

HHTOA Rules and Regulations 2009

Section 1.00 Homeowners/Resident's Rights and Responsibilities

The HHTOA Board of Managers has adopted the following Rules and Regulations. Each member and resident must comply with the rules and regulations as set forth herein.

- 1.01 Complete and full compliance with the Rules and Regulations of Hiland Hills Townhouse Owners Association. Members and residents are responsible for adherence to the Rules and Regulations by their children and guests.
- 1.02 Members and residents shall report any repair needs that are noticed as well as any hazardous conditions by filling out work orders. Blank work orders are available in the Mail Room by the On-Site office.
- 1.03 Vandalism, break-ins and deliberate damage to property are to be reported to the Denver Police Department (911 for emergencies, 311 for non-emergency problems) and to the HHTOA Board.
- 1.04 Members and residents shall maintain, repair and etc., the interior of the member's unit.
- 1.05 Members shall maintain the property surrounding their units in a manner that reflects the style of the community.
- 1.06 Members shall pay monthly fees and/or assessment as set forth by the Board in a timely manner.

Each member and every resident has the right to:

- 1.07 Display political signage no earlier than 45 days before the election no later than 7 days after the election.
- 1.08 Display the American Flag on your property or in your windows. The display must comply with the Federal Flag Code 4, U.S.C, 4-10.
- 1.09 Display the service flag with a star denoting the service of the unit owner or a member of unit's owner's immediate family in the active or reserved military service during a time of war or armed conflict.

Members' rights shall include:

- 1.10 Receiving annual disclosures of the association's name, the name of any designated agent or management company, the physical address and telephone number for said agent or management company, the name of the common interest community, the initial date of the recording of the declaration, the declaration's reception number, or book and page where the declaration is located, the date the association fiscal year begins, the associations operating budget for the current fiscal year, the association's current regular and special assessments organized by unit type, the association's annual financial statements, the results of any financial audit or review for the fiscal year preceding the current annual disclosures, a list of all association insurance policies, the insurance company names, policy limits, policy deductibles, all named insures and expiration dates of all policies, any changes to the association's bylaws, articles, rules and regulations, policies and procedures, Board meeting and member meeting minutes for the fiscal year immediately proceeding the current annual disclosure, Board policies regarding collection of unpaid assessment, conflict of interest involving board members, conduct of meetings, enforcement of rules including notice and hearing procedures and a schedule of fines, inspection and copying of Association records by members, investment of reserve funds and finally, procedures for the adoption and amendment of policies, procedures and rules. Disclosure will be provided by electronic format via website, email and disk. A traditional hardcopy set will be maintained and available for review.
- 1.11 Members shall have the right to request a hearing on any and all of the Rules and Regulations listed herein using the procedure adopted by its Board of Managers.

Section 2.00 Pets

- 2.01 The Condominium Declaration provides for pet rules. No animal, livestock or poultry of any kind shall be raised, bred or kept on the property. Dogs, cats and other household pets may be kept, subject to these Rules and Regulations.
- 2.02 Each unit shall be permitted a maximum of 2 (two) pets. All pets must conform to the Denver City and County regulations and ordinances, as well as these Rules and Regulations.
- 2.03 All pets must conform to the Denver City and County regulations and ordinances, as well as to these stated Rules and Regulations.
- 2.04 Keeping wild or dangerous animals is prohibited.
- 2.05 Permitting animals to run at large is prohibited.

- 2.06 Inoculation/Vaccination is required for all dogs and cats.
- 2.07 Identification tags are required for all dogs and cats.
- 2.08 Nuisance barking is prohibited.
- 2.09 Excrement is to be immediately picked up and disposed of by the owner or the person responsible for the pet.
- 2.10 Permitting a pet to cause damage to the property is prohibited.
- 2.11 Pets may not be tethered on or to common elements such as light poles, trees, fences or gates, except for those provided on either side of the mailroom.
- 2.12 Pets must be walked on a leash in the hands of its owner and attended to by its owner at all times while on common property.
- 2.13 Members/residents are required to clean up their pet's waste and are required to collect their pet's waste and dispose of it in a sanitary manner. **Pet owners who do not comply with this rule will be fined.** Pet owners are encouraged to carry a scoop and/or plastic bag to dispose of their pet's waste. Pet owners who allow their pets to urinate on grassy areas may be required to replace the sod where it has been damaged.
- 2.14 Pets must not be left unattended on patios or on common grounds during the hours of 12:00 p.m. and 5:00 a.m.
- 2.15 Patios must be kept clean of pet waste and odors. Patios may not be used as pet litter boxes.
- 2.16 Pets are not allowed in the clubhouse, mailroom or the swimming pool areas unless they are licensed service animals.

Section 3.00 Leasing or Rental Agreements

- 3.01 Owners or tenants may utilize units only for residential purposes. (See Association Declarations).
- 3.02 No owner may lease less than the entire Condominium unit.
- 3.03 All leases shall be in writing.

- 3.04 Members who lease their property are responsible for providing information to the Management Company and/or the Board of Managers regarding the new resident. A copy of the lease agreement must be supplied to the Management Company and/or Board of Managers within thirty (30) days of signing. Leases shall be for a period of not less than six (6) months. The owner is required to provide a copy of the Hiland Hills Rules and Regulations to the holder of the lease.
- 3.05 The owners must provide the irrevocable right of access for each unit to the Board of Managers or its designee as may be necessary for the maintenance, repair and/or replacement of common elements or in an emergency situation.
- 3.06 Subleasing is not permitted.

Section 4.00 Architecture

Owners may apply for variances on any of the Architecture rules and guidelines by making a request, in writing, to the Board of Directors at the regular monthly board meetings. Variances must include complete descriptions of the requested change. Drawings, sketches, and/or product information may be included in the request. Owners are encouraged to be as detailed as possible. The Board of Directors will respond in writing. This decision is binding. Upon sale of the unit, the owner is required to convey the decision of the Board to the new owner. Per Condominium Articles, Declarations and Bylaws, Members may not enter into individual contracts with vendors that affect any common element.

- 4.01 Identifying lettering and numbering shall be on the fence at the entrance to the patio area of each unit. All identifying lettering and numbering shall be standardized.
- 4.02 Gates shall conform within the approved specifications (see Exhibit A of these Rules and Regulations) and the proper installation of gates and their upkeep shall be the responsibility of the unit owner. The gates shall be constructed of wood, with the pickets vertically mounted and painted in the same shade of paint approved by the Board of Managers. The Association shall provide the paint. Offensive or inappropriate decorations will not be allowed.
- 4.03 No exterior additions/alterations/decorations of any structure (buildings, skylights, fences, hedges) shall be erected or assembled without the prior written approval of the Board of Managers (see Condominium Declarations). Plans submitted to the Board of Managers must include the detail on the nature, kind, shape, height, materials and cost of the proposed change or structure. The Board of Managers shall review all submitted plans to ensure the conformity and harmony of the intended external design and location in conjunction with the existing structures at Hiland Hills.

- 4.04 Only firewood, grills, patio furniture, plants and bicycles are allowed on patios (see Condominium Declarations). Each unit shall utilize their patio storage closet for the storage of miscellaneous items. Patios must be kept in an orderly fashion so neighbors may view it as a pleasing sight, both in walking by and from upstairs bedrooms. Rugs, towels, etc. may not be hung on fences or gates. No items may be stored on air conditioning units or within the air conditioner/utility room fenced area.
- 4.05 Residents may apply to the Association Board of Managers to request use of a clothesline on their patio. Clotheslines may not remain hanging on the patios for longer than a 48-hour period.
- 4.06 Any covering or material used to cover items outlined in Section 4.04 of these Rules and Regulations must be a solid colored tarp. Trash bags and polyurethane covers may not be used.
- 4.07 Sunshades, awnings, latticework, additional fencing or etc. are prohibited unless approved in writing by the Board of Managers on an individual basis.
- 4.08 All rubbish, trash or garbage shall be regularly removed for the units and shall not be allowed to accumulate on patios or in the air conditioning unit areas between units.
- 4.09 All window frames, window screens, storm doors, storm window frames, screen doors and patio doors must be black, brown or beige and must be kept in good repair.
- 4.10 Front doors to units shall be kept within the Association's approved specifications and painted in accordance with the colors set forth by the Board of Managers. Owners may contact the Management Company of the Board of Managers for approved colors. The Association shall provide the paint for the front doors.
- 4.11 The roof area adjacent to the master bedroom shall be used only as access for window cleaning.
- 4.12 Windows must be covered with appropriate window coverings: blinds, shades, drapes, etc. Window coverings should be aesthetically suited to the architectural integrity of the Community as determined by the Board of Managers. Earth tones (some greens, browns, and blues) white, or subdued or neutral colors are generally considered acceptable. Blankets, towels, sheets, posters or other inappropriate coverings are not allowed and will be subject to fines. It is the owner's responsibility to keep windows and coverings in good repair. Residents may apply to the Association Board of Managers if they would like to request a variance for the unit.

- 4.13 The unit owner must replace broken and/or cracked windows and screens.
- 4.14 Any member wishing to plant an in-ground flowerbed or place a planter outside their patio fence must submit plans to the Association's Board of Managers for approval (see Condominium Declarations). Said flower beds must be maintained by the unit owner or resident requesting the approval. If not maintained, said flower beds will be removed and the unit owner shall be responsible to re-sod the area at their (unit-owner's) expense.
- 4.15 Only one (1) For Sale sign or For Rent sign may be posted in a bedroom window. (See Condominium Declarations and By-Laws). All other signage is prohibited except where listed in these Rules and Regulations or in the Association's policies.
- 4.16 Unit owners wishing to install a Satellite Dish or other Reception Devices must submit written plans to the Board of Managers prior to installation of said unit. Plans may be submitted to the Board of Managers and must show the proposed location of the dish, the material to be used to mount the unit and the size of the unit. **Satellite Dishes and other Reception Devices may not be mounted to any common element or to any building exterior.** Installation of these devices must be provided by a licensed installer at the unit owner's expense.
- 4.17 Any damage caused from the installation or use of the satellite dish or other reception device to any exterior building shall be the responsibility of the unit owner and shall be repaired or replaced within a reasonable amount of time as determined at the Board of Managers.
- 4.18 The Unit Owner is responsible for replacing the unit's furnace room door if it has been warped or damaged by problems associated with broken water pipes in the furnace room.

Section 5.00 Parking and Vehicles

- 5.01 A covered parking space is reserved for each unit under the carport for your building. Residents are required to use this covered spot as their primary parking spot. All parking must be within the confines of the marked spaces, one vehicle per space. Overflow parking areas and reserved parking are 'general common elements'. All spaces are for the use of Hiland Hills residents and their guests only.
- 5.02 Under no circumstances will parking be allowed outside the marked spaces in the community. No parking in front of fire hydrants, in fire lanes or on any landscaped area is allowed. Vehicles in violation of this Rule will be immediately towed at the owners' expense, without warning or notice.

- 5.03 No vehicle in excess of 6,000 lbs. curb weight shall be allowed to park in the common or limited common elements except for the purpose of loading and unloading.
- 5.04 No commercial type vehicles or vehicles not in regular use, such as campers, trailers, boats, recreation vehicles, or unused/unlicensed/licensed expired vehicles shall be stored or parked on the common elements of the community either temporarily or permanently.
- 5.05 The Association shall have the right to remove vehicles detailed in Sections 5.04 and 5.06 herein without liability to the Association and shall be charged to the vehicle's owner. A written notice requesting removal may be personally served upon the vehicle if such vehicle is not removed from the community within 72 hours. The Association has the right to remove such vehicle by tow without liability or expense thereof.
- 5.06 Residents have the right to tow any vehicle parked in their RESERVED space. This includes vehicles parked over the marked lines of a reserved space. Charges for the tow shall be borne by the owner of the vehicle in violation.
- 5.07 Motorcycles are required to be parked with a block of wood or material of adequate size to place underneath the kickstand so as to prevent holes in the asphalt.
- 5.08 Any unused, unlicensed or inoperable vehicle must be attended to in a timely manner. A notice will be placed on the vehicle and must be responded to within 48 hours. If there is no response or if the vehicle has not been removed within 72 hours, the vehicle will be considered abandoned and will be towed at the owners' expense regardless of where it is parked.
- 5.09 In compliance with the requirements for providing handicapped parking, three spaces from the public parking areas will be designated as "Handicapped Parking Only." Vehicles displaying the appropriate license plate, decals or hanging tag may be parked for no more than 72 hours at one time. Signage is posted at the three spaces. One of the three spaces has been assigned specifically for use by vans or larger vehicles for wheel chair access only. Vehicles parked in handicapped designated spaces must display the appropriate license plate or decal and comply with the posted time limits. Owners of any vehicle(s) towed at the owner's expense. Owners will also be responsible for any expense of storing and retrieval of such towed vehicle.
- 5.10 Vehicle repair is prohibited with the exception of minor maintenance on vehicles owned by the Resident. Vehicles may not be on blocks or jacks except to immediately change a tire. Vehicles requiring minor maintenance may not be left unattended at any time.

- 5.11 Discharging or changing vehicle fluids (antifreeze, motor oil, brake fluid, etc.) is prohibited. Vehicles identified as leaking fluids must be repaired within 72 hours of receipt of the warning notice. The owner of the vehicle must give notice of the repair as determined by the Board of Managers. The Association reserves the right to have the vehicle towed at the owner's expense if the repair is not made or if the notice of repair has not been made.
- 5.12 The speed limit within the Hiland Hills community is 10 mph. All posted signs must be obeyed.
- 5.13 Loud noise emitted from vehicles, such as back firing, engine noise due to deteriorating exhaust pipes, loud stereos, horns, etc. is strictly prohibited.
- 5.14 Residents may not exceed a ten-minute warm up period for their vehicles per Denver City Ordinance.
- 5.15 No motor vehicle may be driven or parked on sidewalks, with the exception of Association maintenance vehicles.

Section 6.00 Swimming Pool and Clubhouse Areas

- 6.01 Use of the clubhouse, including the pool area, is at the user's own risk. There is no lifeguard on duty and these areas are unsupervised. Posted rules shall be strictly obeyed. Life saving equipment is for emergency use only.
- 6.02 All Members will be allowed access to the pool area through the use of a key that will open the door to the pool area during posted hours. One key will be issued to each Member's household. The cost of a replacement key is \$25.00. Owners may contact the Property Management Company or the Board of Managers to obtain a key.
- 6.03 Pool hours of operation – 8:00 a.m. to 10:00 p.m. These hours shall be posted in the pool area.
- 6.04 No children aged 14 years and under, shall use the clubhouse/pool without adult supervision. An adult must be physically present in the pool area while children under their care are in the pool. The Member of the Board of Managers, the Property Manager, and/or the Association's maintenance personnel have the right to require underage children to leave the clubhouse/pool until accompanied by an adult.
- 6.05 Infants of diaper age (non-toilet trained) are required to wear a plastic pants over their diaper.

- 6.06 Swimming attire for the pool shall consist of swim suits only. Cut offs, jeans, or denims are not allowed.
- 6.07 Mail room hours of operation – 24 hours per day.
- 6.08 The clubhouse/pool furniture is to remain in the clubhouse and may not be removed.
- 6.09 Glass, cans and food are prohibited in the pool and pool area at all times. Plastic containers containing non-alcoholic beverages may be brought into the pool area.
- 6.10 No cooking is allowed in the clubhouse building except where designated in the clubroom and the private apartments.
- 6.11 No smoking, liquor or drugs of any kind are permitted in the clubhouse. The Clubhouse is defined to include the mailroom, pool, rest rooms, club room and patio.
- 6.12 All users of the clubhouse/pool area are required to clean up and remove any items they have brought with them after they have used these areas.
- 6.13 Charges for damage to any equipment or property or for general cleaning not addressed by the Member will be assessed against the Member.
- 6.14 Running, wrestling, pushing or causing a disturbance in or around the clubhouse and pool is not permitted.
- 6.15 Animals are not permitted in the clubhouse or pool area for any reason, unless they are licensed service animals. Animals that are being held for the Animal Warden may be leashed to either of the two leash posts outside of the main doors of the clubhouse.
- 6.16 A Resident, who is responsible for the safety of their guests, must accompany them while using the clubhouse/pool area. The number of guests using the pool shall be limited to four when the pool is in use by other residents.
- 6.17 The swimming pool may not be reserved for the exclusive use of private parties.
- 6.18 Smoking is prohibited in the entire clubhouse and in the pool/patio area.
- 6.19 People with colds, flu, respiratory infections, open cuts, scrapes or wounds are prohibited from using the pool.
- 6.20 Lap hours shall be Monday, Wednesday, and Friday from 8:00 p.m. to 10:00 p.m.

- 6.21 Members are responsible for providing their renter with a key to the pool area. The member is responsible for any damage incurred by the renter.
- 6.22 Propping open any of the pool entry/security doors is strictly prohibited.

Section 7.00 Enforcement

- 7.01 Members and Residents of Hiland Hills Townhouse Owners Association shall be aware that the Condominium Declarations, By-Laws, Articles of Incorporation, Rules and Regulations and Policies shall be enforced.
- 7.02 Violation or non-compliance of a Rule or Regulation shall result in Violation Notices and Fines.
- 7.03 Violation Notices shall be sent or delivered to the Member in violation by the Management Company and/or the Board of Managers and shall describe the alleged violation. The Violation Notice shall include a copy of the Rule and information on where to obtain a current copy of the HHTOA Rules and Regulations. Members are required to respond to the Violation Notice within ten days.
- 7.04 Violation Fines. A Violation Fine shall be assessed against the Member as a special assessment. If the violator is other than a Member, the fine will be assessed against the Member whose resident or guest is in violation. Failure to pay the Violation Fine shall result in a lien against the unit. The Board of Managers reserves the right to utilize any other action that it may deem necessary.
- 7.05 Fine Assessment. In the event that the Violation Notice issued does not receive a response or does not result in the correction of the violation or if a plan to correct the violation is not received within ten days of the date of the Violation Notice, fines will be imposed by the Board of Managers as follows:
 - a) A \$50 shall be assessed to a member who violates a rule within a 12-month period.
 - b) A \$100 shall be assessed to a member who violates two rules within a 12-month period.
 - c) A \$200 shall be assessed to a member who violates three rules within a 12-month period.
 - d) Conduct emanating from any unit which results in the finding of four rule violations in a 12 month period may be deemed conduct constituting a nuisance as defined in Article 13 of the Condominium Declaration. In the event of a response or corrective action, the Board of Managers shall have the discretion to impose or waive such fines.

Section 8.00 Private Party Information and Regulations

- 8.01 Members in good standing with no delinquent Association dues or previous violations may reserve the clubhouse party room for their use. The Owner or Resident who has reserved use of the room must be present. If a guest or tenant of a Member wished to reserve the clubroom, their request must include a letter of permission from said Member.
- 8.02 Member Owners who reserve the clubroom for private parties are responsible for its care. The Member assumes liability for any cost incurred for repair and /or replacement made necessary by the use of the clubroom. Any unpaid cost of repair or replacement shall be assessed against the unit and the Member as in the case of other common expense assessments.
- 8.03 It is the Members responsibility to insure the clubhouse is restored to its original order and cleanliness at the end of the reserved time period. Failure to comply with this provision will result in the Member being charged for any cleaning, damages or loss.
- 8.04 A non-refundable use fee of \$35.00 plus a \$250.00 damage deposit is required. This must be paid to the Association prior to use of the clubroom. The Member is responsible for any damage to the clubhouse or its contents. The damage deposit will be returned within three business days if the clubhouse is properly cleaned and no damage to the clubhouse or its contents has occurred and if all Rules and Regulations have been followed.
- 8.05 Private parties may last until midnight only. The clubhouse must be vacated and locked by midnight sharp. The clubhouse must be cleaned and returned to its original order by 10:00 a.m. the next day. If the clubhouse has been reserved for that morning, clean up must be completed in advance so that the clubhouse is ready for the next user.
- 8.06 Neither noise nor music should be heard outside of the clubhouse.
- 8.07 Private parties are confined to the party room. Guests may not disturb Residents. Teenagers and young children must be strictly supervised. Pets and other animals, other than licensed service animals, are not permitted in the clubhouse.
- 8.08 Party guests must park in guest spaces. The Association reserves the right to tow vehicles parked in reserved spaces without prior notice at the vehicle owner's expense.
- 8.09 The swimming pool may not be reserved for private parties.
- 8.10 The Association is not responsible for any personal items left in the clubhouse.

- 8.11 Member Owners are required to sign a liability statement when making a reservation for the use of the clubhouse for any private party.

Section 9.00 Strictly Common Elements

Outside entrances and walkways:

- 9.01 No bikes, toys, trashcans or other personal belongings are permitted to remain on any common element.
- 9.02 Nothing shall be done by a resident or guest within the common areas which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirements of Hiland Hills Townhouse Owners Association. No noxious or offensive activities shall be allowed by any resident or guest upon the common areas or in any unit.
- 9.03 No resident, member or their guest shall make any disturbing noise in a unit or in any common areas that interfere with the rights, comfort or convenience of other residents or guests. Each resident or member shall keep the volume of any radio, television or musical instrument sufficiently reduced at all times so as not to disturb other residents or guests falling within the rules of the City and County of Denver. Noise complaints should be called in to the Denver Police Department (311) and the Management Company should be notified of the problem in writing (see Rules 8.05 herein).
- 9.04 If a resident or guest is in the common area and causes damage to another member's unit, the party causing the damage will be held responsible for any liability.

Section 10.00 Common Expense Assessments

- 10.01 The monthly maintenance fee (common expense assessment monthly installment) is due on or before the first day of each month. A late charge of \$25.00 will be assessed for the unpaid balance paid after the 15th of the month. Checks are made payable to Hiland Hills Townhouse Owners Association and forwarded to the association as determined by the Board of Managers.
- 10.02 The Association will accept cash or certified checks only to cover any check returned by the bank due to insufficient funds. A member who forwards insufficient funds twice in one year shall be required to pay member fees via

certified check only. A \$25.00 fee will be assessed for all insufficient funds checks.

Section 11.00 Mail/UPS

- 11.01 The building and unit number must be on all mail.
- 11.02 Residents are responsible for the delivery of registered mail, C.O.D. packages, business parcels and for overly large or heavy items.
- 11.03 Each member is responsible for obtaining mailbox keys. The mailboxes are federal property and a bonded locksmith must perform any work and replacement.

Important Phone Numbers

Maintenance – General	720-941-6344
Maintenance – Emergency	303-847-5427
Police Non-Emergency	311
Police Emergency	911
Animal Control	311