



**Rules and Regulations  
For  
HeatherRidge South Homeowners'  
Association**

Effective June 1, 2016

**Monthly Board of Directors Meetings**

The Board meets at 6:30 on the fourth Tuesday of each month at 2811 South Xanadu Way, the community's clubhouse. To verify meetings, attend, or to speak; please contact Westwind Management, Janelle Maninger.

**ANNUAL MEETING  
FIRST TUESDAY IN DECEMBER, SEMI-ANNUAL AS NEEDED**

**WESTWIND MANAGEMENT GROUP, INC.  
27 INVERNESS DRIVE EAST  
ENGLEWOOD, CO 80112  
PH: 303.369.1800  
Fax: 720.509.6009  
[www.westwindmanagement.com](http://www.westwindmanagement.com)**

Property Manager: Janelle Maninger, ext. 115  
Email: [janelle@westwindmangement.com](mailto:janelle@westwindmangement.com)

Assistant: Audrey Brown, ext. 117  
Email: [audrey@westwindmangement.com](mailto:audrey@westwindmangement.com)

**24-Hour Emergency Answering Service**  
303-369-1800 (follow instructions)

**24-Hour Security Company**  
**Covenant Community Services**  
303-552-9027

**HeatherRidge South Website**  
[www.heatherridgesouth.com](http://www.heatherridgesouth.com)

**Heather Ridge Metropolitan District No. 1**  
303-755-3550  
[www.heatherridgecolorado.org](http://www.heatherridgecolorado.org)

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**I. LOCAL AREAS SERVICES – CONTACT INFORMATION**

**EMERGENCY**

**FIRE, POLICE & MEDICAL ..... 911**

**Gas or Electrical Emergency ..... 911**

**HRS Security: Covenant Security Services..... 303.552.9027**

**Plumber: AAA Jetting Services ..... 303.914.9551 or 720.545.6763**  
\*for complete emergency details see page 20

**Poison Control Center ..... 303.739.1123**

**NON-EMERGENCY SERVICES & AGENCIES**

City of Aurora/Access Aurora – Monday to Friday 8am to 5pm... 303.739.700  
or [access@aurora.gov](mailto:access@aurora.gov)

City of Aurora Website: [www.auroragov.org](http://www.auroragov.org)

Aurora Fire Rescue Non-Emergency..... 303.326.8999

Aurora Police Non-Emergency Dispatch ..... 303.627.3100

Aurora Police General Information..... 303.739.6000

Aurora Animal Services..... 303.326.8288  
Email: [animalservices@auroragov.org](mailto:animalservices@auroragov.org)

Xcel Energy Customer Service – Street Light Outage..... 800.895.4999

Xcel Energy Before You Dig ..... 811

Xcel Energy Electrical Outage ..... 800.895.1999

Xcel Energy Gas Outage ..... 800.895.2999

**HRMD SERVICE VENDORS**

HRMD Office: 13521 E. Iliff Ave, Aurora, CO 80014 ..... 303.755.3550

HRMD Official Website: [www.heatherridgecolorado.org](http://www.heatherridgecolorado.org)

HRMD Golf Operations, Tee Times, Services ..... 303.755.3550

HRMD Noonan’s Restaurant ..... 303.755.3550

## II. ABBREVIATIONS & DEFINITIONS – TERMS, TITLES, & CONTROLLING DOCUMENTS

1. **Agent(s):** Parties representing the HeatherRidge South Association (HRS), through its Board of Directors, to operate and maintain community assets. Westwind Management Company is the primary Agent for HRS.
2. **Board:** The HeatherRidge South Board of Directors. The Board's authority, practices, powers, and obligations are enumerated in HRS controlling documents. The Board of Directors makes decision regarding the Association, including management of the Associations' finances, protecting the Associations' real and intangible assets, and enforcing the governing documents.
3. **CCIOA:** Colorado Common Interest Ownership Act - pronounced "Kiowa". CCIOA is part of Colorado Revised Statutes (**CRS**) under Title 38, found at 38-33.3-101, et. Seq.
4. **Condominium:** HRS is legally defined as a condominium community. Its style is that of a "townhome" or "row house" constructed side-by-side attached to others (but no Units are "stacked" one atop another). Ownership rights and obligations are defined as a Unit's interior "air space" inward from the interior surfaces of perimeter walls and floor and ceiling surfaces. The HOA maintains the exterior of all Units with some important exceptions - **see Addendum D**. It also maintains all common areas and some limited common areas.
5. **Controlling Documents, or Governing Documents:** Include:
  - Articles of Incorporation (Articles)
  - By-Laws
  - Condo Maps
  - Declarations, or Decs
  - Rules and Regulations (R&R)
6. **The District:** refers to Heather Ridge Metro District, also referred to as **Metro District** and **HRMD**.
7. **FHA Certification:** Federal Housing Administration Certification. HRS is certified for Housing Urban Development (**HUD**)/FHA loans. Not all HOA's require HUD/FHA Certification. If a property's legal description contains the word "Condominium" and/or states an "undivided interest in common area" by its owners (as it does in HRS legal descriptions) then a property is a Condominium and not a Planned Unit Development (**PUD**).
8. **General Common Area(s):** All real property not designated as Limited Common Area. The HOA has total responsibility and oversight of General Common Area(s). Its ownership is an undivided interest by all property owners (see PUD).

9. **HeatherRidge South:** It is spelled a number of ways including Heatherridge South (that form is consistent with our legal description for real estate). It is also abbreviated as HRS. For administrative purposes, the HOA uses HeatherRidge South or the abbreviation HRS in all its publications, correspondence, and documents.
10. **HOA:** Home Owners' Association. Also referred to as **Association**. The legal organization authorized in the Governing Documents. Membership in the Homeowners Association by a residential buyer is a condition of purchase. HRS HOA is incorporated, and is subject to state statutes that govern non-profit corporations and Homeowner Associations.
11. **HRS:** HeatherRidge South: implies the community as a whole.
12. **HUD:** Department of Housing and Urban Development.
13. **Insurance, General:** Contact Westwind Management for current carrier, coverage & limitations.
14. **Insurance, Other:** HO-4, HO-5, and HO-6 to name a few.
15. **Limited Common Area(s):** HRS real estate or features adjacent or attached to a residential property for the exclusive use by that property owner with HOA oversight. Examples: porches, garden area, front fenced courtyard, driveways, etc.
16. **Owner(s):** Person(s), parties, or legal entities of public record.
17. **Patios:** Back Patio and Front Porch: The main or front entrance to the Unit may also be referred to as a courtyard (area in front of a units main door entrance) or front porch.
18. **PUD:** Planned Unit Development. A legal description whereby common area is owned by the HOA and not "an undivided interest" as used in condominium legal descriptions. It also defines real property ownership, rights, and responsibilities as ownership of a Lot as opposed to Condominium "air space" rights.
19. **R&R:** Rules and Regulations.
20. **Tenant(s):** Person(s) who reside in the Unit but are not the Owner(s). Also known as **Occupant(s)** or **Renter(s)**.
21. **Townhome:** The term is not a legal definition within real estate. It is used to indicate a style of home similar to "row houses". HRS has the "look" of a townhome, but the legal description is condominium.



**22. Unit:** Refers to the Owner's individual condominium property rights.

**23. Westwind Management:** also referred to as **Management** or **Agent**.

### III. INTRODUCTION

#### A Snapshot of HeatherRidge South

HeatherRidge South is an independent-living community constructed in 1972-1974 as part of the greater Heather Ridge area by EDI Developers. HRS is not age-restricted as are some communities. Although HRS predated the 1990 Title 38 CCIOA Act, it operates using many but not all of its rules (see Annual Budget Approval). It is a non-profit corporation recorded with the Colorado Secretary of State.

All 176 of its properties are subject to recorded deed restrictions defining HRS as a condominium in a "townhome or patio home" styled community. HRS is HUD approved for FHA financing. This also permits buyers and owners to seek FHA Reverse Mortgages.

The *Rules and Regulations* (R&R) publication is authorized by Article II, Section 1(a) of the Declaration of Condominium – HeatherRidge South, Recorded in Book 2075, Page 429 on November 14, 1972 in the records of the Clerk and Recorder of the County of Arapahoe. The HRS Declarations and By-Laws direct the Board of Directors to create and maintain R&R's to promote the best interests of the community.

To avoid conflicts over policies and procedures, all Owners, Tenants and third-party interests (foreclosure, lien holders, trusts, estates, etc.) are expected to read, know and follow the Controlling Documents. Controlling Documents or Governing Documents include *Articles of Incorporation, By-Laws, Condo Maps, Declarations, and Rules and Regulations*, along with the HRS monthly articles published in Metro Matters.

Metro Matters is the official news magazine for the Heather Ridge Metro District. Visit <http://heatherridgecolorado.org/> to review all issues of Metro Matters which includes the monthly HRS HOA articles. For any questions or concerns, please contact HRS property management company, Westwind Management.

HRS governing body is its Board of Directors. The Board is composed of volunteers, who are elected or appointed from among the HRS property Owners in good standing. Non-Owners cannot serve on the board but may volunteer for HOA committees. Non-Owners may attend its public meetings to observe only.

HRS derives almost 100 percent of its operating revenue from monthly HOA fees. HRS Annual Budget defines all usage and benefits from collected fees. The Annual Budget is created and approved by the Board only.

## **A Snapshot of the Heather Ridge Metropolitan District**

The **Metro District** or **HRMD** is a quasi-government entity under Title 32 of Colorado Revised Statutes. The HRMD Tax District has a total of ten HOAs with a total of 1127 homeowners. HRS is one of the ten HOAs and has 176 homeowners. HRS operates independently of and has no legal relationship with the HRMD.

The HRMD was created in 2006 to confront the development of the then privately owned Heather Ridge Golf Club. To prevent the development of high-density low-income housing, the HRMD bought the 92 acre golf course in 2009, using its taxing powers to secure general bonds. Repayment of bonds is secured by individual Units property taxes in the HRMD. HRS is a part of that district, but individual Units repay bonds in their property taxes only, not in their HOA fees.

The HRMD has the power to tax property owners as part of its Annual Budget. Its Board is publically elected by either (1) property owners of record registered to vote in the District; or, (2) non-property owners registered to vote in the District.

The HRMD derives almost 100 percent of its operating revenue from annual property taxes assessed on all HRMD properties. HRMD's Annual Budget defines all usage and benefits from collected property taxes. Revenue is applied to General Fund and Bond Dept.

HOA representatives and Metro District representatives meet periodically to discuss mutual interests, concerns and promote leadership. This group is known as the President's Council.

### **Frequently Asked Questions by HRS owners, sellers, buyers, lenders, agents, appraisers, tenants, renters, etc.:**

1. Management Company: Westwind Management Company (since 1985)
2. Management Company's website: [www.westwindmanagement.com](http://www.westwindmanagement.com)
3. HRS Website: [www.heatherridgesouth.com](http://www.heatherridgesouth.com)
4. HOA Board Minutes: Once Board approved, Minutes are available on Westwind Management's website, or you can contact Westwind Management.
5. HOA Annual Budgets: Created and voted on by the Board. Only the Board approves budgets.
6. HRS Assessment powers: Assessments are of two types outlined in HRS Declarations. 1) Common Expense Assessments and 2) Special Assessments.

- Common Expense Assessment is the monthly HOA fee.
- Special Assessments (which could include Loss Assessments) are for specific projects when imposed. These include, but are not limited to roofs, asphalt, siding, etc. Special Assessments under \$5000 may be approved by the Board only. Special Assessments over \$5000 per Unit, the Board seeks community input by holding public meetings, mailing letters, and publishing news articles in Metro Matters. The Board will seek alternative solutions and costs estimates using professional services. Any assessment(s) could be a “lump sum” payment, structured payments, or added to monthly HOA fee.

\*Special assessments are subject to an Owner vote pursuant to Article V, Section 4 of the Declarations.

7. Monthly HOA fees by type of Unit: There are two fee structures based on the Unit square footage. One fee for patio-ranch (1365 sq ft) and two-story two bed room (1450 sq ft) Units. And another fee for the two-story three bedroom (1633 sq ft) Units.
8. Status Letter: An important document provided by Westwind Management. It is an official statement by the HOA for each Unit detailing payments, account status (arrearage), HOA violation penalties, HOA claims, and specific or general obligations outstanding. Used mostly in real estate closings, lenders pay close attention to it when granting loans to limit a borrower’s exposure to liabilities. For current fees, please contact Westwind Management.
9. Working Capital: Per Declarations Article II, Section 1 (e), the working capital monies are \$246.00 for a two bedroom Unit and \$258.00 for a three bedroom Unit.
10. Community Magazine: HRS publishes its monthly article in Metro Matters, the HRMD monthly magazine. Most Heather Ridge HOA’s publish their articles in Metro Matters. Please visit [www.heatherridgecolorado.org](http://www.heatherridgecolorado.org) for past issues of Metro Matters.
11. Reserve Study: HRS has a Reserve Study last completed on March 25, 2015. It is available on the Westwind Management website.
12. HRS Rules and Regulations: Last updated June 1, 2016 and are subject to change by Board approval. Contact Westwind Management for most recent copy or go to the website: [www.heatherridgesouth.com](http://www.heatherridgesouth.com).
13. Insurance, General policy and coverage: Policies and carriers may change from year to year. Policies are written for one year periods and subject to cancellation. General Insurance policies and deductible amounts may expose owners to costs, so consult with a professional insurance agent. It is strongly suggested that all owners obtain an HO-6 policy for deductible and Loss

Assessment claims. The HOA doesn't require coverage, although today's mortgage lenders do.

- Coverage under the general policy is dictated by HRS Declarations, and should be reviewed by a professional insurance agent for HO-6 or other coverage.
- Insurance; Owner and Tenant policies: All Owners should have an HO-6 supplemental insurance policy. All Tenant(s) should have an HO-4 or HO-5 supplemental insurance policy. Contact your insurance agent for details.

**14.** HRS Owners' maintenance responsibilities include but not limited to the following general concerns: sewer lines inside the Unit, Unit interior water shut off valve(s) (excluding the Master Valve shut off), water pressure control valves, sump pumps, window well covers, back fences, interior sidewalks, courtyard gardens, back patio maintenance for settling/cracks/heaving, skylights, radon mitigation, foundation repairs including basements, crawl spaces, concrete slabs, etc. Any changes and/or upgrades become an Owner(s) responsibility.

*See **Addendum D** for chart outlining of responsibilities*

**15.** Electrical circuit breaker boxes: Unit Owners are responsible for all repairs and maintenance. Installation of a new box requires written HOA written approval and a permit by City of Aurora.

## **IV. ADMINISTRATIVE**

### **1. Homeowners' Annual Meetings**

- Per the By-Laws Article 2, Section 1 - the Annual Meeting and election of Board members will be held on the first Tuesday of December of each year. The meeting will include (but not limited to) presentation of the Annual Budget, discuss community concerns and reports by Board Committee members. The newly elected Board forms its officers and Board positions at its next meeting.
- A Semi-Annual Meeting for homeowners will be held as needed.
- Meeting dates may change given calendar scheduling issues. Proper and timely notice will be sent to Owners.

### **2. Balloting**

- Absentee (aka proxy) ballots will be made available to Owners who are unable to attend the Annual meeting.
- Only one (1) vote shall be permitted for each Unit.

### **3. Board of Directors:**

- HRS controlling documents specify two Board objectives: the proper operation and accountability of community assets, and the protection and promotion of its real estate.
- The HRS Board of Directors can have no less than three and no more than nine members. There are four officer's positions of the nine directors: President, Vice-President, Treasurer, and Secretary. Each year up to three seats are up for election so as to evenly rotate new members with experienced ones for Board continuity.
- If a Board member resigns before end-of-term, the vacancy by resignation is filled by vote of remaining Board members per Article 3, Section 3 of the By-Laws.
- The Board will hold community dinner events to promote community appreciation, fellowship and spirit.
- The Board is authorized to have an annual dinner for its present and past members in appreciation of their volunteer services.

### **4. Complaints:**

- Do NOT contact a Board member.
- Owners should contact HRS Management for complaints, rule violations, or other community issues. A phone call or voice mail is acceptable to initiate a complaint, but email and USPS notification makes the complaint official. For Management to respond, all contact must include a name, address, and contact information (phone or email).
- Tenants should contact their property Owner(s) or their rental property management company

The HRS Management will inform the Board of Directors of all complaints for a timely response. Initially a letter will be sent to the offending party(s) about the complaint. If necessary to resolve issues, the Board will conduct a hearing at its monthly HOA meeting. The Board is empowered to penalize and/or fine parties in violation of governing documents.

### **5. General Provisions**

- Persons who willfully or negligently cause damage to common areas, limited common areas, or common properties of the Association will be charged and/or assessed for the cost of such damage repair(s) or replacement(s). Timely repair of damage(s) is enforced.
- Owners are responsible to read, know and follow the Rules and Regulations, and to insure compliance of the rules by their Tenants, guests, and invitees. Damage(s) associated with failure to abide by Association Rules and Regulations will be the financial burden of the Owner, i.e. Unit Owners must provide restitution to the Association for damages.

- Owners are liable for interior changes resulting in diminished or actual structural damage to the integrity of the Unit and/or to any collateral/adjacent properties.
- Owners are responsible/liable even if work was completed by previous Owner(s).

#### 6. Master Insurance:

- Per HRS Declarations specifying “full replacement insurance coverage,” the Blanket Association Insurance Policy covers interior building damage from an insurable loss. This is defined as being replaced to **ORIGINAL BUILDER PROVIDED PURCHASE CONDITIONS & QUALITY** for such items as cabinets, interior walls, built-in appliances, fixtures, etc. Improvements to, or upgrading of those items is the responsibility of the individual homeowner and should be covered under the “Dwelling” portion of their personal homeowner’s policy along with their personal property coverage.
- Items **NOT** insured/covered by the Association’s Master Insurance Policy include but are not limited to: carpeting, wall coverings, window coverings, pictures, furniture, furnishings, appliances that are not built-in define, and other personal property as per Declarations Article 11, section 1, location (i). The Association does not insure liability for neglectful acts by Owners or their Tenants.
- Owners and Tenants are encouraged to obtain **HO-6 (owner occupancy)** or **HO-4, HO-5 (tenant occupancy)** policy to insure for those items not covered under the Association’s Master Insurance Policy and possible damage assessments. Contact your insurance agent to verify required and non-required insurance coverage for your Unit.
- To the extent the HOA settles claims for damages, the Board has the authority to assess negligent Owners responsible for such loss and damage (including adjoining Units), all repair/restoration costs, and the master insurance policy deductible.

## V. ARCHITECTURAL CONTROL: EXTERIOR MODIFICATIONS & ALTERATIONS

**There are three categories of alterations to Unit exterior surfaces and features:**

### **CATEGORY A – Written Permission is Required**

Any changes, additions, extension, or removal of original exterior surfaces and features must be approved in writing by HRS Architectural Control Committee (ACC) **BEFORE WORK BEGINS**. A detailed plan, picture and/or brochure must be submitted using the approved Architectural Request form before the ACC will rule on the request. Approval must be received **BEFORE** any work is started.

See **Addendum B: Architectural Control Committee (ACC) form**

**NOTE:** If any change is made **without** written approval, the Board can require restoration to the original condition at homeowner's expense. The covenant enforcement policy will be implemented if changes are not corrected in a timely manner.

**1. Written permission by ACC includes, but is not limited to the items listed below! If you cannot locate an item – contact Westwind Management for clarification!**

- Attic Fans (that require an exterior exhaust that penetrates any exterior surface)
- Circuit Breaker Boxes
- Exterior Entry Doors
- Exterior Modifications – including Security Window and/or Door Bars
- Garage Door Replacement
- Gas Fireplace/Conversion
- Hot Tubs
- Installation and replacement of central heating and/or air conditioning
- Patio covers and enclosures – including patio awnings
- Patio Door replacements
- Patio Fences – Front (refer to page 16)
- Patio Fences – Rear (refer to page 16)
- Patio Porch Extensions, replacement and repairs
- Roof Ventilators
- Screen and Storm Doors (front and back)
- Skylights
- Solar Panels
- Installation of TV, Telephone, Cable, Satellite Dishes  
*See specifics in **ADDENDUM C: ACC guidelines***
- Windows:
  - Any Window Replacement
- Egress Window
- Window Film
- Window Tinting
- Steel Window Screens (golf ball deterrent)

**NOTE:** Owners are responsible for all exterior maintenance and repairs resulting from their changes to their Unit. This includes previous Owners' changes. Examples of such changes include - but not limited to: roof and side penetrations (skylights, solar panels, vents, etc.), back patio covers, security bars, etc.

### **\* Restrictive Covenant Agreement – required and recorded**

1. A Restrictive Covenant Agreement is required for **all** Category A items. This publically recorded document states what work was done and the property owner's responsibility for all maintenance, replacement and insurance liability.
2. The costs for any removal, re-install or maintenance to above items (roof repair, siding repair, etc.) will be an Owner's responsibility.

### **CATEGORY B – No Permission is Required If Compliant**

The following items **do not require** ACC notification or approval **IF COMPLIANT WITH THE SPECIFICATIONS AND CONDITIONS LISTED HEREIN:**

- Patio Bamboo Sun Shades - May be synthetic or natural material and a solid color that coordinates with color of Unit.
- Trellis and Lattice – Located in courtyard external to Unit. To be used for floral growth. Not to be attached to steel siding or PVC fencing. Trellis adjacent to fences can be no higher than 1 Ft. above the fence or a maximum of 6 Ft. from the ground. A lattice may not be erected as a substitute for an approved fencing design. Vines will not be allowed to grow under the metal siding, eaves and chimney. Owners are responsible for damages and removal of vines that grow under or damage building surfaces/structures. **Note:** Floral growth should not extend onto adjacent Unit's courtyard or back patio areas.
- Hanging Floral Pots - Patios and courtyards. Not to be attached to steel siding or attached or hung from the PVC fencing.
- Plastic Window Well Covers - Window well covers **ARE REQUIRED** at the expense of the homeowner. Window well covers are necessary to help prevent water damage in the basement. Failure to adequately cover a window well that results in water damage will be an owner's liability for claims.
- Patio Carpeting - Harmonious to Unit color.
- Signage – Appropriate signage (such as identification of name, address, or "Beware of Dog") may be hung from PVC Fencing, **and may NOT be attached by adding holes to** siding or fencing materials. Suggested method of attachment is fishing line or plastic ties in a color to match.
- Air-Conditioning/Cooling –
  - Attic fans not requiring roof penetration
  - Small window fans or window and must be mounted flush to the exterior of window frame
  - Internal Swamp Coolers



## **CATEGORY C – ALTERATIONS THAT ARE NOT ALLOWED**

1. **Air-Conditioning/Cooling**
  - Any exterior attached or protruding window air-conditioners
  - Any roof top swamp coolers
2. **NO antennas are allowed on Unit roofs**
3. **NO window awnings or exterior window coverings may be installed**
4. **NOTHING is to be attached to the exterior metal siding, vinyl fence and other exterior surfaces**

## **VI. USE & MAINTENANCE OF UNITS COMMON AND LIMITED COMMON AREAS**

Do **NOT** contact on-site HOA maintenance person or any Board member. All requests for normal maintenance should be phoned, faxed or e-mailed to Westwind Management.

See **Addendum A: Maintenance Request form**  
also See **Addendum D** for easy reference of responsibilities

### **1. Doors – Exterior and Garage**

- Mechanical maintenance and replacement of exterior doors and garage doors is the responsibility of the individual Unit Owner. The Board can require replacement of doors that are damaged, obsolete, or poorly maintained and/or repaired. The Board can condemn doors to enforce replacement.
- The HOA paints and maintains all exterior front doors and garage doors, with the exception of wooden doors. The mechanical workings of all exterior doors and garage doors are the responsibility of Unit Owners. This provision includes all latches, locking mechanisms, hinges, and remote garage openers.
- Garage doors must be kept closed except when in use. This is required for security, safety and appearance reasons.

### **2. Electrical Boxes**

- Owners are responsible to inspect, maintain, repair, or replace their electrical box(s). Written permission must be obtained before the following work can begin: replacing the electrical box or adding conduit to it for additional external electrical lines. Any secondary exterior electrical boxes in addition to or separate from an existing one requires written approval.

Furthermore, circuit box replacement/installation must be approved and a permit issued by the City of Aurora. If a new electrical meter is needed or required when replacing an electrical box, Xcel Energy must be contacted. Any construction, placement, or pouring of a concrete footing or pad to facilitate an electrical box or meter on the ground must be approved by the HOA.

This action requires a Restrictive Covenant Agreement to be executed and recorded for public notice to future owners.

### 3. Fences

PVC (white vinyl) Fencing Warranty Guidelines and Restrictions are as follows:

- **Creating holes in the fence is prohibited.**
- Property Owners are responsible for **all** damages.
- The HOA maintains all front courtyard fences including hinges and latches. However, if repair or replacement of fence and gate is required due to negligence as determined by the HOA, the Owner will be responsible for repair costs. This includes damage from courtyard landscaping (trees, roots, garden beds, etc.).
- The installation and maintenance of back patio fences is the sole responsibility of the Owner and subject to HOA Architectural Controls. Owners seeking written permission to install a patio fence must be complete *Addendum B: ACC form*. Fence design/construction must match front courtyard fences installed by the HOA, including height. For fence specifications see *Addendum C: ACC Guidelines*.
- The HOA can require repair(s) and/or condemn back patios for appearance, safety, or rule violation reasons.
- PVC cannot support heavy weight items! Examples include: planters hanging off the top rail, garden hose holders, bird feeders and/or baths, etc. Light items may be attached to the fence or gate with fishing line and/or white ties.
- Not permitted is using the fences as/for a retaining wall for dirt and rock as it will damage the fence. Dirt, rock or other landscaping materials may not come in direct contact with the fence.
- Do NOT operate cooking grills near vinyl fencing. Property Owners are liable for any heat or discoloration damage to vinyl fences.

### 4. Garages

- Owners are responsible to maintain and repair their garage as needed or required. This includes its concrete floor. Should the floor become cracked, sunken, heaved, or decayed, the property owner is responsible for repairs. The HOA must approve in writing any repairs before work starts. The only

exception is if the cause of cracking, sinking, heaving, or decaying is caused by an external force(s) under the control and responsibility of the HOA. An example would be tree roots coming from the general common area (HOA responsibility) that disrupt concrete structures. However, trees in an Owner's own limited common area could cause damages that the owner would be responsible to correct.

## 5. Home Businesses

- HRS does NOT allow any home business that increases foot/vehicle traffic beyond normal residential usage.

## 6. Patio Areas – Front Porch and Back Patio

- **Patio Area – Use and Maintenance**
  - Patios are for personal usage and enjoyment and not storage of personal property such as household appliances, storage boxes, etc. The HOA has jurisdiction over all limited common areas, including patios. Permitted uses includes: patio-outdoor furniture, safely located cooking grills, limited firewood storage, unused plant containers and gardening equipment, and toys of limited size and quantity. **Note:** Toys more than 3 ft. in height must be stored on a fenced back patio or in the fenced front courtyard.
  - Toys placed in in the community's common area must be removed by the end of that day
  - Installation of natural gas and electrical lines require written approval. ***This is also in section IV. ARCHITECTURAL CONTROL: EXTERIOR MODIFICATIONS & ALTERATIONS - CATEGORY A.***
  - If a Unit is non-compliant, the violation and fine process for the HOA will be imposed until the situation is remedied.
  - The Board can require repair/removal of unsightly decks, decomposing concrete back patios, outdated fences, patio carpet and other non-suitable features exposed to the community.
  - Gas and non-gas BBQs and fire pits for fire and safety concerns must be a safe distance from the Unit, trees, fences and structures.
- **Patio Awnings**
  - Requires written approval by ACC. Plans along with specifications, sample materials, installation instructions, photos, diagrams, etc. are required. ***Addendum B: ACC Form.***
  - Any damages resulting from installation are the responsibility of the property Owner. All damage must be repaired within a timely manner or penalties will be imposed.
- **Patio or Porch/Courtyard Hot Tubs and Play Pools**
  - Hot tubs require written permission before installation. Hot tubs may be installed on either front porches/courtyards or back patios, but only one

hot tub per Unit. Power hook-up for a hot tub requires separate written permission. **Addendum B: ACC Form**

- Play pools are allowed in front fenced and back fenced patios only.

## 7. Plumbing and Sewer – and Emergency Plumbing and Sewer

**FIRST call Westwind Management 303-369-1800.  
Follow the voice prompts to reach the Emergency contact.**

**IF YOU DO NOT SPEAK TO SOMEONE - YOU MUST LEAVE A  
MESSAGE TO CREATE A RECORD FOR SUBSEQUENT ACTION!**

**(After-hours and weekends, there is an on-duty manager who should return calls within 30 minutes.)**

**If you do not speak to someone – or receive a response within 30 minutes, you may then contact HRS' official plumber: AAA JETTING 303-914-9551 or 720-545-6763.**

**Owners/Tenants who do not contact Management and/or who use a plumber other than AAA Jetting will be liable for plumbing costs in excess of what AAA Jetting would have charged had they been called and made repairs.**

- When any plumbing issues arise, the Owner/Tenant is to contact Management - including after hours and weekends.
- Interior plumbing is the responsibility of the homeowner. Interior plumbing elements are defined as: plumbing elements not shared in common with other Units in the building.
- If it is determined that the plumbing problem occurred in Owner's Unit, or was caused by Owner or Tenant, Owner is responsible for the costs - even if AAA Jetting was dispatched by Management.
- If plumbing problem is determined to be in a common lateral line and Management has handled the issue, the HOA will pay the costs.

All Owners and Tenants should know where their water shut off valves are located in their Units. Each building, except for the ranch units, also has a master water shut-off valve in one of its other units. These water shut-off valve units are shown in *MAP #2 - MASTER WATER VALVE SHUT OFF LIST* and the Location List by Building Number.

## 8. Prohibited Uses

- For safety purposes and prevention of property damage concerns, organized sport activities, ball playing, and skate boarding are not allowed in Common Community Driveways or Visitor/Residential Parking Areas.

Use of the Community Park or Aurora sport park facilities is encouraged for such activities.

- Chalk drawing should be confined to Owners’ driveways.
- Play pools are NOT allowed in any Common Area.

**9. Sump Pumps**

- Owners are responsible for indoor sump pump shafts and pumps. If a sump pump is required to mitigate water in a basement, HOA written permission is required via the ACC request process. Owners are responsible for installation and maintenance/repair costs.
- The HOA is responsible for all outdoor sump pumps.

**10. Window and Screens**

- Mechanical features of windows are the responsibility of Unit Owners and not the HOA.
- All windows require a screen.
- Owners are responsible for all damages to windows and screens, including window washing and maintenance. Damage loss is an Owner’s responsibility.

**VII. CLUBHOUSE/POOL**

**1. Clubhouse**

- The HRS clubhouse is for its residents only (Owners and Tenants), using a signed lease agreement obtained through Westwind Management. Owners are responsible for Tenants use. The Renter must be on-site during the active usage of the clubhouse. No outside rentals are permitted. *see **Addendum F** for a complete copy of the Rental Agreement*
- A tiered structure based upon group size will be utilized to determine the amounts of the rental fee, damage deposit and cleaning fee. Renter agrees to pay the required sum for the rental of the clubhouse for the period specified. Payment must be made in advance prior to receiving the key to the clubhouse. Payment by check that does not clear the Renter’s bank will cause an additional charge of \$50 and will be assessed to the Owner’s account in the same manner as a maintenance fee.

Check One	Size of Group	Rental Fee (per day)	Damage / Security Deposit	Pool Penalty Deposit (May to Sep)	I Will Clean	Professional Clean \$150.00
	20 or less	\$75.00	\$200.00	\$100.00	Y - N	Y - N
	21 - 60	\$100.00	\$200.00	\$100.00	Y - N	Y - N
	61 - 100	\$125.00	\$200.00	\$100.00	Y - N	Y - N
	101 - 160	\$200.00	\$500.00	\$100.00	n/a	mandatory

**Note: Rental fees and deposit fees are subject to change.**

- A damage deposit will be required for all rentals. The damage deposit check must come from the resident only and will be returned within 72 hours if the building is left in order.
- Clubhouse renters must sign a rental agreement, and agree to abide by its terms. Rental of clubhouse does not include use of pool, which is reserved for the residents of the community. **NON-OBSERVANCE OF THIS POLICY WILL RESULT IN FORFEITURE OF YOUR POOL PENALTY DEPOSIT.**
- Facility reservation will not be confirmed until the fee and security/damage deposit is received by Management and the agreement is executed.
- Westwind will inform Security of all approved rentals and contact information for each Renter. Security will maintain a log of renting activity in their office. Security will visit the event at least twice during the rental. If at any time Security finds that the rental contract was not filled out in a factual manner or they have any concerns about an event for any reason, they will notify the Renter and Security has the option to terminate the event or summon additional security to be present for the duration of the event. Additional costs incurred for security will be billed to the Renter.
- The clubhouse is a non-smoking facility. No smoking is allowed within the building. No smoking is allowed within 25' of the front entry. Smoking is allowed in designated areas only.
- No one under 18 years of age is permitted in the building unless chaperoned by an adult resident. Teenage parties must be chaperoned by a parent and no alcoholic beverages are permitted at these parties.
- With the exception of New Year's Eve, all rental functions will be completed by 12 midnight – INCLUDING CLEANING. Due to both Aurora noise ordinances and the fact that the clubhouse is located within the interior of the HRS Community, all rental function attendees will control the noise to a reasonable level. Before 9pm, such noise levels are defined as 55 DBA as defined by the Aurora Noise Ordinance Zoning Code. After 9pm, such noise levels are 45 DBA as defined by the same Code. If noise exceeds this level, Security will be called to enforce these restrictions. HRS is a residential community and these restrictions are important in order to maintain a balanced community environment for all residents.
- Renter assumes all liability for functions held and agrees to indemnify, release and hold harmless the Association, its directors, agents and volunteers against any claim, suit, demand, damages or causes of action related to the Renters use of the facilities. Renter agrees to hold the HOA harmless for any injury or damage caused to or by any person during the period in which Renter has care and control of the clubhouse by virtue of this agreement.
- Notwithstanding any information above, Renter is liable for ALL damage to the clubhouse or any attendee of the function during the period of usage. Renter agrees that no property or liability insurance policy of the HOA shall be used to offset damage done by or the Renter or any of his/her guests or invitees. If damage exceeds the amount of deposit the balance will be

charged against the Owners account in the same manner as a maintenance fee.

- If additional tables are needed you must notify Management at least five (5) business days prior to your event so that Management can arrange to have the tables removed from storage.

## 2. Swimming Pool

Prior to 2015, all Owners were issued a pool key to access the swimming pool area which is fenced and secured with a locked gate. If this key is lost, a \$25.00 fee will be assessed for replacement.

In 2015 the Board adopted the use of pool ID bands to be used at the pool to help with security of our pool and the legal use of the pool and its area by residents. These ID bands were sent to all Owners at HRS.

The ID bands are now a legal part of the title to the property and must be transferred to a new Owner upon the sale of the property. The loss or replacement of each pool ID band sent to the Owner(s) is \$50.00.

Owners were sent six pool ID bands. Two green for resident adults, two yellow visitor adults and two smaller yellow visitor youths. Tenants wishing to use the pool will need to obtain pool ID bands and the pool key from the Owner.

**All persons using the pool or pool area do so at their own risk and sole responsibility.**

The HOA assumes no responsibility for accidents or injuries in and around the pool.

Persons using the pool agree with the Owners and Association for and in consideration of the use of the pool as an added facility, to make no claim against the Owners or Association on account of any loss of life, personal injury, or damage to or loss of personal property, except where such loss, injury, or damage can be clearly proven to have resulted from and was caused by the direct negligence of the Owners or his Agents, in the operation, care, and maintenance of the premises or any portion thereof or facility upon property of which the premises are a part.

- To enter the pool area or use the pool, an Owner or Tenant must have a key to open the gate AND a pool ID band. If someone is trying to enter and does not have a key or ID band - DO NOT let them in! If another Owner, Board member, or Security asks to see your key or ID band and you do not have it, you will be asked to leave the pool and its area immediately. Security or the police will be called if there is resistance.
- Only Owners/Tenants and guests may use the pool and facilities; and with the understanding that they comply with all posted Swimming Pool Rules & Regulations.

*see **Addendum E:** for the complete list of Rules & Regulations*

- If an Owner/Tenant should like to hold a party at the pool, they will be limited to a total of 26 attendees due to safety and other concerns. The original six pool ID bands the Owner/Tenant has in their possession, plus they can rent an additional 20 pool ID bands from Westwind Management. Please contact Westwind for complete details.
- If Security or police has to be called on an Owner/Tenant or guest for non-compliance of pool rules, pool privileges may be revoked.
- Cost(s) of any property damage shall be charged to the responsible person(s).
- All residents or guests under the age of 16 must be accompanied by a supervising adult when using the pool and facilities.
- The pool may be closed at any time due to breakdown, weather, other operational issues, and the discretion of the Board.
- Please report any pool malfunction to Westwind Management.
- Adult swim time has been set from 8:00am to 9:00am and 6:00pm to 7:00pm daily.
- Renting the clubhouse does not include usage of the pool area. Clubhouse rental may utilize the gas grills on the pool deck and balcony only.

## VIII. LANDSCAPING & WATER USAGE

### 1. Landscaping - three categories:

- HRS landscaping in the common and limited common areas
- personalized landscaping inside Unit courtyard
- landscaping outside a Unit's boundary

See **Addendum D** for easy reference of responsibilities.

**You must call Xcel at 811 prior to digging on limited or common area ground no matter how minimal the digging may be for a planting or installation project. Allow at least 3 days for them to come and mark the lines.**

Digging without a "locator map" will make the property owner liable for all damages (gas, electrical, water lines; cable and phone lines; injury or damage litigation; and service disruptions; etc.

- The Landscaping Committee controls common and limited common areas. This includes overgrowth of an individual Unit's garden landscaping onto adjacent property.



- All requests to landscape on Common Area land must have written approval by the HOA before work is started.
- When a landscape or tree/shrub issue arises, Owner/Tenant is to contact Management - including after hours and weekends. If Owner and/or Tenant by-passes Management and contacts landscape/tree contractor directly to place work order, the Owner/Tenant will pay the charges.
- Each Unit Owner is responsible for additions to and maintenance of landscaping (including trees) within their limited common areas (front courtyards or back patio area).
- As of May 1, 2016, Owners who have planted or have garden beds in Common Areas are responsible for them along with the following:
  - Any damage to these areas is the Owner(s) responsibility.
  - This responsibility for maintenance of garden bed(s) will be transferred to a new Owner or tenant (but still an owner's responsibility) if and when the home is sold or rented.
  - If and when an existing garden bed(s) is declared abandoned and/or unsightly by the HOA, the HOA will contact the the Owner. If the problem is not resolved to the satisfaction of the HOA, the flower/garden beds may be taken over by the HOA, removed, or modified at an Owner's expense.
  - No additional or personal landscaping in the common area is allowed.

## 2. Water Usage

- Owners/Tenants may only hand water grass and plants outside of their fenced areas. All watering must be in accordance with the City of Aurora watering restrictions.
- No watering of the golf course is strictly prohibited.
- **Stationary sprinklers are prohibited outside of Units fenced area(s)!**
- **Washing of cars is strictly prohibited!**

## IX. MISCELLANEOUS

### 1. Communication Devices: TV and Phone

*Please see specifics in **Addendum C: ACC guidelines***

### 2. Garage Sales – Estate Sales

- HRS has one authorized annual community garage sale. This is organized by the Board and held for an advertised three day consecutive period only.
- Garage sales are not permitted at any other time.

- Garage doors may be open or closed for display of goods or entry into the Unit. At the end of the sale, all signs and tables outside the Unit must be removed and the garage door closed.
- Estate Sales and/or 'moving sales' are permitted only when submitted in writing and approved by the Board. Please contact Westwind for full details.

### 3. Grills

**Operating ANY cooking grill in a garage is strictly prohibited per the City of Aurora Fire Code.** This includes, but is not limited to gas, charcoal, propane and electrical. Violations resulting in damages and/or insurance claims might not be insurable losses if city code has been violated.

### 4. Tenant(s) – Rental Property

- Owners have the right to lease their Unit(s) under the following HRS restrictions: (a) no lease agreements less than a three month period, except for holdover tenancies at the end of a lease term; (b) all leases to be written agreements stating the Renter(s) subject to the terms and conditions of the HRS Declarations, Bylaws and Rules and Regulations.
- Owners, not the HOA are responsible to give Renter(s) a copy of controlling documents and the most current Rules and Regulations manual. Renter(s) are responsible to understand and follow HOA rules. Owners, not Renter(s), will be held accountable for violations and fines.
- For safety and security reasons, Owners are required to inform Westwind Management of their Renter(s) name and contact information within 30 days of tenant taking residency.

### 5. Trash Pickup and Recycling

The HOA pays for all trash pickup – including organic and recycling.

- Organic trash pickup day is every Tuesday. Recycle trash is picked up bi-weekly on Tuesday.
- Exceptions to trash pickup on Tuesday include: federal and state holidays (Memorial Day, Independence Day, Labor Day, etc.) seasonal holidays such as Christmas and New Year Day, and weather. If in doubt, please check the schedule mailed and/or the HRS website.
- Recycling must be placed in approved "recycle" containers. Please contact Westwind Management for details or the HRS website.
- Trash may not be set out prior to 6:00 PM the day before trash pickup.
- All trash cans must be removed by end of trash pickup day.
- Trash strewn by weather or animals is the responsibility of the Owner/Tenant to pick up!
- Trash cans should be placed on the corner of Unit driveways but not on the grass so as to interfere with the sprinklers or mowing. Do not block sidewalks or other driveways.

- Recycling dates are listed on the HRS website under the Calendar tab. Recycling date calendars are also mailed to Owners at the beginning of each year.
- Large/unsightly amounts of trash cannot be placed outside of Unit. This includes furniture, carpet, remodeling refuse and etc. These are special pickup items and Alpine Waste must be contacted at 303.744.9881 for putting these items outside.
- **NOT ALLOWED** are television sets, computers, and other electronic equipment. Landfills prohibit these and similar items. **Do not** place these items outside for trash pick-up!
- Violation of these rules: The HOA at its discretion can remove disallowed trash “dumped” outside of a Unit. Notice to remove will be given to the owners of record by phone call or email (correct contact info is an owner’s responsibility). Failure by the owner to correct in a timely manner will result in HOA action to remove and bill the owner for costs and or, the HOA will move the offending trash to the unit’s front courtyard behind its fence.

## 6. Unwanted Critters: Birds, Rodents, Insects, Reptiles

If you suspect there are rodents, birds, squirrels, raccoons, mice, etc. on your roof or in the chimney, **PLEASE DO NOT GO ON YOUR ROOF TO INVESTIGATE!**

**Contact Westwind Management to have roof areas reviewed by HOA responsible personnel.**

- Owners are responsible for exterminator or pest control expenses inside their Unit even if the birds/rodents/insects/etc. originated from outside the Unit. Owners are also responsible to mitigate pests in their limited common area(s). This also includes the attic. Contact Westwind Management for pest issues on common areas.
- Owners are responsible to protect their Unit(s) from unwanted access by birds/rodents/insects/etc. This includes, but is not limited to the following: wire screens on all vents - dryer, sump pump, radon, window, etc. Owners and Tenants are not allowed on the roof. Please contact Westwind Management to have HOA personnel investigate.

\* The HOA is responsible for wire screens on all chimney caps.

- Owners and Tenants are encouraged to be cautious feeding birds or other animals outside their Unit. This can attract unwanted creatures and create a public health problem.
- HRS does NOT allow raising chickens in the community.

## **X. PARKING**

### **1. HeatherRidge South's parking policy has the following objectives:**

- safe access and usage
- emergency vehicle requirements
- snow and ice removal
- insurance coverage and liability issues
- real estate values

Because HRS was conceived, planned, and constructed in the early 1970s, its physical layout and design reflects the lifestyle then: no SUV's, at most two cars per household, and garages used to park cars and not for storage or living space. Today's changing lifestyle with more and different vehicles puts new pressures on old rules.

HRS oversees and regulates all common and limited-common areas including interior driveways and general parking. It has no authority over the public roadways in the community, e.g., South Wheeling Way and South Xanadu Way. Vehicles that park on those two streets are subject to City of Aurora regulations.

### **2. HOA-Declaration Rules and Enforcement Powers for Parking**

- Declarations, Article VII, Section 12, states: "No commercial-type vehicles and no trucks shall be stored or parked on the Properties except in a closed garage, or in areas so designated; and, nor shall they be parked on any residential street except while engaged in transport to or from a building."
- Declarations, Article VII, Section 13, states: "All unused autos or vehicles of any kind, except as herein provided, shall not be stored or parked on any portion of the property excepted in a closed garage. Unused vehicles shall not be parked on any residential street or alley. "Unused Vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer." A written notice describing the "unused vehicle" and requesting removal thereof may be personally served upon the Owner and if such vehicle has not been removed in seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. If such Owner shall be a member of the Association, the cost shall be added to his next assessment."
- Declarations, Article V, Section 5 (b) states: "The Association shall have the authority to assess against any Owner a fine not to exceed the sum of ten dollars (\$10.00) for any violation of any of the covenants or conditions of this Declaration or Rules and Regulations issued there under for each violation and for each day such violation continues after written notice thereof is given."

### 3. HRS Regulation of driveway parking is based upon, but not limited to the following issues:

- Enforcement of garage utilization for cars and not for storage or living space;
- Parking areas for driveways, interior roadways, and general parking lots;
- Vehicle access and thoroughfare, especially emergency services
- Adjacent properties, congestion, general access, safety, and fire code
- Parking based on vehicle size, number, and vehicle design-usage
- Parking perpendicular or parallel to garage door
- Maintenance and snow operations
- Vehicle registration and licensing, appearance and operation

### 4. Rules:

- **NO parking of un-registered, expired plates, un-licensed or inoperable vehicles on HRS property.**
- Driveway parking is allowed on the concrete pad only.
- No more than two vehicles parked perpendicular to the garage.
- No more than one vehicle parked parallel to the garage.
- No parking in another Unit's driveways without permission.
- No vehicle may be "stored" outside a garage or in HRS parking lot areas for more than three days without written permission from Westwind Management.
- HRS policy requires all residents to park first in their garage before parking outside in front of the garage. Every HRS Unit has an attached two car garage for residents to park vehicles within on a daily basis.
- If parking is deemed hazardous or threatening to the safety and operation of the community, vehicle(s) will be towed. Towing costs will be the vehicle owner's responsibility.
- Should an emergency vehicle enter HRS and cause damage to vehicles or personal property, HRS is not responsible for the damages. All residents should have personal property and liability coverage to protect themselves from liability.
- Limited exceptions to parking rules will be considered on a case-by-case basis. Examples include: temporary construction, temporary storage, emergency situations, moving vans, recreational vehicles, etc. In all cases, written permission must be obtained from Westwind Management.
- No parking on or over sidewalks on S. Wheeling Way or S. Xanadu Way. Vehicles parked in driveways should park close to the garage door so as to not impede foot traffic or general or specific vehicle thoroughfare to public roadways or private garages/driveway parking.

## 5. Driveway Snow/Ice – Removal and Emergencies

Snow and ice removal is an Association function and expense. Parking in driveways in front of garage doors hinders snow and ice removal/mitigation and emergency egress.

Failure to follow the rules will result in the Parking Violation Process to be implemented.

- **Owners/Tenants must move vehicles parked in driveway to a garage or to a public roadway (S. Xanadu Way and S. Wheeling Way) before the snows falls. Failure to comply is subject to fines and/or towing.**
- **Blocked driveways will NOT be plowed and/or vehicle(s) towed or ticketed for snow removal.**
- Owners/Tenants may be liable for damages and injuries resulting from their failure to remove parked vehicles from their driveway.
- Only ice removal agents provided by the HOA shall be applied to sidewalks, driveways, or on common elements. The Owner will be financially responsible for repairs to any concrete surface if any other ice agent products are used and the result of such causes damage.

## 6. Community Parking Lots – Resident and Guest

- Please see *Map #1: HRS Address Numbers and Parking Lots*
- Parking is limited to Owners, Tenants and guests
- Vehicles cannot be stored in parking areas
- Vehicles must be moved from parking areas within 72 hours (3 days)
- **NO** parking is allowed in the Clubhouse parking lot unless for a function or attending to business on the premises

## 7. Garage Violation Process

- Violators will be ticketed specifying the violation, correction, and recourse.
- Repeat violations will be ticketed and fined. Notice will be mailed to the property identified with the vehicle(s). Written notice will specify:
  - Violation description
  - Corrective action needed
  - Hearing before the board (possible fine)
  - Order to tow vehicle (Owner's expense)
  - Civil action

## XI. PARKS – within HRS COMMUNITY

- Community Parks are for HRS Owners, Tenants and guests only.
- Please pick up trash and please use provided receptacles.
- Pet feces must be picked up immediately as per City of Aurora Code.

- Park Curfew is 10pm – Dawn.
- Parks are patrolled regularly by HRS’s private security contractor.

## **XII. PETS**

- Laws and regulations of the County of Arapahoe and/or the City of Aurora and/or the HeatherRidge South Homeowners’ Association will apply to all pets and their owners. Pet owners must comply with all laws and HOA Rules and Regulations concerning all pets, and shall ensure that their pet does not interfere with other residents of HRS quiet use and enjoyment of the property.
- Household pets that are reported as a nuisance to others will be initially referred to the City of Aurora.
- Animals will not be leashed or anchored to any object in Common Area space; nor may any animals be left unattended or unleashed in Common Area space.
- Pet feces may not be left uncollected within all Common and Limited Common Areas of HRS, and must be removed immediately upon deposit by the pet custodian. It is unlawful, according to the City of Aurora code, to permit excessive excrement to accumulate on any property, to the degree that it becomes offensive or injurious to health. This includes Common & Limited Common Areas directly surrounding the Owner’s Unit.
- Pet feces must be removed regardless of its location (front courtyards, back patios, garage, home interior, etc.) by the person in control of the pet. The feces will not be allowed to be swept or washed outside onto the Common Area.
- Pet owners are financially responsible for any injury, disturbance(s) or property damage (such as common area grass or any fences) their pets may cause or inflict.

## **XIII. SIGNS**

**NO** signs will be permitted without HRS Board approval – except for the following:

### **1. Flags**

#### **American Flag Display Specifications:**

- American flags can be displayed in Unit windows, limited common front and back patio areas and in garden areas.
- At maximum, size must not be greater than 36” x 60” and flags must be displayed in accordance with the Federal Flag Code.
- Flag poles may not be installed in common areas.
- Flags may not interfere with lawn maintenance and irrigation.

### **Service Flag Display Specifications:**

- The display of a service flag bearing a star denoting the service of an active or reserve military service personnel during a time of war or armed conflict, can be displayed on the inside of a window or door of the Unit.
- The service flag size allowed is 9" x 16".

### **Seasonal or Sports Team Flags:**

- Flags can be displayed in Unit windows, limited common front and back patio areas and in garden areas.
- At maximum, size must not be greater than 36" x 60".
- Flags may be hung from PVC Fencing, **but may NOT be attached by adding holes to** siding or fencing materials.
- Flags may not interfere with lawn maintenance and irrigation.

## **2. Political Sign Specifications**

### **Political Sign Specifications**

- Political signs, with a maximum dimension of 36" x 48", may be placed in a Unit window no sooner than 45 days before and no later than seven days after an election.
- One sign per political office and one sign per ballot issue is allowed per Unit.

## **3. Real Estate**

- "For Sale" or "For Rent" signs must be placed on the interior side of one window only and removed immediately upon the sale or rental of the Unit.
- Freestanding "For Sale" and "For Rent" signs are NOT allowed outside the Unit. Sign violations will cause the signs to be removed by the HOA for immediate disposal.
- Freestanding "Open House" signs may be placed in common areas only during the day of the open house but must be removed at the conclusion of the open house. Any such signs found after an open house has closed will be removed and immediately disposed.

## **4. Miscellaneous**

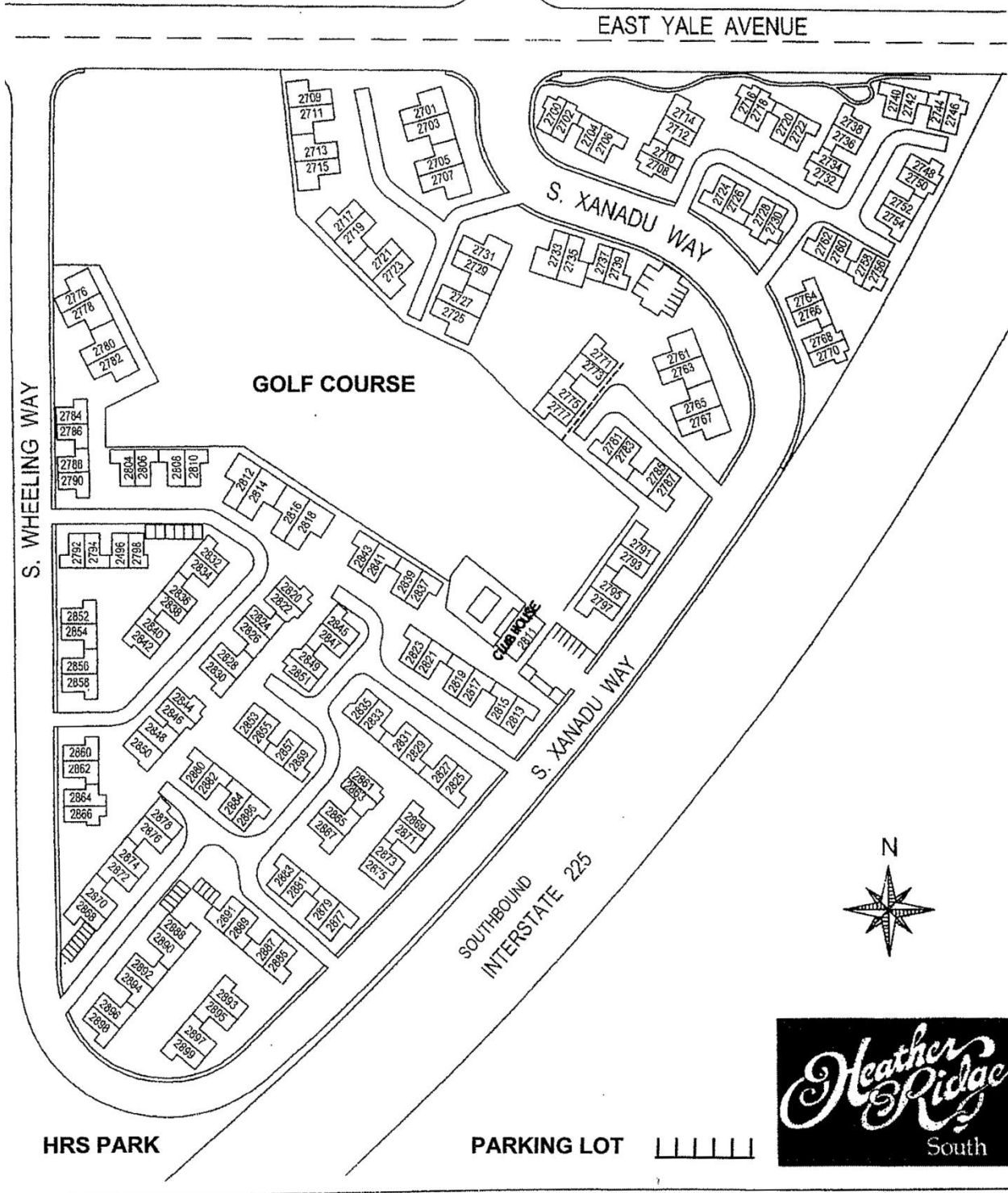
- Appropriate signage such as identification of name, address, or "Beware of Dog" may be hung from PVC Fencing, **but may NOT be attached by adding holes to** siding or fencing materials. Suggested method of attachment is fishing line or plastic ties.

## **XIV. MAPS and MASTER WATER SHUT OFFS**



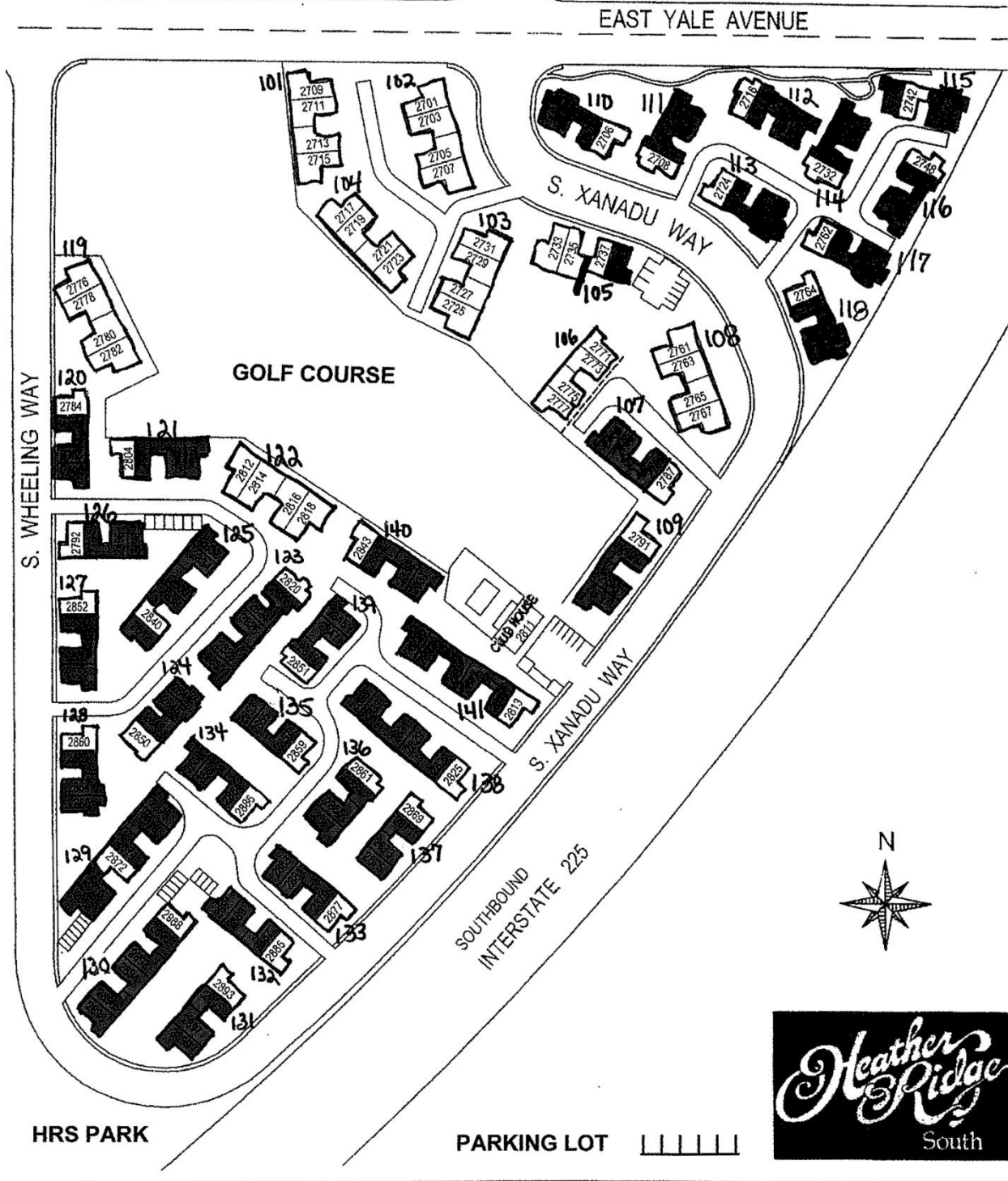
**MAP #1  
HEATHERRIDGE SOUTH  
ADDRESS NUMBERS AND PARKING LOTS**

**Map #1: HRS Address Numbers and Parking Lots**



**MAP #2  
HEATHERRIDGE SOUTH  
BUILDING NUMBERS &  
MASTER WATER VALVE SHUT OFF LOCATIONS**

**Map #2: HRS Building Numbers  
& Master Water Valve Shut Off Locations**



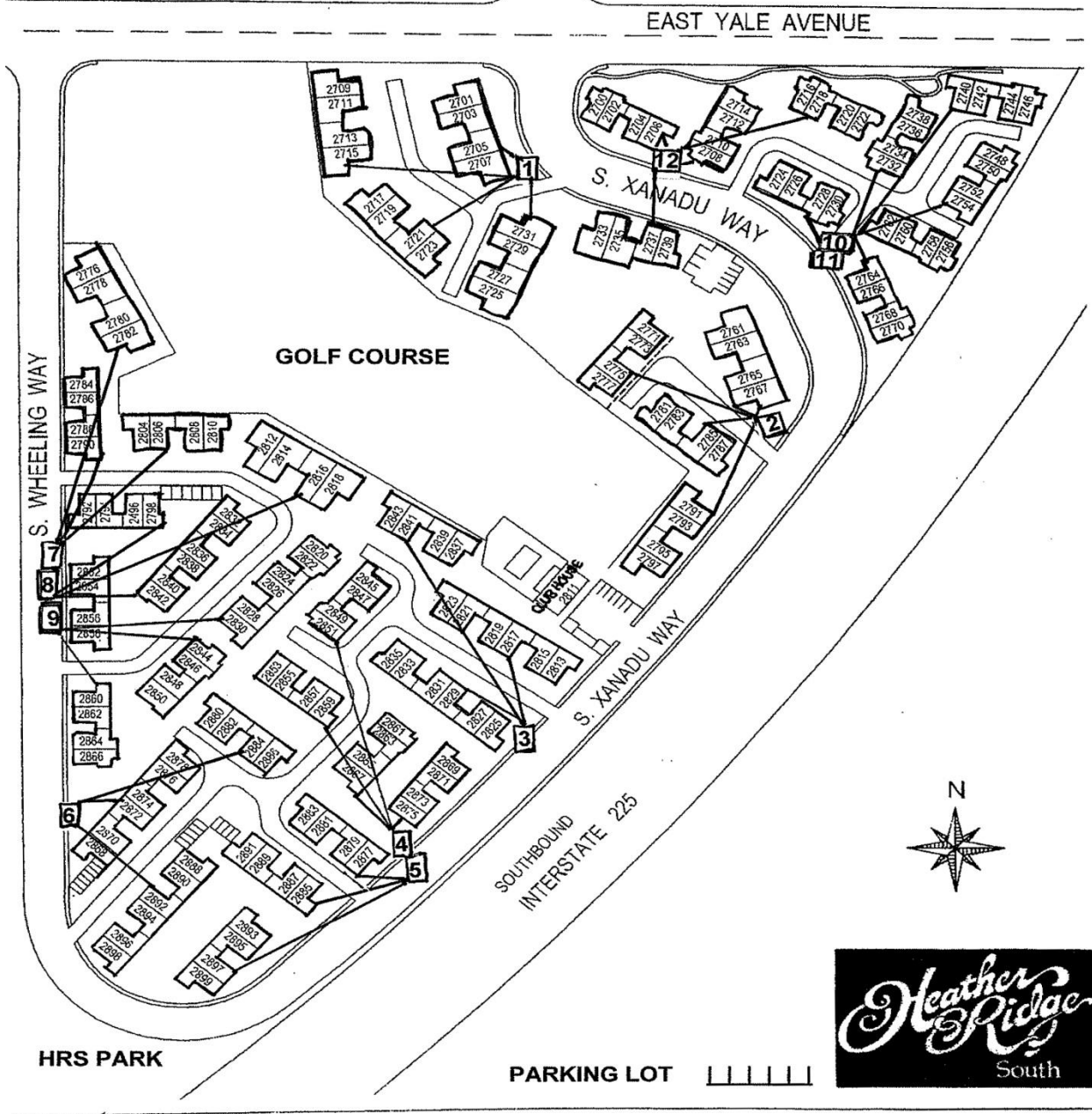
**HEATHERRIDGE SOUTH  
MASTER WATER VALVE SHUT OFF LIST  
BY BUILDING NUMBER**

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<b>UNIT ADDRESS FOR MASTER WATER VALVE SHUT OFF</b>			
<b><u>BUILDING</u></b>	<b><u>UNIT with SHUT OFF</u></b>	<b><u>BUILDING</u></b>	<b><u>UNIT with SHUT OFF</u></b>
105	2737 S. XANADU WAY	126	2792 S. WHEELING WAY
107	2787 S. XANADU WAY	127	2852 S. WHEELING WAY
109	2791 S. XANADU WAY	128	2860 S. WHEELING WAY
110	2706 S. XANADU WAY	129	2872 S. WHEELING WAY
111	2708 S. XANADU WAY	130	2888 S. WHEELING WAY
112	2716 S. XANADU WAY	131	2893 S. XANADU WAY
113	2724 S. XANADU WAY	132	2885 S. XANADU WAY
114	2732 S. XANADU WAY	133	2877 S. XANADU WAY
115	2742 S. XANADU WAY	134	2886 S. WHEELING WAY
116	2748 S. XANADU WAY	135	2859 S. XANADU WAY
117	2762 S. XANADU WAY	136	2861 S. XANADU WAY
118	2764 S. XANADU WAY	137	2869 S. XANADU WAY
120	2784 S. WHEELING WAY	138	2825 S. XANADU WAY
121	2804 S. WHEELING WAY	139	2851 S. XANADU WAY
123	2820 S. WHEELING WAY	140	2843 S. XANADU WAY
124	2850 S. WHEELING WAY	141	2813 S. XANADU WAY
125	2840 S. WHEELING WAY		
<b><u>PATIO UNITS HAVE MAIN SHUT OFF AT WATER METER</u></b>			
<b><u>BUILDING</u></b>	<b><u>UNIT</u></b>	<b><u>BUILDING</u></b>	<b><u>UNIT</u></b>
101	PATIO S. XANADU WAY	106	PATIO S. XANADU WAY
102	PATIO S. XANADU WAY	108	PATIO S. XANADU WAY
103	PATIO S. XANADU WAY	119	PATIO S. WHEELING WAY
104	PATIO S. XANADU WAY	122	PATIO S. WHEELING WAY

**MAP #3  
HEATHERRIDGE SOUTH  
POSTAL BOXES**

**Map #3: HRS Postal Boxes and Addresses Served**



Adopted on this 26th day of April, 2016 by the  
HeatherRidge South Board of Directors

\_\_\_\_\_ Board Secretary

**ADDENDUM A**  
**HEATHERRIDGE SOUTH HOMEOWNER**  
**MAINTENANCE REQUEST FORM**

Please complete this form and return to Westwind Management.

Fax: 303.369.0007

EMAIL: [janelle@westwindmanagement.com](mailto:janelle@westwindmanagement.com) or [Audrey@westwindmanagement.com](mailto:Audrey@westwindmanagement.com)

MAIL: Westwind Management Company, 27 Inverness Drive, Englewood CO 80112

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is a:

Request for information \_\_\_\_\_  
\_\_\_\_\_

Report of problem: \_\_\_\_\_  
\_\_\_\_\_

Request for Action by Westwind Management: \_\_\_\_\_  
\_\_\_\_\_

Request for Action by Board of Directors or Committees: \_\_\_\_\_  
\_\_\_\_\_

Feedback or Recommendation: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has this matter been previously reported?      Yes      No

If yes, when and to whom? \_\_\_\_\_  
\_\_\_\_\_

Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_

Your Email: \_\_\_\_\_

Your Phone: \_\_\_\_\_ / \_\_\_\_\_

(DAY)

(EVENING)

**Additional Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDENDUM B  
HEATHERRIDGE SOUTH  
ARCHITECTURAL CONTROL COMMITTEE HOME IMPROVEMENT  
REQUEST FORM**

I understand that I must receive approval of the Architectural Control Committee (ACC) in order to proceed.

I understand that I am responsible for checking with the City of Aurora for any required permits.

I have read any accompanying instructions or modifications HOA ACC and will comply.

I understand if this approved project does not start within 90 days, I will have to re-apply.

I understand that all projects are subject to final inspection by the ACC. The City of Aurora inspection(s) are separate.

Applicant Name \_\_\_\_\_ Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

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

Painting       Windows       Fencing       Skylight/Vents/Fans       Front Porch/Patio

Back Patio       Door - Patio       Door – Front       Door – Garage

Other – specify: \_\_\_\_\_

**Proposed Improvement:** (Describe fully, include paint chips, building materials list, landscape plan, fence layout, site plan, elevation drawings and other plans or brochures.) Attach additional description pages as necessary.

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Planned Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: If you have not been contacted by Westwind, please do not assume your form was received. For your protection, do not begin any changes or improvements until you have received written approval through Westwind. Approval decision should be available within 30 days of submission.**

**-- DO NOT WRITE BELOW THIS LINE - COMMITTEE ACTION - TWO SIGNATURES REQUIRED HERE --**

Date Received (Westwind): \_\_\_\_\_ Date to ACC: \_\_\_\_\_

Approval Date: \_\_\_\_\_ Committee Member Signature \_\_\_\_\_

- The request is approved as submitted.
- The request is approved subject to the following requirements. (See comments below for details.)
- The request is disapproved for the following reasons. (See comments below for details.)

Comments: \_\_\_\_\_

**ADDENDUM C  
HEATHERRIDGE SOUTH  
ARCHITECTURAL CONTROL COMMITTEE GUIDELINES**

ACC requests must be submitted in writing through Westwind Management and to the Chairperson, Architectural Control Committee. A detailed plan with picture or brochure showing the actual item or items to be installed must be submitted with your request. Approval must be received before any change is undertaken.

**NOTE: If any change is made without approval, the Association may require that it be restored to the original condition at the homeowner's expense.**

**1. PATIO DOOR REPLACEMENT SPECIFICATIONS**

- In all cases, Units with two Patio Doors, both Patio Doors must be the same design.
- Patio Doors and Door frames must be white.
- Patio Doors may be hinged (i.e. French Doors) or Standard Sliders, but both patio doors must be the same design as noted in #A. Hinged doors must open to the interior of the Unit.
- Patio Doors must be installed professionally and the homeowner is responsible for the repairs of any damage to the exterior of the Unit.

**2. WINDOW REPLACEMENT SPECIFICATIONS**

**NOTE:** Slider (horizontal) windows are not allowed.

- Window frames and grids must be white.
- Windows must open vertically, may be single or double hung.
- Windows must maintain the same colonial/traditional square type grids as the original windows (i.e. with the appropriate grid/mullion pattern).
- Windows must be installed professionally and the homeowner is responsible for repairs of any damage to the exterior siding.

**3. GARAGE DOOR REPLACEMENT SPECIFICATIONS**

- Material: Steel only
- Color: White
- Design: Raised Panels – Eight Horizontally and Four Vertically

\* no windows are allowed in the garage door

**4. ENTRY DOOR REPLACEMENT SPECIFICATIONS**

- Exterior Door may be vinyl, fiberglass, wood or steel.
- Exterior Door must be white. Permission to change the color of any exterior entry door must be approved through the ACC Committee and if granted, the homeowner will be responsible for the periodic painting of said door.
- Exterior Door may be single door with decorative side trim or a double wide door. Transoms above the door are not allowed.



- Exterior Door must be installed professionally and the homeowner is responsible for repairs of any damage to the exterior of the Unit.

## 5. SECURITY WINDOWS and SECURITY DOOR 'BARS'

- Material: Steel or Fiberglass
- Color: White
- Design: Vertical

**NOTE:** A Restrictive Covenant Agreement must be completed and filed (through Westwind) with the Arapahoe County Clerk.

## 6. BACK FENCE POLICY & SPECIFICATIONS

- All new or replacement rear fences will be 4 ft or 5 ft high, and made of white vinyl PVC material specifications for the style, material and installation criteria are listed below.

The following general information will apply:  
Fence dimensions:

Height: 4 ft. or 5 ft.

Depth: (extending outward from Unit) is not to exceed 11 ft.

Length: variable per unit not to exceed the boundaries of each Unit

Requests for any exceptions to the above policy will be considered on a case by case basis by the HeatherRidge South Board of Directors and must have a majority of Board member votes to be approved.

### Specification of Materials

- Height: A) 4 ft. overall, 2 rail or B) 5 ft. overall, 3 rail
- Style: PVC, spaced board style (3/4" spaces between boards)
- Color: White
- Posts: 4 ft. = 5" x 5" x 6 ft. (160 wall thickness pure resin, includes cap)  
5 ft. = 5" x 5" x 7 ft. (160 wall thickness pure resin, includes cap)
  - Set – minimum 24" depth, 10" diameter hole, fully encased in concrete
  - Exposure – approximately 60" above final grade
  - Spacing – maximum 6 ft. on center
- Caps: 5" outside Pyramid Caps, glued to posts
- 5" Outside Gothic Caps for Gate Latch and Hinge Posts
- Gate Post Inserts: 4.5" x 4 ft. 16 gauge Formed Steel
- Post Inserts: 4.5" x 4 ft.
- Rails: 1.5" x 3.5" x 6 ft. 100" wall thickness, pure resin 2 & 3 rail construction. Rails are to be installed into pre-routed holes in posts, and held in place through the use of compression tabs, 4 per rail end.

- Boards: 7/8" x 3" 0.063 in outer wall, 3/4" space between boards. Boards are to be installed vertically and plumb into pre-routed rails.
- Gates: approx. 42" opening x 4 ft. or 5 ft. Deluxe Single Walk Gates, with HD Butterfly Hinges and HD Post Latch.

## **7. SATELLITE DISH SPECIFICATIONS**

- All dishes are to be installed by a professional dish installer.
- The line of sight to the satellite, as well as aesthetic visibility at the point of attachment to the Unit, determines the position of the dish. If possible, the dish has to be installed on the back side of the Unit and in the most inconspicuous manner.
- ACC Chairperson must be contacted prior to installation so that Chairperson can arrange to be there at the time of installation.
- All cables are to be hidden or painted to match the Unit by the cable company.
- A Restrictive Covenant Agreement must be completed and filed through Westwind with the Arapahoe County Clerk.
- Any damage to the building (i.e. roof leaks, siding penetration, etc.) due to the installation of the satellite dish will be repaired at the Owner's cost.
- Satellite Dishes that are no longer in use must be removed professionally and any damage to the roof or other material from the removal of the dish will be repaired at the Owner's cost.
- Any removal and/or re-installs for maintenance activities (roof replacement, siding replacement, roof repairs, etc.) will be the Owner's responsibility and cost.

## **8. TV /TELEPHONE CABLE SPECIFICATIONS**

- Minimization of the visibility of the cable wires will be required when possible. Use of drainpipes and other peripheral building structures will be used to hide wires whenever possible.
- The cable will penetrate the siding at the nearest point of available entry from the dish or cable box. The Unit Owner is responsible for the internal running of cable inside the home.
- All cables are to be hidden or painted to match the Unit by cable company.
- Any damage to the building (i.e. roof leaks, siding penetration, etc.) due to the installation of the satellite cable will be repaired at the Owner's cost.
- Any removal and/or re-installs for maintenance activities (roof replacement, siding replacement, roof repairs, etc.) will be the Owner's responsibility and cost.

**ADDENDUM D  
HEATHERRIDGE SOUTH  
MAINTENANCE RESPONSIBILITY QUICK REFERENCE LIST**

May 2016 Addendum F

MAINTENANCE REPAIR DESCRIPTION	RESPONSIBILITY		INSURANCE	
	HOA	OWNER	HOA	OWNER
<b>BUILDING EXTERIOR</b>				
BUILDING STRUCTURE, FRONT PORCHES	X		X	
CHIMNEY REPAIRS OUTSIDE UNIT	X		X	
CHIMNEY, FIRE BOX, FLUE REPAIRS -INSIDE UNIT		X		X
EXTERIOR SIDING, EXTERIOR PAINTING, BRICK, TRIM, OTHER EXTERIOR SURFACES	X		X	
FOUNDATION & INTERIOR FLOOR SETTLING		X		X
GARAGE DOORS (COLOR WHITE ONLY)		X		X
GARAGE DOORS PAINTING (NO WOOD DOORS)	X			
GARAGE LIGHT FIXTURES OUTSIDE OF UNIT, BULB REPLACEMENT	X		X	
GUTTERS & DOWNSPOUTS	X		X	
REAR PATIOS & DECKS		X		X
ROOF SHINGLES, ROOF UNDERLAY	X		X	
SKYLIGHT, FANS, ANY OTHER UNITS APPROVED TO PENETRATE ROOF SURFACE		X		X
WINDOWS, FRAMES, PATIO DOORS & DOOR FRAMES, FRONT DOORS & FRAMES		X		X
<b>UTILITIES</b>				
AIR CONDITIONING UNITS & LINES		X		X
ELECTRIC CIRCUIT BOXES SERVICING EXCLUSIVELY THAT UNIT -INSIDE OR OUTSIDE		X		X
SUMP PUMPS & SUMP PUMP PITS -INSIDE UNITS		X		X
SUMP PUMPS & SUMP PUMP PITS -OUTSIDE UNITS	X		X	
UTILITIES & LINES INSTALLED WITHIN INDIVIDUALS UNITS		X		X
UTILITIES & LINES INSTALLED OUTSIDE OF UNIT & SERVING MORE THAN ONE UNIT OR THAT SINGLE UNIT	X		X	
WATER PIPES INSIDE UNIT & SERVICING ONLY THAT UNIT		X		X
WATER PIPES OUTSIDE A UNIT & SERVICING MORE THAN ONE UNIT	X		X	
<b>GROUNDS</b>				
GARDENS -HOMEOWNER CREATED IN COMMON AREAS		X		
GRASS, TREES, SUBBERY, LANDSCAPING	X		X	
GROUNDS MAINTENANCE, LANDSCAPING GRADING	X		X	
MAILBOX KIOSKS	X		X	
PERIMETER FENCES: FRONT COURT YARDS	X		X	
PERIMETER FENCES: REAR PATIOS, DECKS		X		X
PRIVATE ROADS, DRIVEWAYS, CURBS, WALKWAYS	X		X	
SIDEWALKS: FRONT COURT YARDS		X		X
SIDEWALKS: OTHER THAN FRONT COURT YARDS	X		X	
<b>CLUBHOUSE</b>				
ALL GROUNDS, POOL AREA, FENCE AROUND POOL	X		X	
ALL INTERIOR & EXTERIOR REPAIRS *except during Rental	X		X	
ALL INTERIOR REPAIRS *during Rental ~ see <b>Addendum F</b> : Clubhouse Rental Agreement		X		
POOL, HEATER, FILTRATION SYSTEMS	X		X	
<b>OTHER</b>				
GARBAGE CANS, RECYCLING CONTAINERS		X		
GARBAGE COLLECTION	X			
IRRIGATION SYSTEM	X			
RETAINING WALLS	X			
SNOW REMOVAL	X			
SNOW REMOVAL SIDEWALK INSIDE COURT YARD		X		
<b>COMMENTS</b>				
OTHERWISE BE THE ASSOCIATIONS RESPONSIBILITY IF THE DAMAGE IS CAUSED BY AN INSURED CALAMITY, SUCH AS FIRE, OR IS DIRECTLY CAUSED BY SOME ACTION OF THE ASSOCIATION, ITS EMPLOYEES OR SUBCONTRACTORS.				
CONVERSELY, IF THE DAMAGE IS CAUSED BY THE ACTS OF AN OWNER, THE OWNER MAY BE RESPONSIBLE FOR DAMAGE WHICH WOULD ORDINARILY BE HANDLED BY THE ASSOCIATION.				
FINALLY, AS A VERY GENERAL RULE, ANTHING OUTSIDE THE INSIDE SURFACE OF A UNITS' WALLS IS THE ASSOCIATION'S ISSUE. ANYTHING INSIDE THE SURFACE OF A UNITS' WALLS IS THE OWNERS ISSUE UNLESS WHATEVER IS INSIDE THE UNIT SERVES MORE THAN THAT UNIT. IF AN OWNER CHANGES OR REPLACES FIXTURES, CABINETS, COUNTERS, ETC THAT WERE ORIGINALLY INSTALLED BY THE DEVELOPER, THE OWNER BECOMES RESPONSIBLE FOR THOSE ITEMS.				

**ADDENDUM E**  
**HEATHERRIDGE SOUTH**  
**SWIMMING POOL RULES and REGULATIONS**

**To use the pool and its area, residents and guests must have a key for the gate and a pool ID band. No one will be allowed to enter or use the pool or its area without these. Additional bands for larger party of guests may be rented from Westwind. Please contact them for rules and specifics.**

**If asked by another Owner, Board member, or Security personnel to show your key and pool ID band and you cannot do so - you will be asked to leave the area immediately.**  
***Non-compliance will result in revoked pool privileges.***

- POOL HOURS: 8 AM TO 10 PM.
- ADULT SWIM DAILY FROM 8 AM TO 9 AM AND 6 PM TO 7 PM.
- AN ADULT MUST ACCOMPANY CHILDREN UNDER 16.
- NO RUNNING, PUSHING OR ROUGH HOUSING.
- NO BICYCLES, SKATEBOARDS, SCOOTERS OR MOTORIZED VEHICLES.
- NO ABUSIVE OR FOUL LANGUAGE AND NO BREACH OF THE PEACE OR INAPPROPRIATE BEHAVIOR WILL BE TOLERATED.
- NO GLASS CONTAINERS INSIDE POOL AREA.
- ONLY SWIM WEAR TO BE WORN IN POOL. NO SHORTS OR CUT OFFS.
- NO STUNT DIVING AT ANY TIME.
- DIVING IS NOT PERMITTED IN THE SHALLOW END.
- SWIMMING IS AT YOUR OWN RISK. DO NOT SWIM ALONE.
- TUBES, WATER WINGS, PLAY EQUIPMENT, ETC. ARE PERMITTED IF SUCH USE DOES NOT INTERFERE WITH OTHERS USE OF THE POOL.
- NO PETS ALLOWED INSIDE FENCED AREA.
- NO DIAPERED CHILDREN WITH THE EXCEPTION OF SWIM DIAPERS ALLOWED IN POOL AS PER AURORA PUBLIC HEALTH CODES (VIOLATORS WILL BE PROSECUTED).
- SMOKING IS ALLOWED IN DESIGNATED AREA ONLY!
- PAPERS, CIGARETTES, CIGARS, AND REFUSE MUST BE DEPOSITED IN RECEPTACLES.
- NO WET SUITS IN BUILDING EXCEPT TO RESTROOMS.
- FAILURE TO COMPLY WITH ANY OF THE FOREGOING RULES AND REGULATIONS WILL RESULT IN THE VIOLATOR BEING BARRED FROM USING THE POOL FACILITIES.

## ADDENDUM F HEATHERRIDGE SOUTH CLUBHOUSE RENTAL AGREEMENT

### HEATHERRIDGE SOUTH HOMEOWNER ASSOCIATION CLUBHOUSE RENTAL AGREEMENT (REVISED 4/2016)

THIS AGREEMENT is made and entered into between the Heather Ridge South Homeowners Association; hereinafter "Association", and the Resident, whose name and address appears below, hereinafter "Renter". Homeowner (Renter) expressly agrees to all the terms and conditions of this agreement by signing this agreement even though there is no signature of an authorized officer of the Association. Rental is subject to the following terms and conditions:

1. The clubhouse rental is from \_\_\_\_ A.M. / P.M. to \_\_\_\_ A.M. / P.M. On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Type of party: \_\_\_\_\_

2. Westwind will inform Security of all approved rentals and contact information for each renter. Security will maintain a log of renting activity in their office. Security will visit the event at least two times during the rental. If at any time Security finds that the rental contract was not filled out in a factual manner or they have any concerns about an event for any reason, they will notify the Renter and Security has the option to terminate the event or summons additional security to be present for the duration of the event. Additional costs incurred for security will be billed to the Renter!

\_\_\_\_\_ **Please initial here stating you have read and understand the above statement (#2).**

3. A tiered structure based upon group size will be utilized to determine the amount of the rental fee, damage/security deposit and cleaning fee. (See below)

**Note: Rental fees and deposit fees are subject to change.**

<input checked="" type="checkbox"/> Check One	Size of Group	Rental Fee (per day)	Damage / Security Deposit	Pool Penalty Deposit (May to Sep)	I Will Clean	Professional Clean \$150.00
	20 or less	\$75.00	\$200.00	\$100.00	Y - N	Y - N
	21 - 60	\$100.00	\$200.00	\$100.00	Y - N	Y - N
	61 - 100	\$125.00	\$200.00	\$100.00	Y - N	Y - N
	101 - 160	\$200.00	\$500.00	\$100.00	n/a	mandatory

- a) Renter agrees to pay the required sum for the rental of the clubhouse for the period specified.
- b) A damage/security deposit is required by all Renters. The damage deposit check must come from the Renter and will only be returned if the building is left in order; meaning, the premises are left in the same condition in which they were found at time of the renting; including trash removal and furniture placement. The clubhouse will be inspected by a representative of the HOA prior to the onset of the rental period and after the rental period. **Note: Renter identifies any problems or defect in the clubhouse, they must notify management by calling 303-369-1800 x115 and leaving a message prior to the onset of the rental period. If Renter fails to do so, Renter agrees that such condition was caused by Renter or their guests use of the clubhouse.**
- c) Renter acknowledges that use of the swimming pool is **NOT** included in the rental of the clubhouse and any person attending a function at a clubhouse rental shall not be allowed to use the pool facility. Access to the lower pool deck area is prohibited. **NON-OBSERVANCE OF THIS POLICY WILL RESULT IN FORFEITURE OF YOUR DEPOSIT.**

\_\_\_\_\_ **Please initial here stating you have read and understand the above statement (c).**

- d) Payment must be made in advance prior to receiving the key to the clubhouse. Payment by check that does not clear the Renters' bank will cause \$50.00 to be assessed to the owner's account in the same manner as a maintenance fee.

4. The clubhouse will be maintained at a standard commercial level of cleanliness. The only supplies provided in the clubhouse will be toilet paper, paper towels, hand soap and dish soap. Also a vacuum cleaner, mop, and bucket are on the premises for your use.
5. No one under 18 years of age is permitted in the building unless chaperoned by an adult resident. Teenage parties must be chaperoned by a parent and **no** alcoholic beverages are permitted at these parties.
6. **NO** Smoking is allowed within the building. **NO** smoking is allowed within 25' of the front entry. Smoking is allowed in designated areas only.
7. All animals are prohibited in the clubhouse.
8. Renting of the clubhouse may be restricted or withdrawn at any time should the owner become delinquent in their Association dues pursuant to the Declarations of Heather Ridge South Article IV Section 4 (c).
9. With the exception of New Years Eve, all rental functions will be complete by 12 midnight – **INCLUDING CLEANING**. Due to both Aurora noise ordinances and the fact that the clubhouse is located within the interior of the HRS Community, all rental function attendees will control the noise to a reasonable level. Before 9pm, such noise levels are defined as 55 dBA as defined by the Aurora Noise Ordinance Zoning Code. After 9pm, such noise levels are 45 dBA as defined by the same Code. If noise exceeds this level, security will be called to enforce these restrictions. HRS is a residential community and these restrictions are important in order to maintain a balanced community environment for all residents.
10. Renter assumes all liability for functions held and agrees to indemnify, release and hold harmless the Association, its directors, agents and volunteers against any claim, suit, demand, damages or causes of action related to the Renter's use of the facilities. Renter agrees to hold the Association harmless for any injury or damage caused to or by any person during the period in which Renter has the care and control of the clubhouse by virtue of this agreement.
11. Notwithstanding any information above, Renter is liable for ALL damage to the clubhouse or any attendee of the function during the period of usage. Renter agrees that no property or liability insurance policy of the Association shall be used to offset damage done by or to the Renter or any of his / her guests or invitees. If damage exceeds the amount of deposit the balance will be charged against the owner's account in the same manner as a maintenance fee.
12. If additional tables are needed you must notify Management at least five (5) *business* days prior to your event so that Management can arrange to have the tables removed from storage.
13. Clubhouse Renter must sign this rental agreement, and agree to abide by its terms. Facility reservation will not be confirmed until Management receives the deposit and this agreement is executed.

NAME (PRINTED)	SIGNATURE	DATE
ADDRESS	PHONE NUMBER (S)	

**TO REPORT A MAINTENANCE ISSUE, PLEASE CONTACT MANAGEMENT AT 303.369.1800 x 115 AND LEAVE A MESSAGE.**

**IN NON-LIFE THREATENING EMERGENCIES, PLEASE CONTACT WESTWIND MANAGEMENT'S MAIN NUMBER AT 303.369.1800 AND FOLLOW THE INSTRUCTIONS. LIFE THREATENING EMERGENCIES PLEASE CALL 9-1-1.**

TO ACCESS THE CLUBHOUSE YOU WILL BE PROVIDED A CODE FOR THE LOCKBOX ON THE EXTERIOR FRONT DOOR OF THE CLUBHOUSE. IT IS UP TO YOU TO CONTACT AUDREY AT WESTWIND MANAGEMENT TO OBTAIN THE CODE ONE DAY PRIOR TO YOUR RENTAL (ON FRIDAY IF YOUR RENTAL IS ON SUNDAY). 303.369.1800 ext. 117

### **Important For Newly Installed Floor Care**

- Always use plywood or other boards when moving heavy objects across the floor.
- Sweep, dust, mop or vacuum the floor to remove all loose dirt and grit.
- Lightly damp mop with well wrung mop.
- Clean the floor using a properly diluted Neutral pH cleaner in cool water or ready to use spray cleaner that will not leave a residue such as Bona Professional Series Stone, Tile, and Laminate Cleaner in a pre-mixed spray bottle. Follow label instructions.