

# High Point

Condominium Owners Association, INC.

## Rules and Regulations



September 2018

High Point Condominium Association, INC.  
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## **GENERAL INFORMATION:**

High Point Condominiums is a community of 78 Condominiums located at Dublin and Tuckerman and includes those properties on McNichols Court and Jonathon Court. Construction on the complex was completed in 1985. High Point is occupied by both owners and residents (renters or other non-owner occupants). It is the Board of Director's intent to make High Point a good place to live for all residents, and a good investment for our owners.

To further that goal, the following document is the Rules and Regulations adopted by the Board of Directors. The Board has the authority to adopt Rules pursuant to the Condominium Declarations, a copy of which is provided to every owner at the time of purchase and available upon request through the management company. Additionally, from time to time, it is necessary for the Board of Directors to officially make known additional Rules and Regulations as situations arise to further clarify the Condominium Declarations.

All homeowners are encouraged to serve on the Board of Directors. There are three Board positions, each for three-year terms. Each member is also an officer of the Association. There are four officer positions and they are the President, Vice President, Secretary and Treasurer. Board Members are elected by the homeowners at the General Membership Meeting held Annually. The Board Members then elect the officers for one-year terms. Every owner is entitled to one vote in the election of Board Members. These are volunteer positions without compensation and Board Members must be available for every other month meetings to handle the business of the Association, as well as special meetings when they arise.

Z&R Property Management, 6015 Lehman Drive, Suite 205, Colorado Springs 80918, (719) 594-0506, conducts the day to day management of the property. The Property Manager acts at the direction of the Board of Directors and is the contact point for all communications from the property owners. Tenant requests should be directed through their landlords. All complaints must be in writing and submitted to the offices of Z&R via first class mail, email, facsimile or hand delivery.

Any homeowner may attend the Board of Directors meetings. If you wish to be added to the agenda to address a topic, please contact Z&R Property Management in writing at least ten (10) days prior to the meeting. Contact with Board Members should be limited to written communication directed through Z&R. Since this is a voluntary position, homeowners and residents are requested to respect the privacy and personal lives of the Board Members.

Definitions:

**“Common Elements”** includes all the property, and all the improvements hereto and herein are defined. Common elements shall consist of the General Common Elements and the Limited Common Elements.

**“General Common Elements”** mean a part of the Common Elements and includes by way of illustration and not limitation of any of the following to the extent located within the Project as described on Exhibit “A” of the covenants-the foundation, columns, girders, beam supports, main walls chimneys, roofs, common stairs and stairways, yards, gardens, grass, landscaping, installations of central services such as electricity, water, common utilities, sidewalks, pathways, private roads and streets located within the Condominium Project, and in general all property which is not within the respective Condominium Units,

**“Limited Common Elements”** means those portions of the Common Elements which are either limited to and reserved for the exclusive use and enjoyment of an owner or resident or limited to and reserved for the common use of more than one, but for fewer than all, of the owners and residents, including but not limited to garages, parking spaces, patios, balconies, decks, driveways, attics, including all mechanical equipment designated for the exclusive use of an individual unit.

**Noise/Nuisance:**

1. All sounds and noises must be kept to a reasonable level and not affect other residents in the vicinity, in the sole reasonable discretion of the Board of Directors. Excessive sounds and noises are strictly prohibited. All televisions, stereos, sound equipment, electronic equipment and other similar devices will only be played at volumes that are considered reasonable, in the sole discretion of the Board of Directors, and not unreasonably affect any other resident(s). Local noise ordinances may provide guidance but shall not determine whether a sound is considered excessive. Colorado Springs quiet hours are 10pm to 7am and special consideration should be made during this timeframe. Sound and noise restrictions are applicable at any time during the day as well as during quiet hours. All necessary construction or repair activity should take place during normal business hours, except in the event of an emergency.
2. Washing Machines, clothes dryers, vacuum cleaners, dishwashers or any other loud appliance may not be used after 10pm or before 7am.
3. City Code 12.22.204 prohibits the operation of a motor vehicle with an exhaust system that has been modified in a way which amplifies or increases the noise emitted above that emitted by the exhaust system originally installed on the

vehicle. Any vehicle so altered shall be considered a nuisance and a violation and will not be permitted on the property or at the board of Directors discretion.

4. Any fighting, screaming, shouting, excessively loud talking, whistling, raucous behavior, profanity, spitting, vomiting or insobriety either inside or outside of any unit at any time will not be permitted. If such conduct can be heard in the normal course of activities in any other unit(s) shall be considered a nuisance and a violation.
5. No homeowner, resident or guest may display any threatening or intimidating behavior toward any homeowner, resident, guest or pet in the community.

### **Common Elements:**

1. Use of hallways, entryways, parking areas and similar areas are for unit access only. There shall be no loitering or recreational activities in such areas. Sidewalks, entrances and stairs may not be obstructed for any length of time.
2. There shall be no smoking of cigarettes, marijuana, or vaping in the hallways, stairways, or foyers. Smoking is not permitted within 20 feet of any building.
3. Except as otherwise provided in these Rules and Regulations, No Common Element included but not limited to hallways, stairways, patios, entries, balconies and landscaped areas may be used as a storage area. Any items including sports or play equipment, shoes or any other unauthorized personal items, left on these areas are in violation and may be disposed of immediately and without notice. Neither the Board of Directors, nor the Association shall be held liable for the cost, loss of use or loss of enjoyment of any personal item(s) left in the Common Elements.
4. The Association provides for snow removal on the parking areas and the walkways up to the front door of the units. Snow will not be removed unless there is at least 2 inches of accumulation. Homeowners and residents are required to immediately notify Z&R Property Management if icy or other hazardous conditions exist prior to a 2-inch accumulation of snow so that the Association can determine if snow removal or ice treatment efforts should be taken immediately.
5. Outdoor lights, lights on garages, and lights near the front entrances are photocell lights and come on automatically every evening. Homeowners and residents may report any inoperative lights to Z&R Property Management. Periodic maintenance inspections are conducted to annotate inoperative light fixtures.
6. No homeowner or resident may make any addition to, alteration of, or modification to the Common Element including landscaping without the prior written approval of the Board of Directors.
7. Pursuant to Article VII, section 7.4 of the Condominium Declarations a

homeowner will be responsible for any damage caused to the Common Elements including but not limited to the asphalt, parking stops, landscaping, trees, fences, decks, balconies and dumpster enclosures caused by the homeowner, residents, guests, or family members.

8. For safety reasons the following activities are strictly prohibited: bicycling, skateboarding, hover boarding, roller blading, radio-controlled vehicles or toys, and playing in the parking lots.
9. No odors shall be emitted from any unit that is noxious or offensive to others. No homeowner, resident or guest may store or keep any flammable fluids, solids, solvent or toxic materials.
10. Marijuana While marijuana is legalized in Colorado, it is still a violation of Federal Law, which supersedes the Colorado law and certainly qualifies as a violation to the smoking rule and of any applicable statute of any governmental body.
11. If you are smoking in your unit, please ensure that you control any smells or smoke coming from your unit and ensure that you are within any legal guidelines.

## **Patios, Decks and Balconies**

### **1. Outdoor Cooking Grills**

Due to the change in our insurance company and the high risk of fire danger, grills are no longer be permitted at High Point.

Any kind of open flame or grill cannot be used within 10 feet of a structure. This is a restriction becoming more and more prevalent with all insurance companies. To ensure the Association does not have the master policy cancelled and to ensure fire danger is kept at a minimum, no type of grill using fire is permitted within 10' of any structure. With only very few exceptions, there are only a few units at High Point that could use a gas grill under these circumstances. Of course, fire pits, charcoal, and any other source of flame are also completely prohibited within 10' of the structure, electric grills are still permitted..

2. Standard outdoor patio furniture maintained in a presentable manner may be kept on patios, deck and balconies. Indoor furniture, appliances and other items are not permitted on patios, decks and balconies. Except as otherwise provided in the Rules and Regulations all other items are prohibited. The following items are considered standard outdoor patio furniture: outdoor chairs, outdoor, tables with or without an umbrella. Patio furniture may be placed in an organized manner on patios, deck, and balconies from April 1<sup>st</sup> to September 30<sup>th</sup>.

3. Seasonal items such as pots, planters, may be temporarily placed on patio, decks and balconies from April 1-September 30<sup>th</sup> and must be put in storage after that.

4. Holiday decorations must be removed 10 days after the holiday. Christmas decorations may remain up until after the Epiphany January 6.

5. No clothes, towels, sports banners, rugs, mops, garments or other similar items may be stored or hung over the patios, decks, balconies or on patio furniture on the patios, decks or balconies.

6. No items including cigarette butts, food, trash may be thrown off the balconies or decks. Debris may not be swept off the floor of the balcony or deck to the ground below. All types of ashtrays and associated items are prohibited from being stored on deck, patios and balconies except while actively in use and shall be stored properly inside the unit.

### **Dumpsters**

1. All trash must be in a trash bag before putting it in the dumpster. All boxes must be flattened. No paint cans with or without paint, no hazardous materials, no electronics, no furniture, no appliances, carpets, tires, or any items too large for trash pickup shall be disposed of in the dumpsters. Homeowners or residents must arrange for disposal of such items at their cost.
2. Dumpsters on McNichols Court are for the homeowners and residents of McNichols Court only. Dumpsters on Jonathon Court are for the homeowners and residents of Jonathon Court only.

### **Pets**

1. Homeowners and residents may keep 2 pets. That is either 2 dogs, 2 cats or 1 dog and 1 cat.
2. No animal may be kept for commercial purposes
3. Dogs and or cats may not weigh more than 25 pounds each. No owner or resident may allow a guest to bring a pet which would exceed this weight, or which would result in more than 2 dogs or 2 cats in the unit.
4. The right to keep a pet shall be coupled with the responsibility to pay for any damage caused by the pet, including all waste clean up fees and or damage to the Common Elements
5. All dogs and cats must have current license tags and current vaccinations pursuant to the Colorado Springs city code.
6. Homeowners and residents are responsible for immediately cleaning up all pet waste from the Common Elements including patios and decks. All pet waste is required to be properly disposed of.
7. Pets are prohibited from being left unattended in the Common Elements, Limited Common Elements, including patios, decks and balconies. Pets are also prohibited from being tethered outdoors or otherwise left unattended including

deck, patios and balconies.

8. Dogs must be on a leash and accompanied by the owner or responsible person while outside of the unit. Leashed means one end attached to the dog's collar and the other end in the hand of the responsible person.
9. Every owner of a pet shall maintain strict control of the pet and shall prohibit the pet from making loud disturbing noises and other behavior reasonably annoying to other homeowners and residents including barking and whining. The Board of Directors in its sole discretion may require the removal of any pet that is deemed to be a nuisance.
10. Service dogs are permitted with proper documentation which must be submitted to Z&R Property Management.

### **Signs and Advertising**

1. Pursuant to Article VII, section 7.13 of the Condominium Declarations no signs including "For Rent" or "For Sale" or advertising shall be permitted in or on any unit on the Common Elements.
2. Pursuant to Senate Bill 100 political signs may be displayed as follows: political signs may be placed within the window or with the patio, deck or balcony. Signs may be displayed 45 days prior to the election and must be removed no later than 7 days following the election. Signs may be no larger than 36"x48" in size. Only one sign per political office or contested ballot issue is permitted. A political sign is one that carries a political message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official or the passage of a ballot issue.

### **Satellite Dishes**

1. Prior written consent for the installation of a satellite dish or antenna must be obtained through Z&R Property Management. The satellite dish or antenna must be installed solely in the homeowner's unit or Limited Common Element. If an acceptable signal cannot be obtained in one of those areas and a homeowner wishes to install a satellite dish or antenna in a Common Element written approval must be obtained from the Board of Directors. Requests for approval in an alternate location shall be reviewed on a case by case basis.
2. Any satellite dish or antenna installed in the homeowner's unit or in the Limited Common Element shall not encroach on the airspace of another owner's unit, Limited Common Elements or the Common Elements.
3. The homeowner is responsible for the maintenance, repair and replacement of the satellite dish or antenna and shall be responsible for removing the satellite dish or antenna and all the accessories necessary to allow the Association to perform its maintenance obligations (i.e. painting, exterior repairs, etc.)



4. The homeowner shall be responsible for removing the satellite dish or antenna and all the accessories when no longer in use or when their unit has sold.

## **Leasing**

1. A homeowner may lease their unit subject to the following:
  - a. All leases shall be for 30 days and shall provide that the terms of the lease and lessee's occupancy of the unit are subject in all respects to the provisions of the Condominium Declarations and Rules and Regulations. The lease shall be of the entire unit.
  - b. Any failure by the lessee to comply with the Condominium Declarations and/or the Rules and Regulations shall be a default under the lessee.
  - c. Every homeowner is obligated to provide Z&R Property Management with a copy of the lease and the tenants name and phone number within ten (10) days after executing said lease. The homeowner may delete the rent information from the copy of the lease that is provided to Z&R Property Management.
  - d. The homeowner and/or tenant will be notified in writing of any violations of the Condominium Declarations and/or Rules and Regulations by the tenant and/or their guests and will be responsible for notifying their tenant to ensure further violations do not occur.
  - e. The homeowner will be responsible for any fines caused by their tenant due to violations of the Condominium Declarations or Rules and Regulations. The Board of Directors reserves the right to evict a resident for continued violations of the Governing Documents or Rules and Regulations.
  - f. No homeowner may lease their unit for transient, hotel, time-sharing or any other purpose other than standard residential use.

## **Home Business Offices**

Home business offices are permitted with the written approval of the Board of Directors. The Board of Directors will approve a request to operate a home business office provided that the business activity meets the following criteria:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit.
2. The business activity does not involve visitation of the unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential unit without business activity (i.e.: no regular visitation).
3. The business activity is legal and conforms to all zoning requirements for the community.

4. The business activity does not increase traffic in the community more than what would normally be expected for residential units in the community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services).
5. The business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Associations ability to obtain insurance coverage
6. The business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use of or threaten the security or safety of other homeowners or residents of the community as determined in the Board of Directors discretion.
7. The business activity does not result in a materially greater use of the Common Elements or Association services.
8. The business use is incidental to the residential use of the unit.

The term "business" shall have its ordinary, generally accepted meaning and shall include without limitation any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the providers family and for which the provider receives a fee, compensation, or any other form of consideration regardless of whether: 1) such activity is engaged in full or part time; 2) such activity is intended to or does generate a profit; or 3) a license is required.

Any homeowner desiring to operate a home business office shall submit a written request to the Board of Directors detailing the nature of the business, the number and frequency of visits by employees, clients, customers, suppliers, or other related business guests, along with the traffic expected, conformance with zoning and any effect on the Association's insurance or the Common Elements. The Board of Directors may request additional information as may be necessary to determine if the criteria are met. If the criteria are met the Board of Directors shall approve the home business office. Approval may be revoked at any time the activity no longer meets the criteria. Under no circumstances will the Board of Directors approve any type of manufacturing business.

## Miscellaneous

1. Any window covering visible from the outside of a unit shall be white, off white, or neutral/wood tone in color. No dirty blinds or broken blinds will be permitted. Each unit must have proper window coverings (i.e. no newspapers, bedsheets, towels, blankets, baby blankets, etc.)
2. Soliciting is prohibited. Please notify Z&R Property Management with as much information as is known. They will contact the company to stop the soliciting.
3. Window air conditioners and fans are permitted during the following months April through September. Air conditioners and fans must be secured in the window. Homeowners are responsible for the maintenance and cleaning of the air conditioner and fans. If at any time the air conditioner or fan is visibly dirty the homeowner or resident will be asked to remove the fan until it is cleaned.
4. Every homeowner or resident is responsible for maintaining a sufficient temperature in their unit to ensure that pipes do not freeze. This applies to units both occupied and unoccupied. Homeowners will be responsible for any damage caused by pipes freezing, including damage to their unit or any other unit affected by the loss.
5. Homeowners and residents are responsible for the maintenance and upkeep of those portions of utilities serving their unit including gas, water, and electricity.
6. Homeowners and residents are responsible for the maintenance and cleaning of their fireplaces. Fireplaces should be cleaned as often as necessary to prevent fires or other damage, but not less than once a year. Fireplaces may be used for the purpose intended. In the event of damage due to improper use or negligence the owner shall be responsible for all related costs including the Associations master insurance policy deductible.
7. Homeowners and residents are responsible for the maintenance and cleaning of their dryer vents. Dryer vents should be cleaned as often as necessary to prevent fires or other damage, but not less than once a year. In the event of damage due to improper use or negligence the homeowner shall be responsible for all related costs including the Associations master insurance policy deductible.
8. Units within the Vail buildings that have patios that are not enclosed with windows are permitted to install sunshades. There must be 2 sunshades, one for the left side of the patio and one on the right side of the patio. One sunshade is prohibited to be centered over the middle section of the patio Sunshades must be white, neutral, or natural wood tone (i.e. bamboo shades).
9. All blinds must be in good condition. No broken, bent, or dirty blinds will be permitted.
10. Vail Building door propping is not permitted except when a homeowner or resident is moving in or moving out. Door propping is against the fire code and the Rules and Regulations.

11. At no time are children allowed to play, run, jump or disrupt others in the hallways (common area) of the Vail buildings.
12. Window glass must be kept clean. Broken or cracked glass must be replaced immediately.
13. Patios, decks and balconies are not to be used for storage.

## ENFORCEMENT

Enforcement of these Rules and Regulations and of the Condominium Declarations shall be pursuant to the Association Covenants and Rule Enforcement Policy.

Adopted this 19 day of September, 2018 by the Board of Directors

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary/Treasurer

**Please note: These Rules and Regulations dated September 2018 supersede any and all previous Rules and Regulations whether stated or implied.**

Additional copies are available at the office of Z&R Property Management  
6015 Lehman Drive Suite 205 Colorado Springs, Colorado 80918 719.594.0506