

Good Neighbor Policy

For Highlands Golf Course Property Association

List of Fines, Fees and Phone Numbers for Prohibited Activities Not Associated with Construction of an Authorized Dwelling or Structure

Revised January 1, 2020

Phone Numbers to Report Prohibited Activities Set Forth in This Policy:

Noise and Parking Violations require notification of all the following entities:

- Breckenridge Police Department Dispatch: (970) 668-6800
- Breckenridge Short Term Rental Hotline: (970) 368-2044
- Alpine Edge Property Management: (970) 453-2334

Trash Violations require each of the following to be notified:

- Breckenridge Short Term Rental Hotline (970) 368-2044
- Alpine Edge Property Management (970) 453-2334

Covenant and Other POA Related Matters:

- Alpine Edge Property Management (970) 453-2334

NOTE: EVERY PROPERTY OWNER IS RESPONSIBLE FOR THE ACTIONS OF ALL OCCUPANTS OF THE PROPERTY (SPECIFICALLY INCLUDING RENTERS) AND IS RESPONSIBLE FOR ALL FINES WHICH MAY BE ASSESSED AS A RESULT OF PROHIBITED ACTIVITIES AS SET FORTH IN THIS GOOD NEIGHBOR POLICY.

Prohibited Activities Having a Grace Period to Correct/Rectify

- Unless there is prior written approval of the Board, the following prohibited activities may result in a fine of **\$50.00** per day being assessed for each day the prohibited activity is not rectified or ceases. This fine is retroactive to the date of the email sent by the Board or by the representative of the Board (currently the Alpine Edge Property Management Company), or to the date of receipt of the certified letter sent by the Board or the representative of the Board specifying the prohibited activity must be rectified or ceased. The fine, if assessed, will be imposed on the property owner whether or not the owner is the actual violator (e.g., the renter of the property is the violator). The property owner will have a “grace period” of five (5) calendar days to rectify or cease the prohibited activity. The grace period will begin as of the date of direct contact by email or receipt of the certified letter.¹ If the prohibited activity cannot be rectified or ceased within the grace period the property owner must provide a plan in writing to the Board President or the representative of the Board that is acceptable to the Board² for rectifying or ceasing the prohibited activity within a reasonable time period³. If the prohibited activity is rectified or ceases or an acceptable plan is submitted within the grace period no fine will be assessed. Otherwise, the fine of \$50.00 per day for each day the prohibited activity is not rectified or ceases may be imposed upon expiration of the grace period. If the prohibited activity is

¹ If the property owner refuses to sign for the certified letter the date of refusal will be the beginning date for the grace period.

² The property owner is strongly encouraged to work with the Board or its representative during the grace period to have a plan that is acceptable to the Board upon submission.

³ If the prohibited activity is not rectified within the plan’s time period, the imposition of the fine will be retroactive to the expiration date of the original grace period unless an extension is granted by the Board due to a delay beyond the control of the property owner.

not rectified or ceases within thirty (30) days of imposition of the fine the Association may file a lien on the violator's property in the amount of the fine to-date and may continue to file such liens until the prohibited activity is rectified or ceases and all fines and associated fees (see Administrative Fee and Liens) are paid in full. At such time the associated lien(s) that was/were filed will be removed.

- Erecting or placing structures or buildings of a temporary character including but not limited to any tent, shack or play fort/teepee made of tree trunks or limbs within the subdivision.
- Storing on the property (except in the garage) boats, snowmobiles, ATVs, snowplows, campers, and any other such vehicles and hauling trailers.
- Parking or storing motor/mobile homes, house/travel trailers or any other oversized machinery and equipment within the subdivision except for a reasonable time not to exceed 48 hours to load or unload a motor home or travel trailer.

Periodically a lot survey will be conducted to identify standing dead, snapped, and leaning (in eminent danger of falling) trees, fallen or cut trees, and large slash piles on property owners' lots. All these trees and large slash piles must be removed by a specific date determined by the Board. Failure to comply with the deadline date set by the Board may result in the owner being fined as follows:

- Unless there is prior written approval by the Board, a fine of **\$100.00** per unit (i.e., each standing dead/snapped/leaning tree, each fallen or cut tree, and each large slash pile) may be assessed. This fine, if assessed, is retroactive to the date of the email sent by the Board or by the representative of the Board (currently the Alpine Edge Property Management Company), or to the date of receipt of the certified letter sent by the Board or the representative of the Board specifying the trees and/or slash piles are to be removed. The property owner will have a "grace period" of thirty (30) calendar days to remove the trees and/or slash piles. The grace period will begin as of the date of direct contact by email or receipt of the certified letter. If the removal of the trees and slash piles cannot be completed within the grace period, the property owner must provide a plan in writing to the Board President or the representative of the Board that is acceptable to the Board for having the trees and slash piles removed within a reasonable time period⁴. If the trees and slash piles are removed or an acceptable plan is submitted within the grace period no fine will be assessed. Otherwise, the fine and fee may be imposed upon expiration of the grace period. The fine and an administrative fee (see Administrative Fee and Liens) may be assessed every three months until the trees and/or slash piles are removed and all fines and fees are paid in full. At such time the associated lien(s) that was/were filed will be removed.

Prohibited Activities Having No Grace Period to Correct/Rectify

Fines may be assessed as listed below for the following violations:

- Loud disturbing noise (as defined by Town of Breckenridge Code) after 11:00 PM that affects other neighbors' enjoyment of quiet surroundings.
- Trash or trash containers repeatedly left out in violation of the Town of Breckenridge Code, regulations or Association rules.
- Repeated parking on residential streets between the hours of 2:00 AM and 6:00 AM.

⁴ If the trees and slash piles are not removed within the plan's time period the imposition of the fine will be retroactive to the expiration date of the original grace period unless an extension is granted by the Board due to a delay(s) beyond the control of the property owner.

- Any nuisance as defined by [Town of Breckenridge Code](#) (illegal, noxious offensive activity and activity which causes embarrassment, disturbance or annoyance to others.
- Any other such violations of the [Highlands at Breckenridge Golf Course Declaration Land Use Restrictions](#).

In the event of multiple violations occurring at the same time, each violation shall be treated as a first, second, or third violation as determined by the history of the property. For example, separate fines may be assessed for noise violations, conduct violations and parking violations occurring at the same times.

A written warning by email or certified letter will be issued to the property owner the first time a violation of any of the prohibited activities listed within this section is brought to the attention of the Board or its representative (currently the Alpine Edge Property Management Company). Thereafter, a fine for each subsequent violation may be assessed as follows:

- First violation the property owner may be assessed in the sum of **\$250.00**.
- For a second violation within 12 consecutive months of the first violation the property owner may be assessed in the sum of **\$500.00**.
- A third violation within 12 consecutive months of the first violation may be assessed a fine in the sum of **\$1,000.00**.
- For subsequent violations **\$1,000.00** may be assessed for each violation until either no new violations occur for a period of twenty-four (24) consecutive months or the property is sold to a new owner at which time the fine schedule will be reset to first issuing a warning letter for a subsequent new violation.

Each time a fine is assessed the property owner will have up to thirty (30) days to pay the fine. If the fine is not paid within thirty (30) days of imposition of the fine the Association may file a lien on the violator's property in the amount of the fine and may continue to file such liens until all fines and associated fees (see Administrative Fee and Liens) are paid in full. At such time the associated lien(s) that was/were filed will be removed.

These fines are in addition to any fines or penalties for citations issued by the Town of Breckenridge for violations of the Town Code.

Appeal Process

Any property owner may appeal the decision of the Board to impose a fine by filing a Notice of Appeal, in writing, with the Board by delivering the Notice to the Golf Course Property Owners Association management company (currently the Alpine Edge Property Management Company) within 15 days of the date of the fine assessment by the Association. Any fine imposed by the Board shall be final if no timely Notice of Appeals given and shall be paid by the owner within 30 days after the owner receives written notice thereof.

HEARING ON APPEAL: Upon receipt of a Notice of Appeal, the Board shall schedule a hearing before the Board on the Appeal. The owner shall appear before the Board, in person, at the time of hearing. The Board shall sustain the imposition of the fine if in the determination of a majority of the Board members a preponderance of the evidence shows that a violation of the policies occurred.

Administrative Fee and Liens

A \$50 administrative fee will be assessed to each fine that is imposed.
All costs associated with the filing of the lien(s) will be assessed to the property owner.