of a Lot. No Privacy Enclosure/Fence shall be constructed so as to block any sprinkler or interfere with the irrigation of the Common Area or another Lot. If a proposed Privacy Enclosure/Fence would block any sprinkler or interfere with the irrigation of the Common Area or another Lot, the Owner proposing the Privacy Enclosure/Fence shall pay all costs required to modify the irrigation system in order to eliminate the problems created by the Privacy Enclosure/Fence. Once a Privacy Enclosure/Fence is constructed, then all installation, maintenance, repair, and replacement of any portions, with the exception of the Patio Fence, of the Lot enclosed by the Privacy Enclosure/Fence, and maintenance, repair, and replacement of the Privacy Enclosure/Fence itself, shall be the responsibility of the Owner of the Lot upon which the Privacy Enclosure/Fence is constructed. The Owner of the Lot on which a Privacy Enclosure/Fence is constructed shall give the Association access to such Owner's Lot as is reasonably required for the Association to perform its duties pursuant to the Declaration, Bylaws, and Rules of the Highline Club.
 - ii. *Painting.* At such time as the Association contracts for the painting of the Buildings or some portion thereof, the Association may also provide for the painting of all exterior surfaces of the Privacy Enclosure/Fence. The cost of such painting may at the discretion of the Board be paid for by the Association or by the Owner. The painting of the interior surfaces of the Privacy Enclosure/Privacy Fence upon approval of the Board shall be the responsibility of the Owner.
 - iii. *Landscaping and Irrigation of Patio.* Owners must submit a written application (Appendix B) to and obtain prior written approval of the Board before installation of trees, bushes, shrubs, vines, trellis and other such improvements within a Patio enclosed by a Privacy Enclosure/Fence. Once a Privacy Enclosure/Fence is constructed on a Lot, all landscaping, irrigation, cleaning, maintenance, repair, and replacement of landscaping,

ground cover, trees, bushes, shrubs, vines, and other vegetation and trellis and other improvements on a Lot partially or wholly enclosed by a Privacy Enclosure/Fence shall be the responsibility of the Owner of such Lot.

- j. Windows
 - i. screens
 - ii. rubber gaskets
 - iii. window cranks and operating mechanisms
 - iv. glass to include seal of double pane windows located throughout the interior of the home
 - v. window frames

The Association will install, maintain, repair, and replace any and all exterior water proofing, caulking, flashing, and structural framing and trim associated with the framed opening.

- k. *Enforcement.* See Article X.

3.3 General Provisions for Maintenance of Outside Areas of Lot

Each Owner shall provide additional maintenance as follows:

- a. *Garbage and Trash.* An Owner shall be responsible to keep all exterior portions of a Lot clear of debris. No part of the Lot shall be used as a dumping ground for garbage, trash, or other waste with all being placed in closed, tied, and durable trash bags. All equipment for storage and disposal of garbage, trash, and other waste will be kept in clean and sanitary conditions in Owner's Garage. Garbage, trash, or other waste shall be disposed of through Denver's trash collections or any other manner established by the Board. No burning of garbage, trash, or other waste will be allowed by any Owner. Garbage shall be set out for pickup no more than 12 hours prior to said pickup.
- b. *Objects.* No objects or materials (e.g., sculptures, swing sets), shall be allowed or placed on any unenclosed portion of a Lot with the exception of outside planters.
- c. *Outside Planters.* Residents are encouraged to put planters on the Balconies, Decks, and Steps outside their Homes and on the Driveways adjacent to their Homes. All outside planters placed on a flat surface must have a tray or pan underneath them to prevent damage to the surface when the plants are watered.
- d. *Snow Removal.* An Owner shall be responsible for the removal of snow from said Owner's Steps, Walkway, and Driveway.
- e. *Standing Water.* Residents are required to ensure that there is no standing water on their Lot.
- f. *Storage of Materials, Objects, and Refuse.* No materials, objects, or refuse piles shall be stored, placed, or kept upon the exterior of portions of any Lot.
- g. *Wildlife and Pest Removal.* The removal of wildlife or pests (e.g., ants, wasps, hornets, birds, raccoons, and skunks) from an Owner's Lot shall be left up to the discretion of the Owner unless the animal or animals pose a threat to others. The cost of removal shall be the responsibility of the Owner.

- h. *Border Maintenance.* Maintenance of bark and rock borders shall be the responsibility of the homeowner with the exception of (1) borders located adjacent to the street/parking areas, and (2) those adjacent to limited access ways between buildings. Owners of homes with raised decks shall maintain the bark or rock areas that are located underneath the raised decks, adjacent to the home's walls and lower level windows. Border Maintenance shall include weeding, replacing landscape fabric under bark or rock, refreshing bark annually with "large or medium sized dark brown bark", and adding 14 gauge galvanized steel roll-top edging along the outer edge of border where missing. The top of the edging shall be level with surrounding grade. If homeowner chooses to replace existing bark with rock, the type, size and depth of rock shall be in accordance with the specification provided in the Grounds Modification Application. The Borders shall be kept weed-free and neat in appearance. Although border maintenance shall be ongoing, the refreshing of bark shall be completed no later than June 30 of each year. If a homeowner is not able or chooses not to maintain the border adjacent to the home in accordance with these rules, the HOA may contract with a landscape contractor, of the HOA's choosing, for this work and the homeowner shall reimburse the HOA for this service when invoiced. Borders shall not be less than 24" wide nor greater than 36" wide unless they are an extension of a previously established border area. Homeowners may plant annuals or perennials in their border area. Vegetables shall not be planted in border areas. If a homeowner sells their property, they must restore the border to either approved rock or bark.
- i. *Enforcement.* See Article X.

3.4 Modification of Exterior Structures

- a. *Exterior Structure, Antennae, Satellite Dish, etc.* No exterior structure, antennae, satellite dish or similar device or any other exterior addition or alternation to a Lot shall be permitted without a written application (Appendix A) to and prior written approval by the Board. (Per the Federal Telecommunications Act of 1996, the installation of an antenna or satellite dish less than 1 meter is allowed. However, the location of such an antenna or satellite dish shall be controlled by the Board.)
- b. *Heating and Cooling.* No heating or cooling devices of any kind which protrude beyond the exterior perimeter of the Windows in the Home shall be installed or maintained in a Home. Central air conditioning units may be installed on the Lot provided they are not installed on the ground in front of the Home, and only after written application (Appendix A) to and prior written approval of the Board.
- c. *Enforcement.* See Article X.

ARTICLE IV – ASSOCIATION’S RESPONSIBILITIES

4.1 Installation, Maintenance, Repair, and Replacement of Building and Lots

The Association shall be responsible for the installation, maintenance, repair, and replacement of the following exterior items of Buildings and Lots. The Board shall make every attempt possible to expedite the approval and implementation process. Owners are not allowed to make or provide for exterior repairs except minor maintenance even at their own expense. Owners shall be responsible for notifying the Association of any needed installation, maintenance, repair, and replacement of an exterior item.

- a. Balconies
- b. Driveways
- c. Exterior structural framing and trim associated with the framed opening of the structure into which door and window units are set
- d. Exterior surfaces of buildings
- e. Lighting (Common Area and exterior of Lot where not enclosed by a Privacy Enclosure/Fence or Patio Fence)
- f. Patio Fences
- g. Planter Area except that the Board hereby consents that the Owner or Owners of the Lot or Lots upon which the Planter Area exists may water and provide maintenance for said Area at such Owner or Owners choosing and expense. Such Owner or Owners shall not plant any vegetation, prune trees, or in any way change the original design of the Planter Area
- h. Planter Box except that the Board hereby consents that the Owner or Owners of the Lot or Lots upon which the Planter Box exists may water and provide maintenance for said Box at such Owner or Owners choosing and expense. Such Owner or Owners shall not plant any vegetation unless and until such time as a written application (Appendix B) is submitted to and prior written approval is given by the Board.
- i. Rear of a Lot when it is not enclosed by a Privacy Enclosure/Fence. No Owner may cause to be placed any vegetation or structure on her/his Lot when said Lot is not enclosed by a Privacy Enclosure/Fence without an application (Appendix A or B as applicable) to and prior written approval of the Board.
- j. Roofs
- k. Steps
- l. Utilities before they enter the exterior walls of Units

4.2 Installation, Maintenance, Repair, and Replacement of Common Areas

The Association shall be responsible for the installation, maintenance, repair, and replacement of the Common Area and all structures associated with it. The Association shall be responsible for keeping the Common Areas in good, clean, attractive, desirable

condition and in sanitary order and repair, and safe. No part of the Common Area may be used as a dumping ground for garbage trash, or other waste. Specially, the Association is responsible for the:

- a. Clubhouse
- b. Concrete Pans
- c. Landscaping, irrigation, and drainage
- d. Lighting (Common Area and exterior of Lot where not enclosed by a Privacy Enclosure/Fence or Patio Fence)
- e. Lots, for the purposes of maintenance and irrigation, the rear of the Lot not enclosed by a Privacy Fence/Enclosure
- f. Mail box kiosk
- g. Perimeter fencing
- h. Private Streets
- i. Recreational Facilities
- j. Rubbish removal
- k. Snow removal from Common Areas
- l. Utilities

ARTICLE V – COMMON AREA(S)

5.1 Use of Common Area

Owners and Residents shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement of enjoyment shall include the right to non-exclusive use of the Common Area by an Owner, Residents, Tenant, and Guests.

5.2 Limitations on Use of Common Area

The following limitations are placed on the use of the Common Area.

- a. The placement, pruning, spraying, or removal of trees, bushes, shrubs, vines, and vegetation in general, or other improvements on or from the Common Area without a written application (Appendix B) to and the prior written approval of the Board is prohibited.
- b. No person shall permit water to be introduced or placed into or on the soil anywhere within the Common Areas without prior written approval of the Board.
- c. No objects or materials (e.g., sculptures, swing sets), shall be allowed or placed on any part of the Common Area.
- d. No part of the Common Area(s) shall be used as a dumping ground for garbage, trash, or other waste with all being placed in closed, tied, and durable trash bags.
- e. All remaining materials, rubbish, and debris created during construction projects on Lots must be entirely removed from the Property after completion of the project. The site upon which materials, rubbish, and debris are deposited must be returned to its original condition.
- f. *Enforcement.* See Article X

ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1 *Contractors, Workers and Vendors*

- a. No Owner, Resident, or Tenant shall direct, supervise or in any manner attempt to assert control over or request favors of any contractor, worker, vendor, employee or the Managing Agent; nor shall any Owner, Resident, or Tenant interfere in any manner with the work of any contractor, worker, vendor, employee or Managing Agent. Interference with contractors, workers, vendors, employees and the Managing Agent includes directing, standing in the way of, interrupting, or in any way hampering the progress of their work.
- b. *Enforcement.* See Article X.

6.2 *Signs*

No signs of any kind or nature whatsoever shall be placed upon the Highline Club without the prior written consent of the Board, except that consent is given for the following:

- a. An Owner shall have the right to display a “For Sale” sign on such Owner’s Lot, the size and design of which must be approved by the Board.
- b. The entity completing and selling a Home shall have the right to maintain identification signs on the Common Areas as approved by the Board.
- c. An Owner shall have the right to display signs on such Owner’s Lot indicating that an alarm system has been installed, the number, size and design of which have been approved by the Board.
- d. An Owner may display Political Signs on that Owner’s Property or in a window of Owner’s Unit 45 days before a pending election and until seven days after an election. The size of such signs shall not exceed 36 inches by 48 inches. Only one Political Sign per political office or ballot issue that is contested in a pending election may be displayed.
- e. The Board may place “no trespassing” signs, signs setting forth the Rules, regulation of traffic or parking, safety, and signs identifying the Highline Club on the Common Areas

6.3 *Leases*

No Home may be leased for a period less than six months and all such leases shall be in writing and shall require the tenant to be subject to the terms of the Declaration, Bylaws, and Rules. A copy of each lease shall be delivered to the Managing Agent prior to the commencement of the lease term.

6.4 *No Violations of Laws.*

Nothing shall be done by an Owner, Resident, Tenant, or Guest within the Lots and the Common Area which would be in violation of any statute, rule, ordinance, regulation,

permit or validly imposed requirement of any governmental body that governs or affects the Highline Club.

6.5 *No Noxious or Offensive Activities.*

No noxious or offensive activities shall be carried on by an Owner, Resident, Tenant, Resident or Guest upon the Common Areas, upon a Lot or in a Home.

6.6 *Noise Disturbance*

No Owner, Resident, Tenant, or Guest shall make any disturbing noises in a Home, on a Lot, or upon the Common Area which will interfere with rights, comfort or convenience of other Owner, Residents, Tenants, or Guests. Each Owner, Resident, Tenant, and Guest shall keep the volume of any radio, television or musical instrument in a Home sufficiently reduced at all times so as not to disturb other Owners, Residents, Tenants, or Guests.

6.7 *Sale of Personal Property.* No sales of Personal Property may occur on the Highline Club Property, without specific, written approval of the Board.

6.8 *Enforcement.* See Article X.

ARTICLE VII – PETS AND WILDLIFE

7.1 *Keeping of Pets*

No animals of any kind, except Household Pets, shall be raised, bred, or kept on the Common Area or on a Lot, unless an animal, in each instance, is expressly permitted by prior written approval of the Board or general consent is given by the Board.

The Board hereby consents to the keeping of no more than three dogs, no more than five cats, or a combined total of 5 dogs and cats, and any number of other small ordinary Household Pets which are confined to the Home such as parakeets, parrots, canaries, gerbils, and fish subject to compliance with the Rules.

7.2 *Control of Pets*

- a. A Pet may be maintained in a Home so long as it is not a nuisance to other Owners. Actions that will constitute a nuisance include, but are not limited to:
 - i. abnormal or unreasonable crying, barking or scratching,
 - ii. unhygienic offensiveness, or
 - iii. actions that are deemed a menace or obnoxious to Residents or Guests.
- b. Dogs shall be leashed and under the direct control of the Pet Owner at all times when on the Common Area. Pets shall not be tied unattended to structures or vegetation in Common Areas.

7.3 *Pet Excrement*

A Pet Owner shall attempt to confine his or her Pet's excrement to such Pet Owner's Lot and such droppings shall not be allowed to accumulate on such Lot. A Pet Owner must promptly clean up his or her Pet's droppings from the Common Area or any other Lot. It is the responsibility of the Pet Owner to repair any damage created by urine stains on vegetation on the Common Area.

7.4 *Compliance with Laws*

All Pets must be registered and inoculated as required by law.

7.5 *Responsibility for Pet*

Each Pet Owner is fully responsible for personal injuries or property damage caused by such Pet and for compliance with these Pet rules. Additionally, the Pet Owner of the Lot upon which a Pet Owner is allowed to bring his or her Pet (if different from such Pet Owner) shall also be responsible for such injuries or damage and compliance.

7.6 *Feeding of Wildlife*

- a. The following shall apply in regard to Wildlife:
 - i. There shall be no feeders of any nature placed at the front of a Home.
 - ii. The amount of food put out for birds should be kept to a minimum.
 - iii. All feeding of birds must be done on a platform or from a suspended device.
 - iv. All feeding areas must be kept clean.

ARTICLE VIII -- MOTORIZED VEHICLE PARKING

8.1 Types of Vehicles Permitted to Park

A. Resident Vehicles

The primary parking place for Resident motorized vehicles is in the Resident's Garage. Residents may park vehicles in their Resident Driveway according to 8.4. Residents are not allowed to park personal vehicles in Guest Parking spaces overnight unless a permit has been obtained as described in Section 8.9. No Resident vehicle which cannot fit within a Garage may be parked anywhere in the Highline Club, except temporarily, meaning up to four (4) hours in a twenty-four (24) hour period, while being used by the resident. Resident vehicles with advertising visible must be parked within the resident's garage or off Highline Club property.

B. Guest Vehicles

The primary parking space for guest vehicles is in the Guest Parking spaces within Highline Club. If there are not any Guest Parking spaces available, please direct guest to parking on Cherry Creek South Drive. No Guest vehicles may be parked overnight in the Guest Parking spaces for more than three consecutive overnights unless a permit has been obtained as described in Section 8.9.

C. Delivery Vehicles

Delivery Vehicles may park near the entrance to a Resident Unit to make a delivery as long as they do not block traffic within Highline Club. Delivery Vehicles should be told by the Resident to move their vehicle promptly after the delivery is made.

D. Work Vehicles

Residents who are having work done on their Units should ask the workers to park in the Guest Parking areas when possible. When certain work requires a Work Vehicle to be near a Resident Unit, the Resident should encourage the driver to park the Work Vehicle in the Resident's Driveway or, if it does not fit in the Resident's Driveway, to park it so that it does not impede traffic or any other Resident's Unit.

8.2 No Parking in Private Streets

No vehicles may be parked on the Private Streets except temporarily while making deliveries, picking up passengers or cargo, or providing services to the Highline Club. Parking on the Private Streets is a violation of the City and County of Denver Fire Code, and is strictly prohibited.

8.3 Recreational Vehicle Parking

Resident or Guest Recreational Vehicles, boats, trailers, or unused vehicles which cannot be stored fully within a Resident's Garage, must be stored off Highline Club Property. However, residents may park their Recreational Vehicles in their driveway or in Guest Parking for limited purposes of loading, unloading, provisioning, and cleaning for a temporary period of time. Temporary parking of Recreational Vehicles shall mean parking for up to a total of eight (8) hours within any seven (7) day period.

8.4 Parking in Driveways

Any number of vehicles may be parked in a Resident Driveway so long as they are all safely parked completely in the Driveway. "Completely in the Driveway" shall mean that no portion of a vehicle may protrude beyond the concrete drain pan and into the asphalt bordering the Resident's Driveway. Other than vehicles and planters, no items of any kind shall be placed or stored in Driveways. Vehicles may not be parked in walkways or in front of stairs or entryways except to load and unload cargo or passengers.

8.5 Maintenance of Vehicles

No maintenance of vehicles shall be performed at the Highline Club except in a Garage. No vehicles shall be placed on jack stands or blocks outside of a Garage except temporarily (up to 8 hours) for emergency repair.

8.6 Abandoned and Unsightly Vehicles

All vehicles parked in the Highline Club outside of a Garage must have current license plates and be in operating condition. No vehicles shall be parked in the Highline Club with a "For Sale" sign attached. Covered vehicles are not permitted to be parked on the Property of the Highline Club.

8.7 Speed Limit

No vehicles may be driven within the Highline Club at a speed greater than 15 miles per hour. Residents are required to obey the 15mph speed limit and urged to confront persons who are not driving at or below the speed limit.

8.8 Use of Moving Pods, Dumpsters and Bagsters

Moving pods, dumpsters and bagsters may be used by Residents during periods of moving or remodeling. The pod, dumpster or bagster must be contained within the Garage and the Garage Door shall be closed each evening. Pods, dumpsters and bagsters should be removed within 24 hours from the time they are either (a) full or (b) no longer needed. If the pod, dumpster or bagster cannot be stored fully within the Resident's garage, then a no-cost permit must be applied for and obtained from the Managing Agent prior to delivery of the pod, dumpster or bagster. The Managing Agent will decide where the pod, dumpster or bagster will be stored if it does not fit in the Resident's driveway and establish a time limit for each permit.

8.9 Permit to Park in Guest Parking Spaces

Any Resident may apply for a short term permit or a long term permit to park overnight in the Guest Parking spaces as follows:

A. Short Term Permit.

A Resident may park their vehicle in a Guest Parking space for up to 3 days without a permit. A Resident may request a Short Term Permit to park a vehicle overnight in the Guest Parking spaces for a period of 4-7 days from the Managing Agent. A Short Term Permit will be granted if the Resident demonstrates a valid need for the short term permit. (An example of a valid need is when a Resident's Guest needs to park his or her vehicle overnight but there are no vacant parking spaces available in the Resident's Garage or Driveway.) If the Managing Agent determines that a valid need exists, he or she will issue to the Resident a Short Term Permit showing its expiration date. The Permit must be displayed on the vehicle at all times when parked in a Guest Parking space.

B. Long Term Permit

A Resident may request a Long Term Permit for over 7 days to park overnight in the Guest Parking spaces for an extended period of time from the Managing Agent. Cost for the Long Term Permit shall be \$100/month, due and payable on the first day of each month.

i. The Managing Agent may condition the granting of a Long Term Permit to use a Guest Parking space by making it specific to a particular vehicle(s).

ii. The Managing Agent shall not issue a Long Term Permit for the purpose of storing unused vehicles. A vehicle will be deemed to be “stored” if it is not used by a Resident on a regular basis, or for a period in excess of seven (7) days.

iii. No Long or Short Term Permits will be issued for the Clubhouse parking area. No more than 2 Long Term Permits will be issued for any of the other Guest Parking areas, and no more than 6 total Long Term Permits will be issued for Guest Parking areas at any time.

C. Revocation

The Highline Club Board of Directors or the Managing Agent may revoke either a Short Term or Long Term Permit for any reason at any time upon 3 days written notice to the Resident who was issued the Permit.

8.10 Enforcement.

See Article X. These Parking Rules and Regulations will be enforced by the Managing Agent. Every Resident is required to abide by them or face enforcement action by the Managing Agent. Exceptions or modifications to these Rules and Regulations may be made by the Highline Club Board of Directors for emergency or extraordinary circumstances.

ARTICLE IX – CLUBHOUSE, SPORT COURTS, SPA AND POOL

9.1 Clubhouse Use by Residents and Guests

The Clubhouse is intended for the use in common by all Owners, Residents, Tenants, and Guests. No Guests shall be permitted to use the Clubhouse unless accompanied by an Owner, Resident, or Tenant. The Clubhouse must be reserved for use by all Owners, Residents, and Tenants for private functions in the manner outlined in Section 9.2.

Entrance to the Clubhouse shall be by means of a four digit combination which has been made available to all community members. No Pets are allowed in the Clubhouse.

9.2 Clubhouse Private Functions

An Owner, Resident, or Tenant may reserve the main room of the Clubhouse and the Pool deck by contacting the Managing Agent to reserve a time and date; provided, however, that such private function shall not exceed 50 attendees. Hours for private functions shall be as follows:
Daily - Between the hours of 9:00am and 10:00pm

At such time as an Owner, Resident, or Tenant reserves the Clubhouse for a private function, such Owner, Resident, or Tenant shall:

- a. Pay \$125 to the Managing Agent, \$25 of which shall be deemed a fee for reserving the use of the Clubhouse and shall be deposited into the reserve account and \$100 of which shall be deemed to be a damage and cleaning deposit to be used as set forth below.
- b. Sign an agreement whereby such Owner, Resident, or Tenant agrees to be responsible for the conduct of the attendees at the private function, including any damages, caused by such attendees, and agrees to clean the portions of the Clubhouse and Pool deck used by such attendees (including removing trash from the private function to such Owner, Resident, or Tenant's Home for later removal by trash haulers) no later than noon of the day following the private function. In lieu of self-cleaning the premises, the Resident may elect to have the Highline Club janitorial cleaning service perform the post-rental cleanup for a fee of up to \$100 to be deducted from the \$100 cleaning/damage deposit. The resident must notify the Highline Club managing agent of the election at the time of signing the rental agreement. The damage and cleaning deposit may be used by the Association to pay for any damages caused by the attendees of the private function or to pay for any cleaning of the Clubhouse or Pool deck used by such attendees which was not properly or timely performed by the Owner, Resident, or Tenant. If the damage or cleaning deposit is not adequate for such purposes, the Owner, Resident, or Tenant shall be responsible for paying the difference. To the extent the damage and cleaning deposit is not so utilized, it shall be returned to the Owner, Resident, or Tenant. No alcoholic beverages shall be made available to any person under the age of 21 years in connection with any use of the Clubhouse or Pool deck for a private function. No signs or other notices will be posted on Highline Club property advertising a private function at the Clubhouse without the express prior written approval of the Board.

9.3 Sport Courts, Spa and Pool Use by Residents and Guests

- a. *Use.* The Sport Courts are available for use daily from 8:00 a.m. to 10:00 p.m. The Pool and Spa may be used from 6:00 a.m. to 10:00 p.m. daily during those portions of the year that the

Board determines to keep the Pool open for use. An Owner, Resident, or Tenant may not reserve the Spa or the Pool.

9.4 General Rules for Clubhouse Sport Courts, Spa and Pool

The Board or the Managing Agent shall be entitled to close the Sport Courts, Pool, Spa and/or Clubhouse at any time for repairs, cleaning or safety reasons. The Sport Courts, Spa and the Pool are intended for use in common by all Owners, Residents, Tenants, and Guests. All Guests must be accompanied by an Owner, Resident, or Tenant. No Owner, Resident, or Tenant may reserve the Spa or the Pool for a private function.

b. Prohibited Actions. The following actions are prohibited:

- i. Children under 14 are not permitted in the Sport Courts, Spa or Pool area unless accompanied by an adult.
- ii. Pets are not permitted in the Clubhouse, Sport Courts, Spa or Pool area.
- iii. Glass containers are not permitted in the Sport Courts, Spa or Pool area.
- iv. Receptacles provided for trash are to be used for those purposes.
- v. Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations will not be permitted in the Pool or Spa.
- vi. Restrooms in the Clubhouse are available to persons using the Clubhouse, Sport Courts, Spa and the Pool. Personal hygiene products, and other refuse foreign to the intended purpose of the commodes must not be deposited in them.
- vii. Bicycles, trikes, skateboards, roller skates, or other play equipment are not allowed in the Sport Courts, Spa or the Pool area.
- viii. Horseplay, running, spitting, foul language, undue splashing and other activities which prevent others from enjoying the use of the Clubhouse, Sport Courts, Spa or the Pool are not allowed. Persons engaging in such activities may be expelled from the Clubhouse, Sport Courts, Spa or the Pool area.
- ix. Rubber and plastic floats, balls, etc., may be used in the Pool unless the Pool becomes too crowded or the use of these items is keeping others from enjoying the use of the Pool.
- x. No foreign matter is to be thrown in or about the Clubhouse, Sport Courts, Spa or the Pool.
- xi. No radios, televisions, tape playback machines, compact disc players, record players or any device which plays music or emits sounds may be used in the Clubhouse, Sport Courts, Spa or the Pool area, with the exception for private functions, unless headphones are used which eliminate the sounds created by any such device for persons without headphones.
- xii. Smoking or vaping is not allowed in the Clubhouse or the Pool or Spa areas or on the Sports Courts.
- xiii. Consumption of food is not allowed in the Pool.
- xiv. The Owner, Resident or Tenant using the Clubhouse or Spa shall turn off all lights and fans, ensure that all doors are locked, that the heat-saving cover to the Spa has been put in place, that all umbrellas have been closed and that all doors and gates are locked.

9.5 Assumption of Risk in Use of Clubhouse Spa, Pool and Sport Courts

All persons using any of the Recreational Facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Resident or Guest shall make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the Recreational Facilities. Each Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by such Owner, any Resident residing upon such Owner's Lot or any Guest of such Owner or any such Resident, arising out of their use of the Recreational Facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the gross negligence of the Association or its agents, servants or Employees in the operation, care or maintenance of the Recreational Facilities.

9.6 Enforcement. See Article X.

ARTICLE X - ENFORCEMENT OF DECLARATION, ARTICLES, BYLAWS, AND RULES

10.1 General Authority

Each Owner, Resident, and Tenant shall comply strictly with the provisions and shall be responsible for any violation by the said Owner, Resident, Tenant, and their Guest of the Declaration, the Articles, Bylaws, and Rules of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

Notwithstanding any other provision, the cost of any installation, maintenance, repair, or replacement, or other work which would normally be the responsibility of the Association (whether on the Common Area, the Lot involved, or another Lot) but which was necessitated by the negligence, abuse, or violation of the Declaration, Articles, Bylaws, or Rules by an Owner, Resident, Tenant, or Guest shall be the sole responsibility of the Owner of the Home involved and the Association may provide for or perform the necessary work and may levy an Extraordinary Assessment against the Owner and the Lot with respect thereto.

10.2 Procedures

The Board shall give notice to any offending Owner, Resident, or Tenant of the specific violation of the Declaration, Bylaws, and/or Rules along with the intent of the Board to enforce the Declaration, Bylaws, and /or Rules of the Association and the specific penalty. The Owner, Resident, or Tenant shall have 10 days to respond in writing to the

Board if they wish to appeal the decision of the Board. The Board shall consider the appeal at its next meeting and, barring the need for additional information, shall render a final decision at that time.

10.3 Assessment

An Extraordinary Assessment may be levied by the Board against a Lot and the Owner to recover the actual amounts expended by the Association with respect to the following, plus an amount to be determined by the Board not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and administrative costs of the Association:

- a. Installation, maintenance, repair or replacement performed by the Association regarding the failure of an Owner to maintain her/his property.
- b. Installation, maintenance, repair or replacement caused or contributed to by the negligence, misuse or neglect of an Owner, Residents, Guests, or Tenants or the failure of an Owner to maintain her/his Home or Lot in accordance with the provisions of the Declaration.
- c. The Association may also make an Extraordinary Assessment against an Owner and her/his Lot for any other purposes provided for in the Declaration, in the Articles, Bylaws or Rules.

10.4 Fines

The Association shall be entitled to collect from the Owner responsible for a violation of these Rules a fine in an amount which, in the reasonable opinion of the Board is commensurate with the violation but which does not exceed \$20 for each day that the violation continues until it is corrected. Any such fines shall be payable upon demand from time to time. A "First Mortgagee" (as such term is defined in the Declaration) of a Lot which acquires title to a Lot as a result of obtaining a deed in lieu of foreclosure and a purchase at a foreclosure of a "First Mortgagee" (as such term is defined in the Declaration) encumbering a Lot shall not be liable for any fines imposed against the Owner of such Lot except those fines accruing during the period when such First Mortgagee or purchaser is the Owner of such Lot.

10.5 Payment

All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be sent to the Managing Agent's office by check, money order, or electronic transfer payable to the Highline Club Association. Cash will not be accepted.

If any Unit Owner fails to timely pay assessments or any money or sum due to the association, the Association may require reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of such failure without the necessity of commencing a legal proceeding. [SB100]

For any failure to comply with the provisions of state law or any provisions of the Declaration, Articles, Bylaws, or Rules, other than the payment of assessments or any

money or sums due to the Association, the Association, any Unit Owner, or any class of Unit Owners adversely affected by the failure to comply may seek reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. [SB100]

10.6 Voting Rights

The Association may suspend the voting rights of a member during any period or periods in which the member fails to comply with the Rules of the Association, or is delinquent in payment of any assessments payable by such Owner to the Association. [Articles]

10.7 Mediation and Arbitration.

- a. *Mediation.* The filing of a legal complaint is preconditioned upon making use of mediation or arbitration in situations that do not involve an imminent threat to the peace, health, or safety of the Highline Club. Any controversy between the Association and an Owner may be submitted to mediation by either party to the controversy prior to the commencement of any legal proceeding. The mediation agreement, if one is reached, may be presented to the court as a stipulation. Either party to the mediation may terminate the mediation process without prejudice. If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief.
- b. *Arbitration.* Except as otherwise herein provided, any controversy or claim arising out of or relating to the Declaration, Articles, Bylaws, or Rules, or the breach thereof, shall be settled by arbitration in the State of Colorado, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction hereof; provided, however that this paragraph shall have no applicability to any remedies available to a mortgagee under Colorado law or to remedies available to the Association for collection of assessments or foreclosure of a lien with respect thereto. The Association and/or any aggrieved Owner may enforce the provisions of all such documents against any Owner and any Owner may enforce the provisions of all such documents against the Association.

10.8 Civil Action

The Association shall be entitled to bring a civil action against any party violating these Rules to enforce the Declaration, Articles, Bylaws, and Rules and correct any violation of these documents. In any such action, the Association shall be entitled to seek damages or injunctive relief or both. The Association shall have the right to enjoin or seek damages from Owners for violation of the Declaration, Articles, Bylaws and the Rules.

10.9 Complaints

Complaints regarding the management of the Highline Club or regarding actions of other Owners, Residents, Tenants, or Guests shall be made in writing (electronically or otherwise) to the Managing Agent or the Board.

10.10 Specific Enforcement

The enforcement of specific provisions of the Declaration, Articles, Bylaws, and Rules shall be accomplished in the following manner.

- a. *Failure of an Owner to Maintain.* If an Owner fails to perform his obligation to maintain her/his Lot in accordance with all of the provisions of the Declaration, Bylaws, and Rules, the Board may give such Owner written Notice of such failure, including the specific violation.
 - i. The owner shall have ten (10) days after the delivery of such Notice to commence rectifying the violation and to diligently pursue the same to completion.
 - ii. In the event an Owner fails to commence such action within the ten (10) day period or fails to diligently pursue the same, the Association may take action to address the violation cited in the Notice. The owner shall be liable to the Association for the cost of such action together with interest on the amount expended by the Association at the rate of eighteen percent (18%) per annum or such other rate provided in the Bylaws or Rules not to exceed twenty-five percent (25%).
 - iii. If the Owner fails to pay the costs for correcting the violation and the interest, the Association may levy an Extraordinary Assessment against such Owner's Lot to recover the payment thereof.
 - iv. In the event an Owner fails to pay the Extraordinary Assessment, a lien may be assessed against the property.
 - v. The Association may take any action under this paragraph without prior Notice, if in the opinion of the Board, such action must be done immediately in order to prevent damage to the Lot involved, to any other Lot or to the Common Area.
 - vi. The Association shall have the right to enter a Lot and remove any materials, objects, or refuse piles at the expense of the Owner after due Notice to the Owner and Owner's failure to comply with said proper Notice. Such entry to remove materials, objects, or refuse shall not be deemed a trespass. The limitations and requirements of this section shall pertain to entire Lots.
- b. *Failure of an Owner, Resident, or Tenant to comply with Pet Rules.* If any person responsible for compliance with the Pet Rules is determined to have violated the Pet Rules, the Managing Agent may give Notice to such person that such person takes immediate actions to correct the violation. If the violation is not corrected, such person, upon receipt of further Notice from the Managing Agent, may be required to confine the pet to such person's Home or Lot. The provisions of this Section 11.8 b. shall not limit any other remedy available to the Association to enforce these Rules and shall not prevent the Association from contacting any governmental agency responsible for animal control to take any other action in appropriate circumstances. A Pet Owner may be required to pay for any clean up.
- c. *Failure of Owner, Resident, Tenant, and Guest to comply with Vehicle Rules.* If any Owner, Resident, Tenant, or Guest is determined to have violated the parking and vehicle rules, the Association may take the following actions with respect to such Owner, Resident, Tenant, or Guest's vehicle.

Each day that a particular vehicle is in violation of these parking and vehicle rules shall constitute a separate violation. The provisions of this Section 10.10 c. concerning enforcement shall not limit any other remedy available to the Association to enforce the Rules and shall not prevent the Association from contacting the police to take any other action in appropriate circumstances.

i. First Violation

Upon the first violation of a particular vehicle, the Managing Agent shall send a Notice to the Owner that the vehicle is in violation of these parking and vehicle rules along with a copy of these rules.

ii. Second Violation

Upon the second violation of a particular vehicle, the Managing Agent shall send a Notice to the Owner that the vehicle may be towed upon the third violation.

iii. Third Violation

Upon the third violation by a particular vehicle, the Managing Agent may request that the police issue a ticket for improper parking and may also cause the vehicle to be towed away by a towing company at the expense of the owner of the vehicle.

iv. Indemnity

If any vehicle owned or operated by an Owner, Resident, Tenant, or Guest shall be towed as a result of violations of these parking and vehicle rules, the Owner of the Lot upon which such Owner, Resident, Tenant, or Guest resides shall indemnify and hold harmless the Association from any liability that may be claimed against the Association as a result of such towing. Any and all rights in connection with any such towed vehicle that such Owner, Resident, Tenant, or Guest may have under the provisions of state or local laws and ordinances are hereby expressly waived.

10.11 Failure of Owner, Resident, and Tenant to Comply with Contractors, Workers and Vendors Rule

Any Owner, Resident, or Tenant that interferes with the work of any contractor, worker, or vendor by directing or stopping their work or causing delays in any way shall be fined up to \$500 for the first offense and up to \$1,000 for each succeeding offense.

APPENDIX A

APPLICATION FOR EXTERIOR MODIFICATION

APPENDIX B

APPLICATION FOR GROUNDS MODIFICATION

APPENDIX A
THE HIGHLINE CLUB
ARCHITECTURAL CONTROL COMMITTEE

APPLICATION FOR EXTERIOR MODIFICATIONS

Homeowner: Please complete the following and provide information in all places shown:

APPLICANT: _____

Unit No. _____ Day Phone: _____ Evening Phone: _____

Signature: _____ Date: _____

GENERAL DESCRIPTION OF EXTERIOR MODIFICATIONS
REQUESTED:

PROPOSED PROJECT INFORMATION:

START DATE: _____ COMPLETE DATE: _____

CONTRACTOR NAME: _____

ADDRESS, PHONE _____

Applicant is required to notify adjacent homeowners of anticipated modifications and provide a letter from each adjoining neighbor acknowledging that they have been notified and have some or no objections to the proposed modification. Please submit these letters with this application to the Architectural Control Committee.

Neighbor A _____ Unit No. _____

Neighbor B _____ Unit No. _____

Note: If construction is delayed or extends beyond the dates noted above, the applicant must notify the Architectural Control Committee for an extension. Because of the proximity of our homes in the Highline Club, all construction must take place in as expeditiously as possible in order to minimize the disturbance to neighbors.

APPLICATION SUBMITTAL REQUIREMENTS:

A. GENERAL

Exterior modifications shall include ANY modification to the exterior of the townhouse unit including but not limited to the following:

- Patio deck enclosures (privacy fences) extensions or alterations
- Window and door changes and additions
- Storm door and screen door additions, modifications and changes
- Pet enclosures on decks or balconies
- Changes to exterior stairs
- TV antenna or TV satellite dish additions or modifications

Applicants are required to submit the following:

- Adequate, scaled architectural and/or engineering plans for all work except storm door/screen door additions
- Surveys, drawings, elevations, sections, details color and material schedules and samples to adequately describe the proposed building modifications
- Grading and drainage plans
- Before, During and After Construction digital photographs documenting the existing conditions, open-wall and methods conditions and final conditions

The following changes are prohibited:

- Building expansions or additions
- Skylights
- Greenhouse enclosures
- Construction on common areas
- Penetration or alteration to party walls or firewalls

The Architectural Control Committee of the Board of Directors of the Highline Club reserves the right to require that additional documents be submitted if, in the opinion of the Board, the application is incomplete or does not adequately describe the proposed improvements. Please note: A survey of the property in question, prepared by a licensed

land surveyor or a reproduction of an existing sealed survey plat, may be required to be submitted with an application concerning a patio deck modification.

It shall be the responsibility of the Homeowner or his contractor to obtain all legal permits and inspections for the proposed construction as may be required by the governing jurisdiction. The HIGHLINE CLUB Owners Association shall not be liable for any work that is not in conformance with building codes, manufacturer's recommended and required installation parameters or work that is lacking appropriate permits.

The HIGHLINE CLUB Owners Association reserves the right to order the removal or modifications of any work not in compliance with the requirements contained herein this document.

The Homeowner making this application shall restore any common area that is altered or affected by the proposed work to its original condition. It shall be the responsibility of this Homeowner to notify the Grounds Committee of the Board of Directors of the HIGHLINE CLUB of any proposed alterations to the adjacent common area including the irrigation system prior to the start of any work.

ARCHITECTURAL CONTROL COMMITTEE REVIEW:

(A) Adequate submittal:

- _____ Plans and specifications
- _____ Grading and drainage plans
- _____ Digital photographs of existing conditions

(B) Design Considerations: (Plans must address the following:)

- _____ Overall design and appearance
- _____ Compatibility with existing structure
- _____ Size relative to lot and yard, dimensions to existing building and property lines.
- _____ Height above grade and total height
- _____ Relationship to existing conditions
- _____ Relationship to adjoining units

_____ Materials, finishes, trims and colors

_____ Impact on existing common area landscaping

_____ Impact on existing drainage patterns

(C) Permits for construction: _____

____ Application Complete and Reviewed by Committee _____ (date)

____ Application recommended for Approval As Submitted _____ (date)

____ Application recommended for Approval subject to the following conditions:

(1) _____

(2) _____

(3) _____

(4) _____

____ Application Denied _____ (date)

Reasons for denial _____

Referred to HIGHLINE CLUB Board of Directors for action: _____

HIGHLINE CLUB BOARD OF DIRECTORS ACTION:

APPROVED AS SUBMITTED (DATE)

APPROVED SUBJECT TO CONDITIONS: (DATE)

(1) _____

(2) _____

(3) _____

APPLICATION DENIED (DATE)

REASONS FOR DENIAL:

(1) _____

(2) _____

(3) _____

Board of Directors:

APPENDIX B
THE HIGHLINE CLUB

APPLICATION FOR GROUNDS MODIFICATIONS

Homeowner: Please complete the following and provide information in all places shown:

APPLICANT: _____

Unit No. _____ Day Phone: _____ Evening Phone: _____

Signature: _____ Date: _____

GENERAL DESCRIPTION OF GROUNDS MODIFICATIONS
REQUESTED:

PROPOSED PROJECT INFORMATION (if applicable):

START DATE: _____ COMPLETION DATE: _____

CONTRACTOR NAME: _____

ADDRESS, PHONE: _____

Applicant is required to notify adjacent homeowners of anticipated modifications and provide a letter from each adjoining neighbor acknowledging that they have been notified and have some or no objections to the proposed modification. Please submit these letters with this application to the Board of Directors.

Neighbor A _____ Unit No. _____

Neighbor B _____ Unit No. _____

Note: If grounds modification is delayed or extends beyond the dates noted above, the applicant must notify the Board for an extension. Because of the proximity of our homes in the Highline Club, all modification must take place in as expeditiously as possible in order to minimize the disturbance to neighbors.

APPLICATION SUBMITTAL REQUIREMENTS:

A. GENERAL

Grounds modifications shall include ANY modification to the exterior of the townhouse unit including but not limited to the following:

- Border area outside privacy fence and/or patio fence area
- Planting of trees, grass, shrubs, vines, flowers and other vegetation within privacy fence and/or patio fence area
- Planting of trees, shrubs, flowers, vines and other vegetation within planter box area
- Modification or relocation of irrigation system within privacy fence, patio fence or border area

Applicants are required to submit the following:

- Landscape plan for all modification work must be submitted before any work can commence
- List of proposed vegetation
- Grading and drainage plans (If applicable)
- Before, during and after construction photographs documenting the existing conditions and final conditions

The following changes are prohibited:

- Planting of trees, shrubs, flowers, vines and other vegetation within planter area
- Planting, pruning, spraying and/or removal of trees or other vegetation in commons area

- Planting, pruning, spraying and/or removal of trees in border areas
- No planting of large, invasive or wildlife attracting vegetation within privacy fence, patio fence or border area
- The planting of Cottonwood trees in commons area, planter area, privacy fence, patio fence or border area.

The Board of Directors of the Highline Club reserves the right to require that additional documents be submitted if, in the opinion of the Board, the application is incomplete or does not adequately describe the proposed improvements.

It shall be the responsibility of the Homeowner or his landscape contractor to obtain all legal permits and inspections for the proposed construction as may be required by the governing jurisdiction. The HIGHLINE CLUB Owners Association shall not be liable for any work that is not in conformance with building codes, manufacturer’s recommended and required installation parameters or work that is lacking appropriate permits.

The HIGHLINE CLUB Owners Association reserves the right to order the removal or modifications of any work not in compliance with the requirements contained herein this document.

The Homeowner making this application shall restore any common area that is altered or affected by the proposed work to its original condition. It shall be the responsibility of this Homeowner to notify the Board of Directors of the HIGHLINE CLUB of any proposed alterations to the adjacent common area including the irrigation system prior to the start of any work.

BOARD OF DIRECTORS COMMITTEE REVIEW:

(B) Adequate submittal:

_____ Plans and specifications

_____ Grading and drainage plans (if applicable)

_____ Irrigation plan (If applicable)

_____ Photographs of existing conditions

(B) Design Considerations: (Plan must address the following:)

_____ Overall design and appearance

_____ Compatibility with existing vegetation and landscape materials

_____ Size of border relative to lot, yard, and property lines. (Borders not to exceed 36 inches)

_____ Relationship to existing conditions

_____ Relationship to adjoining units

_____ Large garden bark, weed control liner and rolled top metal edging materials (if applicable)

_____ 2"- 4" river rock, weed control liner and rolled top metal edging materials (if applicable). Rock must be compatible with rock of adjacent homeowner units.

_____ Impact on existing common area landscaping

_____ Impact on existing drainage patterns

(C) Permits for construction: _____

_____ Application Complete and Reviewed by Committee _____ (date)

_____ Application recommended for Approval As Submitted _____ (date)

_____ Application recommended for Approval subject to the following conditions:

(1) _____

(2) _____

(3) _____

(4) _____

_____ Application Denied _____ (date)

Reasons for denial _____

Referred to HIGHLINE CLUB Board of Directors for action: _____

HIGHLINE CLUB BOARD OF DIRECTORS ACTION:

_____ APPROVED AS SUBMITTED _____ (DATE)

_____ APPROVED SUBJECT TO CONDITIONS: _____ (DATE)

(1) _____

(2) _____

(3) _____

APPLICATION DENIED _____ (DATE)

REASONS FOR DENIAL:

(1) _____

(2) _____

(3) _____

Board of Directors:

EFFECTIVE DATE AND THESE RULES CONTAIN

- (1) The Rules adopted August 28, 1988, as amended March 20, 1990;
- (2) The amendments of September 21, 1993 by the deletion of Section 2.18 (“Patio”), the addition of Sections 2.8, 2.27 and 3.6 and revision to sections 2.14, 2.21, 3.2, 3.5, 5.3, 6.1, 6.2 and 10.3.
- (3) The amendments effective March 27, 1997 by the revision of sections 5.1, 5.3, 5.4 and 5.8, all relating to parking of vehicles.
- (4) The Rules were generally revised and such Rules were adopted on July, 2005.
- (5) The Rules were generally revised and such Rules were adopted August 17, 2016.

END OF RULES