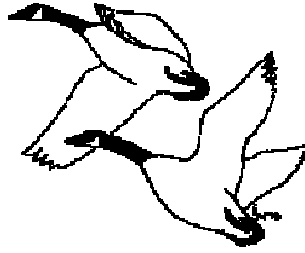


Highline Meadows Condominium Association



General Rules & Regulations

TMMC Property Management
P.O. Box 1401
Castle Rock, CO 80104
Phone: 303-985-9623
Fax: 303-814-8267
Email: tmmc@tmmc-management.com

Table of Contents

I.	INTRODUCTION	1
II.	RULES ENFORCEMENT	1
A.	Complaints	1
1.	Procedure	2
B.	Fines & Penalties Structure.....	2
C.	Reimbursement of Added Expenses	2
1.	Resident's Responsibilities	2
III.	FEES & ASSESSMENTS – See separate collection policy.....	2
IV.	OBLIGATIONS/CONTROL.....	3
1.	Required Information.....	3
2.	Owner as Landlord.....	3
3.	Access to Units	3
4.	Reporting Obligation	3
V.	RULES & RESTRICTIONS.....	3
A.	Signs/Posters/Advertisements.....	3
B.	Domestic Pets.....	3
C.	Wildlife	4
1.	Feeding.....	4
D.	Noise & Nuisances.....	4
E.	Installations	4
F.	Repairs/Renovations	4
G.	Architecture.....	5
1.	Satellite Dishes.....	5
2.	Windows & Screen Doors	5
3.	Storage	5
4.	Window Fans/Air Conditioners/Humidifiers.....	5
H.	Doors	6
1.	Unit Doors.....	6
2.	Building doors.....	6
3.	Laundry Room Doors	6
I.	Grills/BBQs.....	6
J.	Garages	6
1.	Automotive Work	6
2.	Garage Doors	6
3.	Appearance	6
K.	Garbage and Trash Disposal	6
L.	Vehicles.....	7
1.	Prohibited Vehicles	7
2.	Disabled/Inoperable/Abandoned Vehicles.....	7
3.	Traffic Regulations	7
4.	Parking.....	8
VI.	COMMON AREAS	8
A.	General.....	8
1.	Posters/Signs/Advertisements.....	8
2.	Snow/Ice Removal	8
3.	Condominiums.....	9

4. Use of Common Elements	9
5. Modification.....	9
B. Limited Common Areas.....	9
1. Laundry Facilities	9
2. Storage Areas	9
3. Clubhouse	9
4. Pool	10
Appendix A – Responsibility Matrix.....	i
Appendix B – Complaint Form.....	iii
Appendix C – Architectural Modification Request Form.....	v

I. INTRODUCTION

This Manual provides information regarding policies and regulations as determined by resolution of the Board of Directors for the benefit of all property owners, residents and guests within the development.

This manual addresses...

- use of the common areas by Owners, Renters, Guests and other Occupants, hereinafter referred to as "Occupants",
- the conduct of such persons in the common areas, and
- guidance on such use, conduct or actions that would adversely affect the areas of the Project or its appearance or offend or endanger occupants or their guests.

The Rules and Regulations set forth in this Manual are enacted under the authority given the Board of Directors of Highline Meadows as set forth in the Condominium Declaration for Highline Meadows Condominium Association (known as Declarations) and the Bylaws of Highline Meadows Condominium Association (known as Bylaws).

A copy of these Rules and Regulations will be delivered to each present and future Occupant either personally or by mail. The owner of each home (and/or the owner's authorized agent) shall have the responsibility to inform renters, occupants and guests of the provisions of these Rules and Regulations.

These Rules and Regulations will be binding to all Occupants and their guests, and will be enforceable to the same extent as if they were specifically set forth as provisions of the Declaration. Any homeowner and/or the Board of Directors may enforce such provisions by all appropriate legal proceedings, including but not limited to, by injunction, abatement of nuisance, and damages.

These Rules and Regulations will be reviewed from time to time by the Board of Directors, and republished if any changes are deemed necessary. Any such change to these Rules and Regulations shall become effective upon being placed in the mail, postage prepaid, addressed to the last known address of each homeowner of the Association and ***all prior Rules and Regulations shall become null and void upon the effective date of the revised rules.*** Notice given to the owner of a home shall also be noticed to that home's residents, tenants and/or guests.

II. RULES ENFORCEMENT

Pursuant to Article X, Section 10.4 of the Highline Meadows Condominium Association (HMCA) Declarations, the Association may make reasonable rules and regulations that are necessary to

- maintain an orderly and pleasurable living environment within Highline Meadows,
- protect the property values of its units with Highline Meadows Condominiums, and
- allow the Association to fulfill its responsibilities as stated in the Declarations.

Enforcement of the Association documents, Rules and Regulations, and all related codes and laws will be conducted according to the following procedure as approved by the Board of Directors.

Note: The failure of the Highline Meadows Condominium Association to enforce any of the Rules and Regulations is not a justified reason for the continuation of any violation of the Rules and Regulations. The Rules and Regulations shall remain in effect at all times, and may be enforced at any time at the discretion of the Association or Board of Directors.

A. Complaints

Each time a resident reports a violation, or any time a duly elected member of the Board of Directors, or the Management Agent observes a violation, a report shall be filed.

1. Procedure

- a. All complaints regarding violation of the rules and regulations must be presented in writing or on a complaint form to the Association's Board of Directors or Management Agent.
- b. For the first violation of each rule or regulation, the unit owner will be contacted by letter and advised of the violation.
- c. Should the unit owner or occupant of record feel that an error has been made, he/she is given an opportunity to register specific objections to this notice by addressing such objections in writing to the Board or Management Agent within ten (10) calendar days from the date of the notice.
IMPORTANT: If extenuating circumstances prevent the homeowner from remedying the violation or breach within ten (10) days, the homeowner must submit a written request to the Board requesting an extension to the deadline. The request must be received by the Property Management Company prior to the expiration of the original ten (10) day allotment.
- d. Each subsequent violation of the same rule or regulation will result in a cumulative assessment plus costs. (See Fines and Penalties Structure)
- e. All assessments plus costs imposed must be paid within thirty (30) calendar days of the date of such notification. Failure to rectify the problem and pay such assessments plus costs imposed within this stipulated period will be cause for the Board of Directors to take appropriate legal action before the court to recover such assessments and all costs.

B. Fines & Penalties Structure

All fines and penalties shall be deemed part of the periodic assessment and collectable as other such assessments pursuant to the provisions of Article XI of Declarations.

Unless otherwise defined, the penalty for violating the Rules and Regulations set forth herein shall be as follows:

1 st violation	Intent to Fine
2 nd violation	\$25.00
3 rd violation	\$50.00
4 th and subsequent violations	\$100.00 each violation thereafter and maybe subject to legal action

C. Reimbursement of Added Expenses

1. Resident's Responsibilities

Residents proved to be responsible for damage to Association Property, or for creating costs to the Association through their actions, shall be required to reimburse the Association for actual costs incurred.

- a. In such cases the Office/Management Agent will notify the resident who will be required to pay the amount along with the next periodic assessment.
- b. Owners are responsible for obligations of renter(s)/lessee(s).
- c. Failure to pay shall be cause for collection through legal action as is available to the association.

III. FEES & ASSESSMENTS – SEE SEPARATE COLLECTION POLICY

IV. OBLIGATIONS/CONTROL

1. Required Information
 - a. Owners of units must supply the Management Agent with the owner's name, mailing address, garages and spaces on deed, license numbers of cars, and a telephone number in case of emergency.
2. Owner as Landlord
 - a. Owners renting/leasing their units must supply their tenant's name, license numbers of cars, and a telephone number to the Office/Management Agent. Any changes to the information must be reported immediately.
 - b. Owners who rent/lease their units to others are responsible for furnishing a copy of the rules and regulations to the renter(s)/lessee(s), and are responsible to the Association for compliance with the Rules and By-laws, by the renter(s)/lessee(s), and their guests.
 - c. Unit owners are financially responsible to the Association for payment of all assessments, and damages or violations of these Rules of Conduct, resulting in assessment violations caused by renter(s)/lessee(s), or their guests.
3. Access to Units
 - a. In the event of an emergency, the Management Agent must have immediate access to the unit(s).
 - b. In the event of an emergency, should forced entry be necessary, any associated cost related to the forced entry will be at the expense of the owner.
4. Reporting Obligation
 - a. Residents are encouraged to record and report any condition or incident threatening the safety or security of the property and its residents, to the Office/Management Agent or directly to any Board Member. This can be interpreted to include broken or damaged property, speeders, parking in fire access routes, throwing dangerous object to or from balconies, or at the wildlife, or any other action which might create a risk to safety or well being of our residents.

V. RULES & RESTRICTIONS

A. Signs/Posters/Advertisements

No signs, advertising device or other display of any kind shall be displayed in the Properties or on any common element unless approved by the Association's Board of Directors.

B. Domestic Pets

Any pets on the property must adhere to city and county regulations as well as the following:

- a. All pets must be walked upon a leash.
- b. Pets shall not be tied to any common or limited common element.
- c. Pet waste must be immediately removed.

C. Wildlife

1. Feeding

No Occupant shall feed or leave food available on common areas for any wildlife mammal (skunks, foxes, squirrels, raccoons, feral (untamed) cats, coyotes, or others).

- a. The penalty for the first violation shall be a twenty-five dollar (\$25.00) fine and *all other subsequent violations shall be fined at a rate of one hundred dollars (\$100.00) per occurrence*. This penalty shall be deemed part of the periodic assessments and collectable as other such assessments, pursuant to the provisions of Article XI of the Declarations.

D. Noise & Nuisances

1. No noxious or offensive activity shall be carried on, in or upon any Building Unit or Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance.
2. Residents shall exercise extreme care about making noise or using musical instruments, radios, televisions, stereos and or amplifiers that may disturb other residents. At no time should these devices be audible outside the immediate area of a unit, whether in a common area or outdoor area.
3. Speakers shall not be placed in windows, on patios, or balconies so that music can be heard in parking lots or outside of the building.
4. Work may be performed only between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. Saturday and Sunday.

E. Installations

1. No Occupant shall install electrical wiring, television antenna, air conditioners or other machinery on the exterior of the project; nor anything protruding through the walls or the roof of the project; nor shall any paint or other coloring material be applied to the exterior walls of any structure without authorization from the Board. [See also Section V(G)]

F. Repairs/Renovations

1. Guidelines & Restrictions

- a. All contractors hired by Occupants, along with Occupants performing their own remodel projects, must obey all Rules and Regulations as set forth by the Association.
- b. Work may be performed only between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. Saturday and Sunday.
- c. Occupants are responsible for the actions of their hired contractors.
- d. Other than for business communications, radios shall not be played on the premises.
- e. Building materials and other related items such as, but not limited to, sand, vehicles, equipment, or construction debris may not be stored on or obstruct streets, sidewalks or Common Areas.

G. Architecture

Owners must get permission from the Board to make any alterations to your unit that will be visible from the outside, including but not limited to the following:

1. Satellite Dishes

- a. As allowed for under the Telecommunications Act, the dish may be no larger than 39 inches.
- b. The dish may be placed on the roof on a skid that does not mount to the roof or in any way penetrate the roof or on the balcony railing. This dish can not be located on a common element and may not cause a safety hazard. If reception cannot be received in the named areas, you must submit a letter from the licensed company installing the dish or antenna stating this to be the fact, as well as details as to how you will make the satellite dish or antenna "blend into the surroundings".

2. Windows & Screen Doors

- a. The approved color of windows at Highline Meadows is beige/almond. **White is not allowed.**
- b. Screen doors are recommended on all townhome unit front doors. Styles must be approved by the Board.

3. Storage

- a. Residents/Owners shall not engage in the practice of: hanging clothing, towels, rugs, and other items outside; the placing of foil in windows as a sunscreen (inexpensive solar film is approved), and the leaving of unsightly items, such as trashcans, buckets, wheelbarrows, tires, furniture and other items in residential viewing areas for extended periods of time. The Board considers an extended period of time to be more than one day.
- b. Windows, balconies or patios will not be used for the following:
 - Storage (no flammable liquids are to be stored or used).
 - Cleaning or drying areas.
 - Dusting or airing rugs or other materials.
 - Places to or from which to pour or throw anything.

4. Window Fans/Air Conditioners/Humidifiers

- a. Window air conditioners, fans, or humidifiers shall not be installed directly in windows without prior approval from the Board.
- b. If approval is granted, window air conditioners, fans, or humidifiers shall be installed in a professional manner so that it is aesthetically pleasing and preserves the attractiveness of the community.

H. Doors – Condominium/Apartment Units

1. Unit Doors – Owners who replace their unit front door must conform to current fire code by installing a fire proof door. All doors are required to be painted brown to match the existing doors.
2. Building doors on condominium units shall be kept closed at all times except to enter or exit.
 - a. Occupants found to be responsible for “propping” or leaving a building door open, other than actively loading or unloading, shall be fined according to the fines/penalty schedule and shall be responsible for any damage or vandalism to the building caused by leaving said door open.
3. Laundry Room Doors
Laundry room doors in condominium units shall be kept closed and locked at all times except to enter or exit.
 - a. Occupants found to be responsible for “propping” or leaving a laundry room door open, other than actively loading or unloading, shall be fined according to the fines/penalty schedule and shall be responsible for any damage or vandalism to the laundry room caused by leaving said door open.

I. Grills/BBQs

1. Guidelines & Restrictions
 - a. Any and all types of outdoor grills or BBQs are not allowed on the balconies.
 - b. Grills and/or BBQs must be kept ten (10) feet from building while in use.
 - c. Grills and/or BBQs left on the common areas while not in use will be considered abandoned and will be disposed of, and the owner will be fined twenty-five dollars (\$25.00) plus disposal costs.

J. Garages

1. Automotive Work
All automotive work must be confined to the owner's garage or done off the Highline Meadows premises.
2. Garage Doors
Garage doors shall be kept shut except during periods of time when someone is physically working in the garage or entering or exiting.
3. Appearance
Garages should be kept clean and orderly.

K. Garbage and Trash Disposal

It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. The foregoing restriction, stated in the By-laws, shall be deemed violated if residents dispose of any trash or garbage in limited common areas to include hallways, laundry rooms (other than in the provided containers), balconies, patios, lawns or outside the dumpster units within the service areas, or within the common elements.

1. Penalties/Fines

- The penalty for the first violation shall be twenty-five dollars (\$25.00) plus disposal costs and the penalties for all subsequent violations shall be fifty dollars (\$50.00) plus disposal costs.
- The penalty for abandoning appliances or furniture within the common elements shall be \$500.00 per violation. Any resident reporting such a violation shall receive half of the penalty as a reward after the Association has successfully collected the penalty.
- All penalties shall be deemed part of the periodic assessment collectable as other such assessments pursuant to the provisions of Article XI of the Declarations.

L. Vehicles

1. Prohibited Vehicles

Prohibited vehicle(s) shall be photographed and tagged for towing. Once tagged, the owner shall have ten (10) days to remove the vehicle from the premises or the vehicle shall be subject to towing at the owner's expense.

The following "vehicles" are prohibited from parking on highline Meadows property overnight unless inside a garage or the owner has prior Board approval:

- a. Trailers
- b. Campers
- c. Mobile homes
- d. Motor homes
- e. Boats and any other recreational vehicles
- f. Commercial vehicles larger than a standard one-ton pickup truck

2. Disabled/Inoperable/Abandoned Vehicles

Said vehicles shall be removed, at the owner's expense, from outside parking areas by direction of the Board or Management Agent.

- a. All motorized vehicles that are not currently registered with the State of Colorado shall be deemed inoperable and/or apparently abandoned and shall be photographed and tagged for towing.
- b. All motorized vehicles that are not in working condition, such as having a flat tire, shall be deemed inoperable and shall be photographed and tagged for towing. (See also Section V(C)(1))
- c. Once tagged, the owner shall have ten (10) days to either, remove the vehicle from the premises or repair said vehicle to an operable condition, which shall include properly registering and licensing the vehicle with the State if necessary.
- d. If compliance has not been met, said vehicle shall be towed at the owner's expense.

3. Traffic Regulations

- a. All traffic speed control signs must be obeyed. Violation of this rule is subject to the Rules Enforcement Fines and Penalties Structure.

4. Parking

a. General Guidelines & Restrictions

- Any vehicle parked in an unauthorized space or otherwise obstructing any parking space shall be subject to ticketing and/or towing at owner's expense.
- Any vehicle parked in any space not designated for parking will be ticketed and/or towed by direction of the Board or Management Agent at the owner's expense. This will include fire lanes, trash service units, ends of garages, rock areas, streets or areas assigned for snow removal.

b. Reserved/Owned Spaces

- Residents shall park in garages (if right of use is owned/rented/leased), or in designated parking spaces.
- If a Resident owns two contiguous garages, such resident may parallel park one vehicle within ten (10) feet of such garage doors. If any part of a vehicle is more than ten feet from the garage doors, it will be considered parked in unauthorized space.
- If right of use to a parking space is owned, Resident shall park in proper space only. All others must park parallel in designated spaces not reserved by ownership.

c. Guest/Visitor Spaces

- Guests shall park vehicles in designated guest/visitor parking spaces. It shall be the responsibility of the Resident to direct guests to proper parking spaces.
- Any vehicle parked in a "visitor" designated space must be moved every 72 hours or it shall be subject to towing at the owners expense.

VI. COMMON AREAS

A. General

1. Posters/Signs/Advertisements

- a. Residents shall not post any advertisements or posters of any kind in or on the premises except as authorized by the Board. All approved signs must comply with all rules for sign placement.
- b. Signs may be placed on bulletin boards provided in each Condominium building. No notices may be placed in mailboxes unless properly stamped and delivered by the U.S. Postal Service.
- c. For Sale and For Rent signs may only be placed in the window of the unit.

2. Snow/Ice Removal

Snow/Ice removal must occur within twenty-four (24) hours after the end of a snowstorm.

- a. Townhome Residents/Owners shall be responsible for snow removal from sidewalks directly in front of their unit when the amount of snow is less than three (3) inches. Snow removal must occur within 24 hours after the end of a snowstorm.
- b. Condominium/Apartment Residents/Owners shall be responsible for snow removal from their balconies.

3. Condominiums/Apartments

- a. No soliciting, smoking in the hallways or stairwells, or loitering of any type will be permitted in the buildings.

4. Use of Common Elements

- a. Residents and guests are not to use the following as play areas:

- Halls
- Stairways
- Entrances
- Laundry/Utility rooms
- Sidewalks, except proper use of tricycles and bicycles, but must yield to pedestrians
- Driveways or parking lots
- In or around trees or shrubbery
- In or around trash units

- b. Residents and guests are not to use common areas for storage. Such areas include, but are not limited to:

- Entrances
- Sidewalks
- Driveways and parking lots
- Condominium hallways, stairways, and laundry/utility rooms

Any items stored in such common areas will be considered abandoned and disposed of, and the owner will be fined according to section I(A)(2).

5. Modification

- a. Any planting, or modifying of common elements must be approved by the Board and supervised by the Management Agent. [See also Section II.]

B. Limited Common Areas

1. Laundry Facilities

- a. Residents may use the laundry facilities between the hours of 7:00 a.m. and 11:00 p.m. only.

2. Storage Areas

- a. Property stored in designated storage areas must be non-flammable or non-decaying and must be secured (locked) in the designated space. The Association assumes no liability for, nor shall the Association be liable for any loss or damage to articles stored in any storage area.

3. Clubhouse

- a. The clubhouse is for resident use.
- b. The clubhouse will be open for resident use as specified by the Board of Directors.
- c. No minors under the age of 16 are permitted in the clubhouse at any time without adult supervision.
- d. No one in wet clothing is permitted in the main clubhouse room at any time.

- e. Association clubhouse equipment will be issued by designated Association employees to residents upon receipt of validation of current residency.
 - f. Reservations may be made only with the Management Agent or other designated person for a period not to exceed one twenty-four hour period ("day"). Only one reservation per owner or resident per week may be made.
 - g. Reservations may be made only by adult owners or bonafide residents, who must be present during the entire usage period.
 - h. Rental for reserved use of the clubhouse will be fifty dollars (\$50.00), to be paid prior to the completion of the reservation.
 - i. A \$250.00 cleaning and damage deposit is also required prior to the completion of the reservation for the clubhouse. The deposit or portion thereof will be returned, prorated on the condition of the facility following usage. Unusual cleaning will be charged at the rate of \$30.00/hour. If damage or cleaning exceeds deposit, special assessments will be levied against the resident. Facilities must be cleaned prior to normal opening time the following day.
 - j. The reserving resident is responsible for:
 - The conduct and safety of all guests
 - The facility property
 - k. The resident making the reservation is responsible for securing the facilities after use (lights, heat and locking). This responsibility continues until the premises are returned to Association control. Procedures will be explained on initial walk through.
4. Pool
- a. The Association assumes no liability for accidents or damage.
 - b. The pool shall be opened for use Memorial Day through Labor Day with operating hours of 9:00 a.m. to 10:00 p.m. and 6:00 a.m. – 9:00 a.m. for lap swimming only, unless other wise stated by the Board of Directors.
 - c. Pool rules are posted in the pool area, and use will be confined to posted hours. Violations are considered trespassing and handled accordingly.
 - d. No minors under twelve (12) will be allowed in the pool or pool area without parental supervision.
 - e. No certified lifeguard will be on duty.
 - The Association specifically disclaims responsibility for pool supervision.
 - Parents are responsible for supervision of their children, and residents for their guests.
 - Association employees who may be present from time to time to enforce these rules are not responsible for water safety.
 - f. Violation of pool or pool area rules will result in suspension of privileges for not less than ten days and not more than thirty days, depending on the type of violation.
 - g. No glass containers are permitted in the pool area.
 - h. No smoking is permitted in the pool area.

- i. Due to pool area occupancy limitations, residents have priority over guests in the use of the facility.

Responsibility Matrix Appendix A - Highline Meadows (prior matrix will be null and void upon revision date of February, 2004)

Description	Condos/Apartments		Townhomes	
	Owner	HMCA	Owner	HMCA
Air Conditioners: service, repair, or replace	X		X	
Balconies ¹		X		NA
Building common areas (e.g. halls, stairwells, laundry rooms, lower fire doors, building entry doors, hot water system)		X		NA
Damage from ground or surface water	X		X	
Door bells	X		X	
Drain backups – not in main lines	X		X	
Drain backups – caused by main lines		X		X
Drywall cracks – unit interiors	X		X	
Electrical service boxes – building main panels		X		NA
Electrical service boxes – unit	X		X	
Electrical wiring within unit	X		X	
Flat concrete work: sidewalks, steps, patio slabs		X		X
Furnaces: service, repair, or replace	X		X	
Garage door and hardware – new	X		X	
Garage door and hardware – old		X		X
Garages: structure, roof, electrical ²		X		X
Hose bibs (faucets) – exterior		X		X
Light fixtures, bulbs, outlets in common areas and grounds		X		X
Light switches, fixtures, bulbs, outlets, within units	X		X	
Painting – exterior and common areas		X		X
Painting – unit interiors	X		X	
Patio fences, patio walls		X		X
Patio light bulbs: front porch, balcony	X		X	
Patio light fixtures: front porch, balcony	X		X	
Plumbing in common walls		X		X
Plumbing within units & unit walls ³	X		X	
Postal box locks ⁴	X		X	
Roofs and roof drainage		X		X
Screens: window, patio, door	X		X	
Storage unit locks	X		X	
Sump pumps: maintenance, repair, or replace		NA		X
Telephone wiring, cable TV wiring, satellite dishes	X		X	
Unit entry doors, locks, knobs, hinges, thresholds	X		X	
Windows and patio doors – damage from hail, wind, or other exterior causes	X		X	
Windows and patio doors – normal wear and interior causes	X		X	

¹ Owner/Resident is responsible for snow removal on balconies. Damages caused to other units for failure to remove snow will be the responsibility of the owner causing damage.

² Except electric openers.

³ Damage to other units from interior plumbing problems is the responsibility of the owner causing damage. Shut down of domestic water system for plumbing repairs will require a 48 hour notice to Maintenance and/or the Management Agent so that all building residents can be notified. Plumbing repairs will be restricted to the hours of 8:30 a.m. to 3:30 p.m., except for emergencies. Maintenance or the Management Agent are the ONLY authorized individuals allowed to do the shutdown.

⁴ Property of United States Postal Service.

Under no circumstance shall any owner or resident contract for any work to be done at HMCA expense without written permission from the Board of Directors.

HIGHLINE MEADOWS CONDOMINIUM ASSOCIATION
Rules Violation/Complaint Form

Please complete the form in its entirety, then sign and date it, and submit it to TMMC or any Board Member. The Board is unable to research a complaint without all the information requested – be as detailed as possible. ***All complaints are held in the strictest confidence.***

YOUR INFORMATION

Name _____

Address _____ Phone _____

VIOLATION INFORMATION

Violator's Name/Address (if known) _____

Violation Date _____ Violation Time _____ Violation Location _____

Type of Violation:

☐ Vehicle

Prohibited Vehicle

- ☐ Inoperable
- ☐ Expired Plates
- ☐ Flat tire(s)
- ☐ Maintenance Work on Lot

Parking

- ☐ No Parking Zone/Fire Lane
- ☐ Improper Parking
- ☐ Not Moved for 72 Hours
- ☐ Parked in Assigned Space
- ☐ Use of Visitor Space

Speed

- ☐ Speeding

Make _____ Model _____ Color _____ License _____

☐ Animal Control

- ☐ Running at Large
- ☐ Leashed/Tied to Common Area
- ☐ Failure to Remove Pet Waste
- ☐ Feeding of Wildlife

☐ Common Area

- | | | |
|--|---|--|
| <input type="checkbox"/> Signs/Posters/Advertisements | <input type="checkbox"/> Snow/Ice Removal | <input type="checkbox"/> Close Garage Door |
| <input type="checkbox"/> Laundry Room/Condo Door Open | <input type="checkbox"/> Soliciting/Loitering | <input type="checkbox"/> Skateboarding |
| <input type="checkbox"/> Noise/Nuisance | <input type="checkbox"/> Pool Use | <input type="checkbox"/> Garbage |
| <input type="checkbox"/> Prohibited Use of Common Area | | |

Explain: _____

☐ Architecture

- | | | |
|--|---|---|
| <input type="checkbox"/> Broken Window | <input type="checkbox"/> Storage | <input type="checkbox"/> Unauthorized Color/Style |
| <input type="checkbox"/> Unauthorized Modification | <input type="checkbox"/> No Screen Door | |

☐ Other

HIGHLINE MEADOWS CONDO ASSOCIATION

PROPERTY IMPROVEMENT REQUEST FORM

PROPERTY OWNER INFORMATION

Owner Name: _____ E-Mail: _____

Property Address: _____ Unit: _____

Home Telephone: _____ Work Telephone: _____

REQUEST FOR CHANGES TO PROPERTY

I am applying for written consent to make the following exterior alterations or changes to the premises. Check the block that applies and fill in all required information. Please be careful to attach all requested information to this application to ensure the Board's consideration.

☐ **PLANTINGS ON GENERAL COMMON GROUNDS**

Location _____

Types of plants or shrubs _____ Size _____

Special or unusual maintenance required _____

☐ **STRUCTURAL IMPROVEMENT**

Attach a sketch showing design, dimensions and elevation in enough detail that a prudent person can determine what and how it is to be changed. PLEASE NOTE, the approved colors for Highline Meadows are beige and almond.

☐ **PATIO/BALCONY CHANGE**

Please attach a sample of the paints to be used if other than McCormick paint (no approval is required when repainting with approved colors presently on the house).

☐ **OTHER MODIFICATIONS**

Describe the improvements you wish to make: Please attach additional sheets as needed.

Details: _____

AGREEMENT

If my application is approved, I fully understand that the approval is only for what I have indicated above and is based upon the facts that I have presented herein. I understand that the Association will not be responsible for maintenance of any addition or change to the original installation by the developer unless otherwise provided for.

I understand that all approved alterations or changes must be completed within three (3) months of the Board's approval unless a specific exception is received. I also understand that the project must be started within ninety (90) days of this approved request or the request becomes null and void.

All approvals are for conformity with existing architectural and aesthetic conditions within the community only. I, the applicant, have the sole responsibility for building permits, engineering, water flow and/or any other areas requiring professional or technical advice or approval. As the applicant of this Condominium Property Improvement Request Form, I understand that I assume responsibility for obtaining the necessary building permits, if any. An approved Property Improvement Request Form must be presented to Arapahoe County/City of Centennial officials in order to obtain a building permit.

Further, I shall be solely responsible for any damage to adjoining property owners and all other persons that may result from the approval herein requested. Additionally, any damage or cost to repair community property and common elements as a result of any Board approval is my, the homeowner's, responsibility.

I hereby grant permission for the Board members and the Management Agent staff to enter my property to make reasonable inspection of the modification whether proposed or completed.

I understand that as the homeowner, I may attend Board meetings and may bring my contractor(s) if desired.

Property Owner Signature _____ Date: _____

THE HIGHLINE MEADOWS CONDOMINIUM ASSOCIATION

COLLECTION POLICY

Adopted February, 2004

The following resolution has been adopted by The Highline Meadows Condominium Association (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

RECITALS

- A. The Association is charged with certain responsibilities regarding the care, maintenance and service of certain portions of the units and common elements.*
- B. The Association must have the financial means to discharge its responsibilities.*
- C. The Board of Directors has a responsibility to pursue collection of assessments and other charges from Owners pursuant to The Highline Meadows Condominium Association Declaration ("Declaration") and the Bylaws of the Association ("Bylaws").*
- D. Article X of the Declarations, paragraphs 10.4 and 10.5, establishes rules for responsible collection and the Board of Directors of the Association desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Association.*
- E. The Board of Directors believes that it is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters.*
- F. The present attorney for the Association is Michael Roads, P.C.*

NOW, THEREFORE, BE IT RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

- 1. Due Dates. The monthly installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the first (1st) day of each month. Assessments or other charges not paid in full to the Association within fifteen (15) days of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within fifteen (15) days of the due date shall incur late fees and interest as provided below. The association reserves the right to require any Homeowner to pay the annual assessment on an annual basis rather than monthly installments. If the owner(s) is required to pay annually, a "notice of acceleration" will be given to the owner(s). In the event notice of acceleration is given to delinquent owner(s), the owner(s) of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.*
- 2. Receipt Date. The Association shall post payments on the day that the payment is received in the Association's offices.*
- 3. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a \$25.00 late charge for each Owner who fails to timely pay his/her monthly installment of the annual assessment within fifteen (15) days of the due date. This late charge shall be a "common expense assessment or a charge" for each delinquent Owner.*
- 4. Personal Obligation For Late Charges. The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.*
- 5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, an amount that the Homeowners Association is charged for Non-Sufficient Funds or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense assessment" for each Owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand.*

Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association

for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment is not timely made within fifteen (15) days of the original due date.

6. Demand Letter Fees, Tracking Fees and Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable fees, attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. All reasonable fees and attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
7. Application Of Payments. All sums collected on a delinquent account shall be credited to the oldest debt first. This pattern will continue until all assessments, fees, and charges are fully paid. In addition, all payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.
8. Collection Process.
 - (a) After an installment of an annual assessment or other charges due to the Association becomes more than twenty (20) days delinquent, the manager is directed to send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment.
 - (b) After an installment of an annual assessment or other charges due to the Association becomes more than fifty (50) days delinquent, the Manager is directed to send a demand for payment and a demand letter fee will be assessed to the owner's account. Failure to respond within ten (10) days will result in the account being turned over to the Association's attorneys for appropriate collection actions, which may include demand letter(s) and/or a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable tracking fees and attorney's fees together with the cost of the action and any applicable interest.
 - (c) In addition to the steps outlined above, the Association may also elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.
9. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.

10. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

<i>Due date (date payment due)</i>	<i>First (1st) day of the month due</i>
<i>Past due date (date payment is late if not received on or before that date)</i>	<i>Fifteen (15) days after due date</i>
<i>First Notice (notice that late charges and interest have accrued)</i>	<i>Twenty (20) days after due date</i>
<i>Association Demand Letter</i>	<i>Fifty (50) days after due date</i>
<i>Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.</i>	<i>Sixty-Five (65) days after due date</i>

11. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property. However, if the account has been turned over to the Association's attorney, such request shall be handled through the attorney.
12. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, the Manager shall advise the Association's attorney of the same and turn the account over to the Association's attorney.
13. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.
14. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney is authorized to take whatever action is necessary, in consultation with the Board of Directors, believed to be in the best interests of the Association, including, but not limited to:
- (a) Filing of a suit against the delinquent Owner for a money judgment;
 - (b) Instituting a judicial foreclosure action of the Association's lien;
 - (c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests;
 - (d) File a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

Upon referral of any matter to the Association's attorney, the Manager, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

15. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to: obtain payment of current assessments, reduce past due assessments; and prevent the waste and deterioration of the property.
16. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner in county court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.
17. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

18. Notification to and Communication with Owners. The Association shall provide all Owners with a copy of this Resolution which will be mailed to their registered address. Additional copies may be requested through the management company. The effective date shall be the date the resolution is passed by the Board of Directors. **All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.**
19. Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify the Owners of the adoption of these policies and procedures. Once an Owner's account is turned over to the Association's attorney, all communication regarding the account must be made through the attorney. However, the Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.
20. Defenses. Failure of the Association to comply with any provision in this Collection Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.
21. Amendment. This Collection Policy may be amended from time to time by the Board of Directors.