

## **HIGH POINT MASTER ASSOCIATION**

### **RULES AND REGULATIONS FOR RESIDENTIAL AREAS, PARKS AND OPEN SPACE**

The goal of the High Point Master Association (the Association) is to enhance the long term value of the residential neighborhoods at High Point. The Master Declaration of High Point, in Section 7.20, allows the Board of Directors to adopt, amend and repeal Rules and Regulations. To enable the Association to succeed in its mission, all residents of High Point must follow these Rules and Regulations (the Rules). The Board may and shall create new guidelines, rules or regulations, or change an existing guideline, rule or regulation to meet the needs of the High Point community. Members of the community are urged to consult the Master Declaration of High Point and the High Point Design Guidelines regarding additional items, actions and activities that are encouraged and discouraged at High Point.

The purpose of these Rules and Regulations is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Board have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the rules and regulations based upon aesthetic or other considerations consistent with the Master Declaration and Design Guidelines for High Point. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following shall apply to all properties annexed into the High Point Master Association.

1. **GENERAL.** The property subject to these Rules shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or sales offices for the Declarant, homebuilders and any real estate broker retained by the Declarant to assist in the sale of property subject to these Rules; and offices for any property manager retained by the Declarant, the Association or any builder or owner of multifamily properties in High Point) consistent with these Rules. Normal construction activities and parking in connection with Declarant's (or homebuilder's) building of improvements or other development activities shall not be considered a nuisance or otherwise prohibited by the Master Declaration or these Rules.
2. **USE OF UNITS.** A residential Unit/House may be used only as a single family dwelling. No Unit/House may be used in any manner that is inconsistent with the approved zoning thereof or the approvals granted pursuant to the High Point Master Declaration or the Design Review Committee (the DRC). No portion or portions of a Unit/House may be used for lodging or room rentals.

No gainful occupation, profession, trade or other nonresidential use, other than the keeping of a home office that is not open to the general public and is not used for meetings with clients or customers, shall be conducted on or in a Unit without the prior written consent of the Board.

3. **ARCHITECTURAL CHANGES TO THE LOT OR DWELLING (UNIT).** Per the Master Declaration and adopted Design Guidelines, all changes to the landscape or dwelling on a lot must be approved, in writing, by the Design Review Committee or Board. A Design Review Committee Approval Request Form (copy attached for your use) must be submitted EACH TIME approval is requested. All requests must be mailed (not faxed) to the then current management company offices. At least thirty (30) days from the date of receipt should be allowed for approval.

Except as expressly provided to the contrary in the High Point Master Declaration and High Point Design Guidelines, no improvement shall be made or done without the prior written consent of the DRC, and no changes or deviations in or from the plans and specifications consented to by the DRC shall be made without the prior written consent of the DRC. The approval rights of the DRC extend to aesthetic considerations as well as issues of design consistency and quality.

4. **RESTRICTED ACTIVITIES.** Unless expressly authorized by, and then subject to such conditions as may be imposed by the Board, the following activities are prohibited within High Point:
  - a. Parking commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats or other watercraft, trailers, stored vehicles, or inoperable vehicles for a period exceeding 72 hours in places other than enclosed garages or other locations screened from view of adjacent property in a manner approved by the Board; provided construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery. There shall be no "For Sale" signs or other advertising signs on or about any parked vehicle;
  - b. Any activity that emits foul or obnoxious odors to the outdoors or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Units;
  - c. Any activity that violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
  - d. Pursuing hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the lot;

- e. Any noxious or offensive activity which in the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Areas or to the occupants of other Units;
- f. Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a Unit of a lot;
- g. The outside storage of household goods or furniture, lawn maintenance equipment, recreation equipment, vehicles of any type or construction materials is prohibited unless such storage is for a period of less than seven (7) days;
- h. Using or discharging any radio, loudspeaker, horn, whistle, bell or other sound producing device so as to disturb or tend to disturb occupants of other Units, except alarm devices used exclusively for security purposes;
- i. Using or discharging any firecrackers or other fireworks;
- j. Accumulating rubbish, trash or garbage except between regular garbage pickups, and then only in approved containers;
- k. Discharge of firearms, provided the Board shall have no obligation to take action to prevent or stop such discharge;
- l. On-site storage of fuel, except that a reasonable amount of fuel may be stored on each lot for emergency purposes, for outside cooking (BBQ's) and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.
- m. Any activities that materially disturb or destroy the vegetation, wildlife, wetlands or air quality within the community or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- n. No outside auto repair work requiring more than 30 minutes to complete may be conducted within view of other Units, parks, open spaces or public rights-of-way. No fluids may be drained or dumped in such a manner that they would leave the boundary of the Owner's lot.
- o. Garage sales are limited to a maximum of two per calendar year and may not exceed 3 days for each sale. Items sold must be the property of the Owner.
- p. Holiday lighting and decorations are permitted between Thanksgiving and the week after the New Year. Seasonal decorations for other holidays may be displayed from two weeks prior to seven days after such holiday. Any display that creates excessive noise, traffic, light, glare, odor or any other public nuisance is prohibited.

- q. No clothing or household fabrics or other articles may be hung, dried or aired on or around any Unit or Common Element in a place or manner that is visible from any other Unit, Common Element or public right-of-way or open space.
- r. Converting any carport or garage into finished space for use as an apartment or other integral part of the living area in any Unit without prior approval of the Board or the Design Review Committee.
- s. Any modification of anything, permanently or temporarily on the outside portion of any Unit, whether such portion is improved or unimproved, except in strict compliance with the High Point Design Guidelines. This includes, without limitation, signs; basketball hoops; swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools (excepting portable child's swimming pools not greater than size (6) feet in diameter situated on a deck, patio or enclosed area of a Unit); docks, piers and similar structures; hedges, walls or fences of any kind; and satellite dishes and antennas. Please note the exceptions pertaining to satellite dishes and antennas and the specific restrictions on certain types of play equipment contained herein the Rules & Regulations.

5. **PROHIBITED CONDITIONS.** The following shall be prohibited in High Point:

- a. Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the community, including the barking of dogs. No animal of any kind shall be raised, bred or kept in or about any Unit except that domestic dogs, cats and other household pets permitted by the Master Association may be kept in a Unit, so long as they are kept in accordance with these Rules and Regulations and all other governing documents of the community and do not exceed a reasonable number (as determined by the Board).

No Owner shall allow any animal owned or controlled by such Owner to roam within the community unattended. Owners shall be responsible for all damage caused by such pet. Owners are responsible for removing any excrement left anywhere within the community by any animal owned or controlled by such Owner, including the Owner's lot.

- b. Structures, equipment or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair. If any improvement is damaged or destroyed, then, subject to the approvals required from the DRC, such improvements shall be immediately repaired or rebuilt or demolished

6. **PARKING.** The primary parking space for Owners and their family within the community shall be in their enclosed parking garage. The secondary parking area is the Owner's driveway followed by the spaces on the public street in front of the Owner's Unit. To the extent possible, on street parking should be reserved for guest and supplemental parking only. Alley parking is prohibited. The use of a garage for storage shall not justify parking outside of the garage.
7. **ALL TRASH AND RECYCLING RECEPTACLES/BINS** shall be taken out no sooner than 24 hours prior to appointed pick-up schedule and returned to garages for storage no later than 24 hours after removal to ensure that unsightly, but necessary items such as trash and recycling receptacles are in public view as minimal amount of time as possible for the overall aesthetics of the community. If the Master Association establishes, retains or otherwise provides trash removal services within the community, all Owners shall be obligated to use such trash removal service.
8. **BASKETBALL HOOPS** are not allowed in alleys or on public streets.
9. **PET DOORS** are not allowed to open onto areas where there is no enclosed fence area that maintains the animal.
10. **APPROPRIATE WINDOW COVERINGS**, including but not limited to curtains, drapes, blinds, shades or temporary coverings shall be installed within 90 days of the purchase of your Unit. Unacceptable window coverings include but not limited to bed sheets, tarps, burlap, aluminum foil or any other material not specifically designed to act as a window covering.
11. **COMMON AREAS.** The following rules and regulations pertain to the use of, and conduct of persons in, the parks and open spaces of High Point:
  - a. Owners, occupants and other permitted users shall use the common areas with care and solely at their own risk. Owners, occupants and other permitted users expressly assume the risk of using the common areas.
  - b. All sidewalks, driveways, entrances and passageways shall not be obstructed or used for any purpose other than ingress and egress.
  - c. No article of personal property shall be placed on or in any of the Common Elements except for those articles of personal property that are the common property of all of the Owners.
  - d. No signs may be placed or permitted within the Common Elements unless with the prior written permission of the DRC or the Board.

- e. No Owner shall perform any kind of work upon the Common Elements. Such work is the responsibility of the Master Association.
  - f. Owners and permitted users of common areas will use care not to damage common areas nor to leave trash, litter or debris on said areas. Owners are responsible to pick up their trash and either remove it from the common area or place it into proper receptacles. Any damage to the common Elements caused by an Owner (including Owner's children and guests) shall be repaired at the sole cost and expense of that Owner.
  - g. Separate rules for the use of community swimming pools may be posted in the pool area, and such rules shall have the same force and effect as these Rules and Regulations.
12. **NON-PAYMENT OF ASSESSMENTS.** All assessments and any special assessments or other lawful charges of the Association are due and payable monthly on the first (1<sup>st</sup>) day of each month for which they were assessed. Any payment of the foregoing which is received after the thirtieth (30<sup>th</sup>) day of each month shall be considered late. All payments received will be applied in such manner as determined by the Board.
13. **PENALTIES AND FINES.** In performing daily duties, the property manager is unrestricted in applying a wide range of options to solve problems. However, when an Owner's violation of the rules is blatant, serious or persistent, the property manager is empowered to implement, in the sequence as set forth below in the attached Schedule, certain penalties and fines. Prior to implementing any penalty or fine, the property manager will provide to the offending Owner a notice containing:
- a. Details of circumstances warranting issuance of the notice;
  - b. Explanation that the notification is a formal recognition of the FIRST OFFENSE (SECOND or THIRD, as the case may be) in which the Owner violated a specific Rule or Regulation;
  - c. Advice of intent to impose a fine or penalty after 10 days, which will be appropriate to the degree of offense;
  - d. An explanation that the violator has a right to be heard before the Board of Directors (or DRC, as appropriate), depending on a written request which explains on what grounds the appeal will be made; and
  - e. An advisement that a copy of this notification plus all other directly-related documentation will be retained for 12 months after the effective date of the offense.

## TABLE OF PENALTIES AND FINES

**FIRST OFFENSE.** Ten days following notification of intent to impose a penalty, the violator will be issued a formal Notice of Noncompliance, which specifies commission of a FIRST OFFENSE, to the effect that the next violation will result in a fine of \$50.00 plus any and all costs incurred by the Association as a result of the violation. The Notice of Noncompliance will be filed in the Owner's property file for 12 months and the facts of the case given to the Board.

**SECOND OFFENSE.** Ten days following notification of intent to impose a penalty, a fine of \$50.00 plus any and all costs incurred by the Association as a result of the violation will be imposed on the violator by a formal Notice of Noncompliance, which specifies commission of a SECOND OFFENSE. The Notice of Noncompliance plus all related documents will be filed in the Owner's property file for 12 months and the facts of the case given to the Board.

**THIRD OFFENSE.** Ten days following notification of intent, the violator will be directed by a Notice of Violation, specifying commission of a THIRD OFFENSE, to appear before the Board of Directors which will determine (1) a monetary fine, not less than \$100.00 and not to exceed \$500.00 plus any and all costs incurred by the Association as a result of the violation, appropriate to the circumstances and (2) further penalties. A copy of a formal description of the proceedings will be placed in the Owner's property file for 12 months, and all facts of the incident will be cited in the Minutes of the Board of Director's meeting.

**RIGHT OF APPEAL.** In all cases the violator has the right of appeal, and must be afforded a right to be heard before the Board of Directors, before a fine is levied or penalty is effective. No later than 10 days following receipt of a notification that a fine or penalty may be imposed, the alleged violator may indicate that an appeal will be made and must respond in writing and include details to support the appeal.

**CONSEQUENCES OF TARDINESS IN PAYING FINES.** If the fine or penalty is unpaid after an appeal has been made by the violator to the Board, the violator must comply with the Board's request within 7 days. The violator shall owe an additional \$25.00 fine for each day thereafter in order to defray legal fees and the costs of collection and administration.

## DESIGN REVIEW REQUIREMENTS AND GUIDELINES

### PURPOSE

Certain improvements to buildings and lands in High Point require the approval of the **High Point Design Review Committee** (the "DRC") prior to installation. The DRC is appointed by the **High Point Master Association** to apply the High Point Design Guidelines to improvements (buildings, landscaping, etc.) proposed to be constructed in High Point and derives its authority from the **High Point Master Declaration**. The DRC's purpose is to maintain the attractiveness of High Point neighborhoods, thereby increasing the desirability of living in High Point and preserving your property's value. DRC actions do not supersede the applicant's responsibility to secure all other appropriate permits and approvals from the City of Aurora, the City & County of Denver, or any other governmental authority having jurisdiction.

### IMPROVEMENTS SUBJECT TO REVIEW

Certain improvements to your property, such as painting your home a different color or adding or deleting substantial landscaping elements in your yard, require approval by the DRC. The High Point Design Guidelines, available from the High Point Master Association, specify the elements requiring approval and provide guidelines for the design and installation of improvements to properties in High Point.

### APPLICATION

The builder who built your home secured DRC approval of his plans prior to construction. Generally speaking, any substantial changes to your yard or the outside of your home require further approval from the DRC. To secure DRC approval, you will need to make an application to the DRC requesting approval of your planned improvements. The application will need to be accompanied by sufficient information to enable the DRC to fully understand the scope of the improvements you wish to make. The attached **Application for Approval by the High Point Design Review Committee** outlines the minimum items which need to accompany your application. The DRC reserves the right to require further information if it feels the standard submittal materials are insufficient to fully describe the scope and impact of the improvement being planned.

In general, submissions will need to include:

For exterior painting:

- A sample of the dried color (paint "chip") of the proposed new paint.
- An explanation or illustration of the area to be painted.
- Information regarding the existing colors of the improvement being painted.

For additions:

- Detailed architectural elevations (all sides) at a large scale (0.5"=1' min.).
- Site plan showing existing and proposed changes to grading (1' contour lines), all existing improvements (including fences, paved areas and adjoining homes), nearby easements and utility facilities and any changes to drainage.
- Paint samples and materials samples as requested.

For landscaping:

- Site plan showing the location of existing and proposed landscape features, adjoining buildings and paved areas, fences and utility easement locations.
- Description of major plantings and hardscape features.
- Detailed signage and lighting plans
- Photos or drawings of features may be requested.
- If the contours of the ground are to be changed, a plan showing the new landform contours (1' contour lines).

## **RULES AND REGULATIONS**

Also attached you will find a schedule with several **High Point Rules and Regulations** for improvements at High Point. Please be aware that this schedule is not meant to be complete, and that there are more guidelines, rules and standards contained in the High Point Design Guidelines which are not listed on the attachment. You are encouraged to review the full set of Design Guidelines prior to making a submittal. You should also check with governmental authorities to see if they have standards applicable to your planned improvement.

## **REVIEW & RESPONSE**

Applications are reviewed by the DRC on the second Monday of each month. Complete applications (including all associated materials, see above requirements for submittal) must be received by the first Friday of the month to be reviewed. Applications received after the first Friday of the month will be reviewed the second Monday of the following month. The DRC will provide you with a written decision within 30 days. The decision may be that the application is "approved," "disapproved" or "approved with conditions." Approved improvements may be inspected by the Master Association or its representative during construction. It is the responsibility of the applicant to assure that construction conforms to the approved plans and all applicable building codes. If the construction is not completed within one year of DRC approval, reapplication is required.

## **FEES & FINES**

The DRC reserves the right to assess fees for the review of applications. In cases where the review of substantial improvements is required, the DRC may engage consultants such as architects or engineers. Currently, fees range from no charge for simple reviews such as requests to paint a house a different color, to a few hundred dollars for home additions or regarding a lot for substantial landscape improvements. Reviews of new home plans and commercial buildings may run substantially more.

**IT IS STRONGLY RECOMMENDED THAT YOU CONTACT YOUR MASTER ASSOCIATION REPRESENTATIVE PRIOR TO MAKING ANY SUBMITTAL TO DETERMINE WHAT SUBMITTAL MATERIALS WILL BE REQUIRED AND WHAT REVIEW FEES, IF ANY, WILL BE IMPOSED.**



### High Point Design Review Request

c/o MSI, LLC  
390 Interlocken Crescent, Suite 500  
Broomfield, CO 80021-8041  
(303) 420-4433 Broomfield ★ (303) 751-6564 Aurora  
(303) 734-9013 Littleton ★ (970) 635-0498 Loveland ★ (719) 578-5610 Colorado Springs

### FOR OFFICE USE ONLY

Date Received MS \_\_\_\_\_  
Crucial Date \_\_\_\_\_  
Date Sent To Committee \_\_\_\_\_  
Date Recvd From Committee \_\_\_\_\_  
CM \_\_\_\_\_  
Request # \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Email \_\_\_\_\_

Association \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_

### My request involves the following type of improvement:

- Painting
- Landscaping
- Fencing
- Deck/Patio Slab
- Patio Cover
- Other: \_\_\_\_\_
- Roofing
- Room Addition
- Drive/Walk Addition
- Basketball Backboard

Describe improvements (Refer to High Point Design Guidelines for requirements and attach additional documentation as needed).

Planned completion date: \_\_\_\_\_

**I understand that I must receive approval of the Association in order to proceed. I understand that Association approval does not constitute approval of the local building department and that I may be required to obtain a building permit. I understand that my improvements must be completed per specifications or approval is withdrawn. I agree to complete improvements promptly after receiving approval.**

Date: \_\_\_\_\_ Homeowner's Signature: \_\_\_\_\_

### Committee Action:

- Approved as submitted
- Approved subject to the following requirements:
  
  
- Disapproved for the following reasons:

Completion required by: \_\_\_\_\_

*(Note: Additional documents or a new submittal may be required if the improvement is not completed by this date.)*

Committee Member Signature \_\_\_\_\_ Date \_\_\_\_\_