



**Rules and Regulations  
For  
Heather Ridge South Homeowners'  
Association**

Effective July 1, 2022

**Monthly Board of Directors Meetings**

The Board meets at 5:30 PM on the fourth Tuesday of each month  
at

2811 South Xanadu Way, the community's clubhouse.

To verify meetings, to attend, or to speak, please contact  
Westwind Management Group, Sabrina Lopez, 303-369-1800x142.

The Board reserves the right to limit speaking to three minutes as  
well as topics germane or not given the Board's agenda.

## **ANNUAL MEETING**

FIRST TUESDAY IN DECEMBER, 7 PM at HRS'S CLUBHOUSE  
2811 South Xanadu Way, Aurora, CO 80014

## **MANAGEMENT COMPANY**

WESTWIND MANAGEMENT GROUP, INC.  
27 INVERNESS DRIVE EAST  
ENGLEWOOD, CO 80112  
PH: 303.369.1800

Westwind's Website - [www.westwindmanagement.com](http://www.westwindmanagement.com)

Association Business Manager: Sabrina Lopez, ext. 142  
Email: [sabrina@westwindmanagement.com](mailto:sabrina@westwindmanagement.com)

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

## **24-Hour Emergency Answering Service**

303-369-1800

Please listen to and follow the verbal instructions and include a  
follow-up  
email and phone call to the Association Manager after leaving your  
message:

[sabrina@westwindmanagement.com](mailto:sabrina@westwindmanagement.com)  
303-369-1800x142

## **Heather Ridge South's Website**

[www.heatherridgesouth.org](http://www.heatherridgesouth.org)

## **Heather Ridge Metropolitan District No. 1**

General No. 303-755-3550; listen to prompts  
HRMD Website: [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**

**Cronen’s Plumbing & Heating ..... 303.937.8369**

HRS’s Official Plumber

\*for complete emergency details see Section VI.7

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

### **NON-EMERGENCY SERVICES AND AGENCIES**

City of Aurora/Access Aurora – Monday to Friday 8am to 5pm. 303.739.7000

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)

Aurora Neighborhood Code Enforcement (Noise Complaints)303.739.7280

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 Leak/Outage .....800.895.2999

### **Heather Ridge Metro District (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

Security for golf course – Front Range Patrol.....303.755.0665

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

1. **Agent(s):** Parties representing the Heather Ridge South(HRS) and its Board of Directors performing duties contracted duties. Westwind Management Company is the primary Agent for HRS and is registered with the Colorado Secretary of State.
2. **Association:** The Heather Ridge South/HRS/Board of Directors
3. **Board:** The Heather Ridge South Board of Directors. The Board's authority, practices, powers, and obligations are enumerated in HRS's controlling documents. The Board of Directors makes all decisions regarding the Association, including management of the Associations' finances, protecting the Association's assets, enforcing the governing documents, and promoting and protecting community real estate values.
4. **CCIOA:** Colorado Common Interest Ownership Act – CCIOA -pronounced "Kiowa" is part of Colorado Revised Statutes (**CRS**) at 38-33.3-101 et. seq. <https://dre.colorado.gov/ccioa-and-other-state-local-and-federal-laws> Although HRS is pre-CCIOA development, there are certain aspects of this act that pre-CCIOA communities must follow. To know more about HOAs and common interest community, CIC, please review CRS -Title 38 CRS online, including the Colorado Real Estate Commission's website for HOA specific information.
5. **Condominium:** HRS is legally described and defined as a "condominium" common interest community, CIC, because its legal description includes the word "condominium" and its *Declarations* refer to "air-space rights." However, its style or design is that of a "townhome" or "row house" constructed side-by-side and attached to others in buildings. It is important to note that 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, foundation, concrete floors and ceiling surfaces. The HOA maintains the exterior of all Units with some important exceptions - **see Addendum D**. HRS also maintains all common interest areas as well as some limited common areas. Visit <https://entp.hud.gov/idapp/html/condlook.cfm> for list of approved condo communities; or search the Internet for "FHA approved condos" for more details. Please search ZIP Code area 80014 but be careful when looking for Heather Ridge South – there presently shows two-(2) Heather Ridge South communities, one FHA approved (ours) and another one not approved. DO NOT confuse the two similarly named communities: DO NOT select the one named Heather Ridge South #1. (See FHA Certification herein, PUD FHA Condo ID #D005148). See Item No. 8 in this section about FHA Certification.
6. **Controlling and/or Governing Documents:**
  - Articles of Incorporation of the Heather Ridge South("Articles") - 1972
  - By-Laws of the Heather Ridge South("Bylaws" or By-Laws")
  - Condominium Maps recorded with Arapahoe County, Colorado

- Declarations of Condominium for Heather Ridge South
- These Rules and Regulations (“R&R”)

- 7. The District/Metro District/HRMD:** Refers to Heather Ridge Metro District, also known as the **Metro District** and/or **HRMD**.
- 8. FHA Certification:** Federal Housing Administration Certification. HRS is currently certified for Housing Urban Development (**HUD**)/FHA loans FHA Condo #D005148 through 4-16-2024. Not all HOA’s require HUD/FHA Certification, which is presently renewed every two years. If a property’s legal description contains the word “Condominium” and/or states an “undivided interest in common area and/or air-space” rights by its owners (as it does in HRS’s legal descriptions) then a property is a Condominium and not a Planned Unit Development (See PUD). Visit <https://entp.hud.gov/idapp/html/condlook.cfm> for a list of approved condo communities or Internet Search “FHA approved condos” for more details. Please search the list for ZIP code area 80014 that shows two Heather Ridge South communities. DO NOT select the one spelled Heather Ridge South #1 (See CONDOMINIUM, PUD, herein). FHA Condo ID #D005148. See No. 5 above, Condominium, for reference. For reference, see Item No. 5 in this section about Condominiums.
- 9. FIRPTA:** Foreign Investment Real Estate Property Tax Act of 1980. HRS or its agents, Westwind Management Group, are not required by its Declarations or law to collect or report information pertaining to this Act. This Act addresses US tax laws pertaining to taxes that could be owed upon the sale of real property. This is a matter of contract between real property sellers and buyers. Please consult with your legal or tax professionals any questions.
- 10. Common Area:** This is all the real property managed or owned by the Association not including individual Units’ airspace as defined herein. The HOA has overall responsibility and authority to manage Common Area. Each of the 176 Unit owners in HRS has an “undivided interest” in the Common Area, which is a significant factor in condominium ownership and definitions. In a Planned Unit Development (PUD)/Common Interest Community (CIC), ownership of the community’s common area land is usually in the name of the HOA and not an undivided interest of the owners. The land under a Unit may or may not be owned by that Unit owner. This difference is important to mortgage underwriting giants FNMA and Freddie Mac.
- 11. Heather Ridge South:** It is spelled a number of ways including HeatherRidgeSouth all as one word (that spelling is consistent with our original Declaration’s legal description); or spelled as two words - Heather Ridge South; or as three words - Heather Ridge South. All are correct and interchangeable in legal and common descriptions. Heather Ridge South is the preferred spelling, and HRS the common abbreviated. For administrative purposes, the HOA may use all forms of Heather Ridge South in its publications, correspondence, and documents.



- 12. HOA:** Homeowners' Association, officially known as The Heather Ridge South. Also referred to as **The Association**. The HOA is the legal organization authorized in the *Declaration* - Governing Documents to operate HRS. It is incorporated with the State of Colorado as a non-profit corporation subject to Colorado statutes. Membership in the Homeowners Association is a part of real property ownership subject to the *Declaration* in Colorado common-interest-communities (CIC).
- 13. HRS:** HeatherRidgeSouth, Heather Ridge South, and Heather Ridge South all refer to HRS as one community. Refer to No.'s 11 and 12
- 14. HUD:** United States Department of Housing and Urban Development (See FHA and Condominium herein).
- 15. Insurance:** The HRS HOA provides general insurance coverage for all common and limited common elements including Units. Owners should consider additional insurance policies such as HO-6 for their Unit upgrades, personal property, and "loss assessment" by the HOA for "Wind and Hail" claims deductible. Owners are strongly advised to seek professional insurance counsel for these matters and others. For absentee owners renting their real estate Unit(s) in HRS, additional concerns might include renters' HO-4 and HO-5 policies. For more information about the HOA's General Policy, please contact Westwind Management for the current carrier, coverage and limitations. Visit websites [www.heatherridgesouth.org](http://www.heatherridgesouth.org) or [www.westwindmangement.com](http://www.westwindmangement.com) for more information.
- 16. Lessee:** The person leasing the clubhouse not to be confused with renter/tenant lessee renting a private property Unit.
- 17. Limited Common Area:** Those Common Areas permitted in the *Declarations* and Plat Condo Map are reserved for the exclusive use by Unit owners. Examples: front porches, back patios, garden area, front fenced courtyard, driveways, etc. Property owners should verify their rights and responsibilities for limited common areas, especially maintenance, landscaping, decorations, etc. See addendum D.
- 18. Owner(s):** Person(s), parties, or legal entities in title and of public record.
- 19. Patio vs. Porch areas:** Notwithstanding the definitions contained in the Condo Maps, for purposes of this document the back area of any unit is referred to as a patio; and the front area as a porch. The difference is important in describing repairs, improvements, and limited common areas.
- 20. PUD:** Planned Unit Development. A general legal description in Common Interest Communities, CIC, whereby the common area is owned by the HOA and not by "an undivided interest" of the owners as used in condominium legal descriptions. It also defines real property ownership rights and responsibilities using "lot" and "block" descriptions as opposed to Condominium "air space" and/or "an undivided interest in the common area" rights. Heather Ridge South's

legal description may be confusing because it incorporates “lot and block” and “building and unit” descriptions, but the controlling verbiage is “an undivided interest of general area common elements by all owners (176 units/owners) and the specific use of condominium “air-space” ownership rights. HRS is deemed a condominium under HUD approved communities. (See previous No.’s 5, 8, 12, and 14).

**21. R&R:** Rules and Regulations. Authorized by our *Declarations* as a Board duty to educate and guide owners in living here.

**22. Renter/Tenant(s):** Person(s) who reside in a property Unit but are not the Owner(s). Also known as non-owner occupant(s) or renter(s). Not a Lessee for purposes of these Rules and Regulations. See No. 16 above.

**23. Townhome:** The term is not a legal definition within real estate. It is used to indicate a style or design of a residential property similar to "row houses." HRS may "look" like a townhome styled community but is in fact a condominium community.

**24. Unit:** Refers to the Owner’s individual condominium and property rights.

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

**26. Colorado Revised Statue Title 38:** All Colorado Common Interest Communities (CIC) operate under this statutory body of law. See No.’s 4 and 12 above.

### III. INTRODUCTION

#### 1. History of Heather Ridge South

Heather Ridge South (HRS) is an independent-living, not an age-restricted community developed between 1972-1975 as part of the greater Heather Ridge development by EDI Developers. Our neighbor to the east, Heather Gardens, is an age-restricted community created by the same developer. HRS 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 HUD/FHA Reverse Mortgages.

The *Rules and Regulations* (R&R) publication is authorized by Article II, Section 1(a) of the Declaration of Condominium – Heather Ridge 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 “Declaration”). The HRS Declarations and By-Laws direct the Board of Directors to create and maintain R&Rs 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 be familiar with HRS’s Controlling Documents. Controlling Documents or Governing Documents include *Articles of Incorporation, By-Laws, Condo Maps, the Declaration, these Rules and Regulations*, and Board Resolutions 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 past issues of *Metro Matters* that includes monthly HRS HOA articles. For any questions or concerns, please contact Westwind Management Company.

The HRS governing body is its Board of Directors. The Board is composed of volunteers elected or appointed to fill a vacancy 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 on behalf of an Owner and to speak as the Owner’s designee.

HRS derives almost 100 percent of its operating revenue from its monthly HOA fees. The HRS Annual Budget defines all sources of revenue and expenses to operate the community. It also includes budgeting Reserve Funds for present and future capital expenditures only.

## **2. Heather Ridge Metropolitan District**

The **Heather Ridge Metro District, HRMD**, is a quasi-government entity controlled by Title 32 of Colorado Revised Statutes. The HRMD is a tax district with ten HOAs and a total of 1127 units. HRS is one of the ten HOAs (it has 176 units). HRS and all the other HOAs operates independently of each other and the HRMD. They have 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 purchase bonds. Repayment of bonds is secured by individual Units' paying property taxes to the HRMD. Individual Units pay property taxes to fund HRMD's Annual Budget that repays bonds and District operating expenses. HOA fees fund HOAs only!

The HRMD has the power to tax property owners as part of its Annual Budget. Its Board is publicly elected by (1) property owners of record registered to vote in the district; and (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 sources and usages of funds collected from property taxes. Revenue is applied to General Fund and Bond Fund categories only. The golf course, known as Enterprise Fund, operates only from golf fees, and not property taxes.

HOA representatives and Metro District representatives meet periodically to discuss mutual interests, concerns, and leadership. More information is available by contacting the Metro District.

## **3. Heather Ridge South Frequently asked questions (FAQ's)**

The HOA responses herein are official policy statements of the Board of Directors and Westwind Management Company.

- a. HRS management company: Westwind Management Company (since 1985)
- b. Management company's website: [www.westwindmanagement.com](http://www.westwindmanagement.com)
- c. HRS Website: [www.heatherridgesouth.org](http://www.heatherridgesouth.org)
- d. HOA Board Minutes: Once the monthly Board Minutes are approved at its subsequent meeting, the Minutes are available to the public on Westwind Management's website. The same is true for Annual Minutes.
- e. HOA Annual Budgets: Created and approved each year by the HOA Board in October or November. It is ratified by owners each year at HRS's Annual Meeting to be effective the following year.

- f. HRS Assessment powers: Assessments are of two types outlined in HRS *Declarations*. Common Expense Assessments and Special Assessments.
  - i. Common Expense Assessment is the monthly HOA fee or similar fees.
  - ii. Special Assessment (including “Loss Assessments for Wind and Hail”) are for specific projects or needs affecting the entire community. This includes, but is not limited to: physical structures, major improvements, insurance claims, legal actions, etc. The Board will seek alternative solutions and cost estimates for any assessment issues. The board will give community notice for any proposed assessment by holding public meetings, mailings, and articles in *Metro Matters*. Special Assessments less than \$5000 per Unit can be approved by the Board without a vote by the owners. For Special Assessments equal to or greater than \$5000 per Unit, the Board must obtain approval by owners voting as outlined in the *Declarations*. Any assessment imposed could require payment as a lump sum, as structured payments over time that are separate from “normal” monthly fees or may be added to monthly HOA fees.  
**Special assessments greater than \$5,000 per unit are subject to an Owners’ vote pursuant to Article V, Section 4 of the Declaration.**
- g. Monthly HOA fees by Unit type: Monthly assessments are pursuant to Article V. Section 3 of the Declaration. HRS has two fee structures based on Unit square footage. One fee structure includes two units - the 1365 square-foot patio-ranch unit and the 1450 square-foot above ground level two-story unit (with two bedrooms top story). The second fee structure is for the 1633 square foot two-story (with three bedrooms top story).
- h. Status Letter: A very important document created by Westwind Management. It is the official statement by the HOA from Westwind concerning each Unit’s account status including monthly fee amount, arrearage, violations, and penalties of record, specific or general HOA board approved obligations pending, and all items to be transferred at closing by the seller to the buyer. It also addresses “working capital” between buyer and seller. It is used mostly in real estate closings and title transfers. Lenders pay close attention to Status Letters concerning costs of home ownership for a borrower. Unit buyers and their agents should pay close attention too. For current Status Letter issuance fees and other concerns, please contact Westwind Management or visit [www.westwindmanagement.com](http://www.westwindmanagement.com).
- i. Transfer Fee: This is a fee to update the Owner’s information when a sale/transfer of title/ownership occurs. See Westwind for fee costs.
- j. Working Capital: Per HRS’s 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. The Status Letter will state working capital amounts between buyers and sellers only, and not the HOA. Working capital was originally assessed by the developer/builder on new home sales to build the community’s Reserve funds. The HOA no longer collects working capital money but retains the original funds collected.

- k. Community Magazine: HRS publishes its monthly articles in *Metro Matter*, the HRMD monthly magazine. Most Heather Ridge HOAs publish their newsletter articles in *Metro Matters*. Please visit [www.heatherridgecolorado.org](http://www.heatherridgecolorado.org) for past issues of *Metro Matters*.
- l. Reserve Study/Engineering Study: HRS routinely conducts and updates Reserve Studies to validate its Reserve Fund balance goals. For a copy of the most current study, please visit [www.westwindmanagement.com](http://www.westwindmanagement.com). As of April 1, 2022, FNMA MAE and FREDDIE MAC are questioning HOA's boards and their management companies about deferred maintenance and other "pending cost issues" that new buyers might be liable for.
- m. HRS *Rules and Regulations*: Contact Westwind Management for the most recent copy or visit website: [www.heatherridgesouth.org](http://www.heatherridgesouth.org) or [www.westwindmanagement.com](http://www.westwindmanagement.com).
- n. Insurance – HOA general policy and coverage: Policies, agencies, and carriers change from time to time, so owners should verify their insurance coverage needs with their own insurance agent. HRS's insurance policies are written for one-year periods subject to cancellation and change. At this time, HRS coverage is Jan 1 through Dec 31 annually. HRS's policy also contains two deductible definitions: An individual claim deductible of \$10,000 per claim; and a separate "Wind and Hail" deductible estimated for 2022 to be \$18,129 per unit for damage due to hail or wind. It is very important for owners to seek advice and understand insurance protection for these liabilities and others. Owners are strongly advised to consult annually or more with a professional insurance agent about their insurance needs living in a Common Interest Community (CIC) with exposure to loss assessments. It is strongly suggested that all owners obtain an HO-6 policy which includes "loss assessment coverage" for "wind and hail" deductible assessments and possibly other liabilities and losses. Please make sure your coverage is in writing and doesn't contain limitations to insurance claims such as "up to \$1000" if the HOA assessment is for a "deductible expense" under an insurance claim. The HOA cannot require Owners to have HO-6 or other forms of insurance coverage, so if not insured an Owner is responsible. However, mortgage lenders may require such coverage; and owners not insured may violate terms and conditions of their mortgage.
  - i. Coverage under the HOA's general policy is controlled by HRS's *Declaration* and should be reviewed by a professional insurance agent for supplemental insurance such as HO-6 or other coverage.
  - ii. Insurance - Owner and Tenant policies: All owners should have HO-6 supplemental insurance or a similar policy. All tenants should have an HO-4 or HO-5 supplemental insurance policy specifically for renters. Contact your insurance agent for details.
- o. **HRS owners' maintenance responsibilities (means things an owner must do) include but are not limited to the following general concerns:** sewer and water lines inside the Unit as well as all of Unit's exterior hose faucets or bibs, interior Unit water shut off valve from the main water line as well as shutoffs at

each water outlet (bathrooms, kitchen, laundry room washer and wash tubs, wet bar, ice maker, other wash tubs, etc.). Owners with the building's Master Water Shut Off Valve in their basement are responsible to monitor it and report to Westwind any issues such as leaks or corrosion. Also, owners are responsible for their Unit's individual sump pump, if there is one, window well covers, their Unit's back fences as well as to report to Westwind the condition of front courtyard fence for damages, Unit courtyard sidewalks, courtyard gardens, back patio maintenance such as settling/cracks/heaving concrete slab (and to replace it as needed or directed by the HOA), skylights, radon mitigation, whole house fans, patio/porch wood decks maintenance or replacement as needed or directed, all outside water faucets-bibs, etc. Any changes and/or upgrades done by past or present owners, whether approved or not by the HOA in writing, becomes the responsibility of new owners. It is incumbent upon buyers to perform their due diligence before purchasing in HRS where they assume all responsibilities of the property as new owners. It is incumbent upon sellers to disclose to buyers any and all duties or obligations of ownership relating to the home's interior and exterior/limited and common areas that a buyer would be responsible for. The HOA is not responsible or obligated for a buyer's due diligence or seller's property disclosures but will provide support documentation as requested at a reasonable cost.

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

- p. Electrical circuit breaker boxes: Unit owners are responsible for all repairs and maintenance. Installation of a new box requires written HOA approval and a permit by the City of Aurora.
- q. Sewer lines: Sewer lines belong to and are the responsibility of the HOA up to the point the line enters a Unit's air space. Owners are prohibited from tampering with sewer lines outside of their "air space" rights. They may not penetrate an HOA owned concrete floor or wall for any reason except with written permission by the HOA BEFORE doing so. Owners who violate this rule are subject to repair costs, HOA fines, and/or legal recourse. Such violations will be made of record for Units and reported for liability purposes in a Status Letter. Any costs by Owners for their actions are not reimbursable except upon Board approval.
- r. Landscaping in HOA common area next to or near individual Units: All landscaping outside of a Unit's footprint and limited common area is an HOA ownership and responsibility. It is part of the common area. No one except the HOA may plant or maintain common area land except with written HOA approval BEFORE activity commences. Trees and all other landscaping belong to the HOA and not to residents/property owners. If the HOA removes a tree, it is not obligated to replace it. The HOA is not obligated to plant a tree because an Owner wants one (however, the HOA will consider "shared costs" to plant a tree). If an Owner bought a Unit because of the surrounding landscaping on common area land, the HOA is not obligated to replace that landscaping should it change or die. Owners who want to plant on HOA common area must have written permission by the HOA before planting.

- s. Damage to the exterior of your Unit: If a Unit's exterior is damaged in any way by known or unknown parties, the property owner is responsible for repairs. For example, someone backs into your garage door or entry causing damage. Unless the guilty party is found and willing to make restitution, the property owner is ultimately responsible.
- t. Solar: Solar and other renewable energy devices are defined and limited under Title 38-30-168 with particular note of (3)(d). All Colorado common interest communities, CIC, fall under this regulation with exceptions for condo and other similarly defined communities with respect to areas that the owner does not own or have the exclusive right to use. Owners wanting to install solar devices outside of their unit MUST have HOA written approval before work is started. Requests start by submitting an Architectural Control Committee application to the management company.
- u. Home inspection issues: From time-to-time property owners may have inspections done for safety and proper operation. In property sales, this is usually done by professional property inspectors (who at this time are "unlicensed" and un-regulated in Colorado). The HOA welcomes any professional reports pointing out safety or operational issues. However, pointing out issues or problems does not mean the HOA will immediately do something. The HOA will investigate for immediate action, future concerns, or documentation. A common example might be a unit's sewer line. All sewer lines belong to the HOA as part of its common area responsibilities up to and until it enters a unit's "air space" where its responsibility stops and an owner begins. If a sewer line is "camera scoped" and found to have issues (low spots or "bellies," standing water in the line, tree roots, cracked or collapsed walls, etc.), the HOA will respond accordingly. It will review the video as well as consulting with the HOA's preferred plumbing company, Cronen's Plumbing (303-937-8639). It is strongly advised that Cronen's be used for sewer inspections. The HOA reserves the right to defer maintenance or repairs given its working knowledge for such matters. In this example, a sewer low spot with water may not need immediate action, but it would be noted for future concerns. A cracked or collapsed line would be immediately repaired.

## IV. ADMINISTRATIVE

### 1. Homeowners' Annual and Monthly Meetings

- a. 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 or as otherwise determined by the Board. The meeting will include (but not limited to) consideration of the Annual Budget, discussion of community concerns, and reports by Board Committee members. The newly elected Board will form its new board and officers at its next monthly meeting.
- b. Monthly Board meeting date is the fourth Tuesday of each month at 5:30 PM at our community clubhouse (2811 S Xanadu Way) or as otherwise determined by the Board. Any changes will be properly publicized along with timely notice to Owners as well as posted on the front door of the community clubhouse.



- c. Meeting format: The Board prefers “physical” vs. “virtual” meetings for better communications between board members. All meetings will be held at the HRS clubhouse at 2811 S Xanadu Way. All meetings, except Executive Sessions, are public. Guests wanting to address the board are asked to coordinate with Westwind before a meeting and to be placed on the Agenda. Speaking time to the Board is 3 minutes only, but the board may expand on that time by asking questions. Policy is subject to change by the Board.

## **2. Balloting, Proxy, Proxy Drop-off Box**

- a. Ballots will be issued per the *Declaration* for those issues requiring community approval. Only one vote per property Unit is allowed.
- b. Proxy ballot will be made available to owners who are unable to attend the Annual Meeting or Special Meeting.
- c. Proxy Drop-off Box: One will be installed to the front door area of the clubhouse when needed for owners to drop off their proxies vs. mailing or hand delivering to Westwind Management.

## **3. Board of Directors**

- a. HRS controlling documents specify two Board objectives: the proper operation and accountability of community assets, and the protection and promotion of its real estate.
- b. 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.
- c. Organization of the Board is controlled by its By-Laws.
- d. 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.
- e. The Board may hold community social events to promote community appreciation, fellowship and spirit.
- f. The Board is authorized to have an annual dinner for its present and past members in appreciation of their volunteer services.

## **4. Complaints**

- a. Owners should contact HRS's Westwind Management company for all complaints, rule violations, or other community issues. A phone call or voice mail may be acceptable to initiate a complaint in certain circumstances, but email or USPS notification makes the complaint official. For Westwind to properly respond, all complaints must be in writing (mail or email) and include the complainant's name, address, and contact information. Anonymous-unsigned-or incomplete complaints may not be acted upon. Please DO NOT contact a Board member about complaints or other issues UNLESS it is an emergency and then only after 911 has been contacted.
- b. Renters/Tenants making complaints should first contact their property owner(s) or their rental property management company. If a renter/tenant believes an emergency situation exists, then please contact 911 first and then Westwind Management as well as following up with renter/tenant's owner and

management company. Remember to leave messages and follow up until you hear from Westwind.

- c. Westwind will inform the Board of Directors of all complaints for a timely response. A letter will be sent to the offending party(s) concerning 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. The foregoing is subject to any covenant enforcement or similar policy the Board may adopt.

## **5. Email “Blast/Notifications”**

- a. The HOA strongly recommends all owners and their tenants to provide their contact information (email address, telephone numbers) to Westwind/HOA management for its email and phone distribution list. The HOA uses email as a way to communicate immediate or emergency notices to residents (example: water shut off, emergency conditions, community news, etc.). Email addresses and phone numbers are kept confidential by Westwind management and are not given out. For health and safety reasons, the HOA may physically visit and contact Unit Owners seeking this information.

## **6. General Provisions**

- a. Persons who willfully or negligently cause damage to HRS common and limited common areas will be cited and notified for a Hearing. If found responsible, they will be charged/or assessed for the cost of damages and repair-replacement. The HOA is authorized to make timely repair of damage(s) resulting from others and/or call for a Hearing. A property owner is liable for damages to the owner’s Unit by known or unknown parties. The foregoing is subject to any covenant enforcement or similar policy the Board may adopt.
- b. Owners are responsible to read, know, and follow the *Rules and Regulations* of the HOA, and to ensure that their renters/tenants have a written copy for their understanding and compliance, including all guests and others. All damages and expenses associated with failure to abide by *Association Rules and Regulations* will be the responsibility of an owner to make restitution to the Association.
- c. Owners are liable for interior changes to their Unit resulting in diminished or actual structural integrity damages as well as collateral/adjacent properties. Interior structural change may require a City of Aurora permit and permission granted by the Association.
- d. Owners are responsible for the condition of their Unit and may be liable for work completed by previous Owners. Perspective buyers need to investigate and question any and all Unit conditions, features, or changes that are not original builder construction. Over time and circumstances, owners may have upgraded or modified their Units under allowable rules and regulations - or not. This includes but is not limited to owner finished basements (to include unauthorized plumbing modifications by penetrating a concrete floor or wall), removal of interior walls (bearing walls), skylights, landscaping, general updating, remodel features, etc. The builder/developer of HRS, EDI, did not finish any basements as part of original construction. This means the HOA is NOT responsible for finished basements’ damages, repairs, sewer-water mitigation, etc. Owners are

responsible for finished basements and should investigate liabilities and insurance coverage options should there be damages or losses.

#### **7. Master Insurance:**

- a. Per HRS *Declarations* specifying “full replacement insurance coverage,” the General/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. as originally installed in the Unit. 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.
- b. 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, and other personal property as per *Declarations* Article II, Section 1, location (i). The Association may not insure liability for neglectful acts of Owners or their Renter/Tenants.
- c. Owners and Renter/Tenants are encouraged to obtain **HO-6** (owner occupancy) or **HO-4, HO-5** (renter/tenant occupancy) insurance policy to insure those items or concerns not covered under the Association’s Master Insurance Policy and exposure to HOA loss assessments. Contact your insurance agent to verify in writing your insurance coverage for your Unit and liabilities.
- d. To the extent the HOA settles claims for damages, the HOA Board has the authority to assess negligent Owners the insurance deductible and other cost(s) not covered by insurance when they are deemed responsible for losses and damages (including adjoining Units), all repair/restoration costs, and other costs the master insurance policy doesn’t cover.

## **V. ARCHITECTURAL CONTROL: EXTERIOR MODIFICATIONS AND ALTERATIONS**

**There are 3 categories of alterations (A, B, and C) for Unit exterior surfaces and features:**

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

Any alterations, penetration, or replacement of original exterior surfaces, interior concrete foundation/walls/slab and other common area features outside of a Unit’s air-space rights must be approved in writing by HRS Architectural Control Committee (ACC) **BEFORE WORK BEGINS**. A detailed plan, picture and/or brochure including name of contractor performing the work must be submitted using the approved Architectural Request form before the ACC will review the request. Approval must be received **BEFORE** any work is started. Any necessary City Permits must be obtained by the Owner/Contractor before work is started

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

**NOTE:** If any change is made **without** written approval, the Board may require restoration to the original condition at Owner's expense (Examples: windows, sliding glass and other doors, garage doors, fences, sewer and water lines, concrete foundation/walls/slab, etc.). Owners wanting to remodel or change their basement must have written permission by the HOA to change or move ANY sewer-water lines outside of their "airspace rights" or ANY sewer or water lines that are embedded in or come through the concrete foundation/walls/slab, etc. The main water line in basement Units is an HOA Common Area and not to be moved, modified, or "tapped" without prior written permission. The covenant enforcement policy may be implemented for any unauthorized common area work that's not documented, corrected, or formally approved by the HOA in a timely manner (visit Westwind Management's website, [www.westwindmanagement.com](http://www.westwindmanagement.com) for more details.

**Written permission by ACC includes but is not limited to the items listed below. If you cannot locate an item or topic for your specific question or need, please contact Westwind Management for clarification before you begin any work!**

- a. Antenna (External TV) Installation and Removal  
*See specifics in **ADDENDUM C: ACC guidelines***
- b. Attic Fans (that require an exterior exhaust that penetrates any exterior surface)
- c. Circuit Breaker Boxes
- d. Exterior Entry Doors
- e. Exterior Modifications – including Security Window and/or Door Bars, golf ball screens
- f. Garage Door Replacement
- g. Gas Fireplace/Conversion
- h. Hot Tubs
- i. Installation and replacement of central heating and/or air conditioning
- j. Patio covers and enclosures – including patio awnings that are retractable (static or stationary awnings or window awnings are prohibited)
- k. Patio Door replacements
- l. Porch Fences – Front porch
- m. Patio Fences – Rear patio
- n. Patio/Porch Extensions, replacement and repairs
- o. Radon Mitigation System
- p. Roof Ventilators
- q. Satellite Dish Installation and Removal  
*See specifics in **ADDENDUM C: ACC guidelines***
- r. Screen and Storm Doors (front and back)
- s. Skylights
- t. Solar
- u. Windows:
  - Window Replacement
  - Egress Window
  - Window Film
  - Internal modifications that include structural changes
  - Window Tinting

- Golf Ball Protection/Deterrent Screens

**NOTE:** Owners are responsible for all exterior maintenance and repairs resulting from past or present ownership. This includes previous Owners' changes. Examples include - but not limited to roof and side penetrations (skylights, vents, satellite dishes, unauthorized windows, etc.), back patio covers, rear fences/partitions, decks, security bars, vent or exhaust outlets, etc.

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

- A Restrictive Covenant Agreement (RCA) is required for **all** Category A items. A signed and notarized RCA is publicly recorded that “something” was done to that property that will have present and future ownership responsibility(s) for the specific description and details noted in the RCA to include but not limited to maintenance, replacement, and insurance requirements so long as the RCA exists.
- The costs for any removal, re-installation, or maintenance to any of the above items (roof repair, siding repair, dish removal, landscape easement (gardens, walkways, etc.) will be an Owner’s responsibility. For example, when roofing is replaced/repaired requiring the removal of roof items/features owned or leased to the property owner and renter/ tenant, those items must be removed and re-installed at owner’s cost and responsibility and not the HOA’s cost or responsibility.

**2. 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:**

- Air-Conditioning/Cooling –
  - Attic fans not requiring roof penetration
  - Small window fans. They must be mounted flush to the exterior of window frame **AND CANNOT EXTEND OUTSIDE OF WINDOW OR BE OVERLY VISIBLE**
  - Internal Swamp Coolers
- Hanging Floral Pots - Patios and courtyards. Not to be attached to steel siding or attached to the PVC fencing.
- Plastic Window Well Covers - Window well covers **ARE REQUIRED** at the expense of the Owner. Must be solid not bars or slats and must not be damaged. This includes egress windows. 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 or damage.
- Patio Bamboo Sunshades – May be synthetic or natural material and a solid color that coordinates with color of Unit.
- Patio Carpeting – Harmonious to Unit color.
- Signage – Appropriate signage (such as identification of name, address, or “Beware of Dog”, etc.) 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 in a color to match.

- g. 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/or chimney or any part of the building. Owners are responsible for damages and removal of vines that grow under or damage building surfaces/structures. **Note:** Vegetation growth should not extend onto adjacent Unit's courtyard or back patio areas.

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

- a. Air-Conditioning/Cooling
  - i. Any exterior attached or protruding window air-conditioners
  - ii. Any roof top swamp coolers
- b. NO exterior window awnings or exterior window coverings may be installed
- c. NOTHING is to be screwed or nailed to the exterior metal siding, vinyl fence, or any other exterior surfaces.

## **VI. USE AND MAINTENANCE OF UNITS' COMMON AND LIMITED COMMON ELEMENTS**

Do **NOT** contact Board Members or on-site HOA maintenance personnel concerning maintenance or repair requests. All requests for normal maintenance should be phoned 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**

- a. Mechanical maintenance and replacement of exterior doors and garage doors is the responsibility of the individual Unit Owner. The Board may require replacement of doors that are damaged, obsolete, or poorly maintained and/or to be repaired. The Board may condemn doors to enforce replacement. Written approval is required before any door is replaced.
- b. When the HOA does major exterior projects, it will paint all exterior front doors and garage doors with the exception of stained wooden front doors. The mechanical operation of all exterior doors and garage doors is the responsibility of Unit owners. This includes all latches, handles, trim pieces, door locking mechanisms, hinges, etc. All garage keypad openers and hanging message clips must be kept in good repair and appearance.
- c. Garage doors must be kept closed except when in use. This is for safety and security reasons as well as the community's appearance.

## 2. Electrical Circuit Breaker Boxes

- a. Owners are responsible to inspect, maintain, repair, or replace their electrical box(s) as required. Written permission must be obtained from the HOA before the following work can begin replacing the electrical box or adding conduit to or from it for additional external electrical lines. Any secondary exterior electrical box in addition to or separate from an existing one also requires written approval. Also, if construction or installation of steps or pad is needed to reach a circuit breaker box, that too must be approved in writing before started.
- b. Circuit box replacement/installation must be approved and "permitted" 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 in writing by the HOA before ANY work begins.
- c. The above actions require a Restrictive Covenant Agreement (RCA) to be executed and recorded for public notice to future owners.

## 3. Fences

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

- a. Front fences enclosing the front courtyard or porch area belong to the HOA for maintenance (including hinges and latches) and appearance concerns. Those fences were installed in the early 2000s.
- b. Creating any holes in an HOA vinyl fence is prohibited.
- c. If repair or replacement of a fence or 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.). Otherwise, the HOA services and repairs front vinyl fences only at its expense.
- d. The installation and maintenance of back patio/divider fences are the sole responsibility of the Owner subject to HOA Architectural Controls.
- e. Owners seeking written permission to install a patio fence must complete *Addendum B: ACC* form. Back patio fence design/construction must in general match or come close to matching the design and construction of Unit's front courtyard fences as installed by the HOA, including its height, construction material, latches, hinges, panel spacing, etc. See fence specifications, *Addendum C: ACC* Guidelines. Also, fences constructed on sloping or undulating/uneven ground is subject to HOA installation oversight for appearance and continuity purposes given adjacent or surrounding fencing. The HOA wants all fences to be in continuity and harmony with surrounding fencing.
- f. PVC fencing is not designed to withstand/support heavily weighted items! Examples include planters hanging off the top or other rails, garden hose holders, bird feeders and/or baths, etc. Light items may be attached to the fence or gate but only with fishing line and/or white ties.

- g. Do not use the HOA's front fence or an owner's back patio fence as a retaining wall to backfill with dirt and rock. Dirt, rock, or other landscaping materials must not come in direct contact with the fence or posts.
- h. Do NOT operate cooking grills near vinyl fencing. Property Owners are liable for any heat or discoloration damage to vinyl fences.

#### **4. Garage Structures, Maintenance, and Responsibilities**

- a. All HRS garages are attached to their Units with direct access into them; and all garages are considered to be a part of a Unit.
- b. Owners are responsible to maintain and repair their garage interiors as needed or required. This includes its concrete floor. Should the garage floor become cracked, sunken, heaved, or decayed, the property owner is responsible for repairs/replacement. The HOA must approve in writing any repairs/replacement before work starts. The only exception to an Owner's maintenance responsibility 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 disrupts the 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**

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

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

##### **a. Use and Maintenance**

- i. Porches and patio areas are for the personal use and enjoyment of residents and not for storage of personal property such as household appliances, storage boxes, etc. The HOA has jurisdiction over all limited common areas, including patios and porches. 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.
- ii. Personal property placed in in the community's common area must be removed by the end of that day. This includes but not limited to coolers, lawn chairs, toys, water play pools, portable basketball stands, sandboxes, etc.
- iii. Installation of natural gas and electrical lines requires written approval.
- iv. If a Unit is non-compliant, the HOA's Covenant violation and fine process may be imposed until the situation is remedied.
- v. The Board can require repair/removal of unsightly or decaying wood or wood-like decks, repair/removal of concrete back patios that are cracking or crumbling or presenting an eyesore, outdated fences, patio carpet, awnings, and any other unsuitable features that detract from community values and appearance.
- vi. Gas and non-gas BBQs and fire pits: All BBQs and "fire pits" are a safety concern and must be kept a safe distance from the Units, trees,



- fences and other combustible materials. Wood or charcoal smoke can be a serious breathing or health threat. If neighbors reasonably complain or object, the smoke must be stopped. The HOA may investigate complaints and/or refer them to city or county authorities.
- vii. The HOA can require repair(s) and/or condemn back patios for appearance, safety, or rule violation reasons.

**b. Patio Awnings**

- i. To install requires written approval by ACC. Requests must include plans and specifications, sample materials, installation instructions, photos, diagrams, etc. **Addendum B: ACC Form.**
- ii. Any damage resulting from installation is the responsibility of the property Owner. All damage must be repaired within a timely manner given notice by the HOA to a property owner. The HOA may hold a Hearing and impose fines.

**c. Hot Tubs and Play Pools on Patio or Porch/Courtyards;**

- i. Hot tubs require written permission before installation. A hot tub may be installed in the front courtyard/porch area or back patios, but only one hot tub per Unit. Installation of electrical or gas lines for heating or lighting requires a separate written permission in addition to the request for a hot tub. **Addendum B: ACC Form**
- ii. Play pools are allowed outside of courtyard/patio but must be removed at the end of the day.

**7. Plumbing and Sewer – and Emergency Plumbing and Sewer Information**

- a. **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!**

For emergencies after-hours, weekends, and holidays, there is an on-duty manager at Westwind to take calls at 303-369-1800. Please listen to the voice instructions. If you leave an emergency voice message, then you should expect a return call within 30 minutes.

If you do not speak with Westwind or receive a response within 30 minutes, you may then contact HRS's official plumber: Cronen's Plumbing & Heating 303-937-8369. They have 24-hour emergency services, so if no one answers leave a message. Tell Cronen's you have called and left a message with Westwind. Owners/Renters/Tenants must contact and/or leave a message with Westwind. Failure to do that and using another plumber other than Cronen's Plumbing makes an owner liable for plumbing costs in excess of what Cronen's Plumbing would have charged had they been called and visited the property for repairs.

- b. When any emergency plumbing issue occurs (sewer back-ups, leaking or burst pipes, etc.), the owner/renter/tenant is to FIRST contact Westwind Management. For renters/tenant, they should also contact their landlord or management company after calling Westwind to inform them of the problem(s) AND tell them that Westwind has been called (or a message left).
- c. Interior plumbing is the responsibility of the property owner. Interior plumbing elements are defined as: water and sewer elements not shared in common with other Units in that building.
- d. If it is determined that the plumbing problem was caused by the owner/renter/tenant or a third-party, the property owner is responsible for all costs EVEN if Cronen's Plumbing was dispatched by Westwind Management or summoned by owner/renter/tenant.
- e. Owners/renters/tenants are required to communicate and cooperate with HOA contractors and Westwind Management for all plumbing and maintenance issues at their property or adjacent properties. Owners will be responsible for additional costs should they or their renter/tenants not cooperate or fail to ACT in a timely manner causing more damages or costs.
- f. If any plumbing problem is determined to be in a common area sewer line, Westwind Management will review the matter to see if it's an HOA responsibility and cost. Because Cronen's Plumbing is HRS's official plumber, Westwind uses them to determine the cause and responsible for all plumbing problems. If the problem is determined to have been caused by an owner or renter/tenant, the owner will be responsibility for repair costs.
- g. Owners and Renter/Tenants need to know where their Unit's water shut-off valve is located and to ensure that it is operable. Original Unit shut-off valves should be checked for proper operation or replacement by Unit owners. There is no individual water shut-off valve in the one-level patio units. For shut off, arrangements have to made with the city to shut off the main in advance. For each two-story building, there's a Building Master Water shut-off valve in one of the Units that controls water to the entire building. The Building Master Water shut-off valve location is very important to know and to monitor. The HOA has the right to know about their location and operation as a matter of common area responsibility. Requests by the HOA to Owners to confirm a Building Master Water shut-off valve in their Unit is paramount for safety. Failure to comply or work with the HOA may result in legal action and forced entry.  
See map for known shut off water valve locations in *MAP #2 – MASTER WATER VALVE SHUT OFF LIST* and the Location List by Building Number.

## **8. Prohibited Uses**

- a. For safety and damage prevention of common and limited common areas, organized sport activities, ball playing, and skate boarding are not allowed on Common Community Driveways or Visitor/Residential Parking Areas. Use of the Community Park or Aurora sport park facilities is encouraged for such activities.
- b. Riding bikes/scooters in the streets/driveways/parking lots is discouraged due to safety concerns.
- c. Chalk drawings should be confined to an Owner's driveway only.

## **9. Sump Pumps**

- a. Owners are responsible to maintain their indoor sump pump system and its shaft. If a sump pump is required to mitigate water in a basement, HOA written permission is required using the ACC request process. Owners are responsible for installation and maintenance/repair costs, but the HOA will install the shaft as a common area maintenance function. Sump pump water must be discharged outside of the unit and not into its sewer-drain system. The sump pump discharge line requires written permission to penetrating the unit's siding. There may be landscape and water discharge concerns so that the discharged water doesn't drain back into the basement or down the foundation concrete wall. Installation of new interior sump pump shafts would be under the direction of the HOA. The HOA is responsible for all outdoor sumps and shafts.

## **10. Window, Screens, Window Wells, and Window Well Covers**

- a. Mechanical features and operation of exterior windows is the responsibility of Unit owners and not the HOA. However, the HOA has oversight to require repairs or replacement of unsightly or damaged windows.
- b. All windows (including garage) must have screens except for non-opening windows; and all screens must be in good repair (not torn or shredded). The HOA can require owners to install and/or repair screens.
- c. Owners are responsible for all damages to windows and screens, including window washing, golf ball damage, and maintenance. Damage or wear and tear from weather or other causes is an Owner's responsibility.
- d. Plastic window well covers are required for all window wells. Covers must be solid surfaces without drain slats or bars. This includes egress windows, too. Owners are responsible to install and maintain covers in good repair.
- e. Window well pits and their galvanized frames are the responsibility of the HOA. Owners are strongly encouraged to inspect and report if their metal window wells are damaged, rusting, rotting or sloped backwards towards the foundation for improper drainage.

## **VII. CLUBHOUSE, POOL, POOL AREA KEYS AND ID WRIST BANDS – THREE CATEGORIES**

### **1. Clubhouse**

- a. Leasing
  - i. The HRS clubhouse is for its owners only including their renters/tenant if an owner's property is rented. Use of the clubhouse is by written agreement only using a lease provided by Westwind. The owner is the party that leases the clubhouse for owner or tenant. If a renter-tenant uses the clubhouse as permitted by the property owner, that renter/tenant becomes the Lessee-on-site during the actual lease period.

- ii. Owners who lease are responsible to fulfill all the terms and conditions of the lease agreement whether for themselves or their renter/tenant.
  - iii. The Lessee must be on site during the event at the clubhouse. If Lessee leaves the clubhouse during the event, another designated Lessee must be assigned to a responsible adult who must be on site until primary Lessee returns.
- b. Leasing Agreement
  - i. For the lease to be in effect, the leasing agreement (**Addendum F**) must be fully executed by all parties and in the hands of HRS's representative at Westwind. This includes all payments tendered and cleared (rental fee and damage deposit) before the lease goes into effect. Returned checks are charged \$50 per deposit for handling costs.
  - ii. Lessee will have the executed lease on site at all times during the event.
- c. Damage Deposit
  - i. The lease agreement stipulates all terms and conditions. It should be carefully read and understood by Lessee. The damage deposit check is \$200 payable to Heather Ridge South only.
- d. Other Terms and Conditions
  - i. Subject to penalties and fines, the Lessee agrees to follow all posted rules and regulations, terms of the lease agreement, community *Rules and Regulations*, or any direction given by HOA board directors during the scheduled event.
  - ii. The lease is for the interior of the clubhouse only and not the ground level pool area – which is strictly off-limits during the lease event except to use the designated BBQ grills (gas provided by HOA). Attendees are prohibited from the pool area that's for owners and their guests only; pool trespass violations by the Lessee's guests could result in the loss of damage deposit as well closing down the event and vacating the clubhouse.
  - iii. Inside the clubhouse and its balcony is a non-smoking area; the same rules for the pool area except as follows: there are designated smoking areas outside.
  - iv. No one under the age of 18 allowed in the clubhouse alone unless with the Lessee or designated Lessee.
  - v. No alcohol to be served to, consumed by, or in the possession of anyone under the age of 21.
  - vi. Noise levels must be observed for the benefit of surrounding homeowners and their guests. The clubhouse and HRS are subject to City of Aurora Ordinance Zoning. Before 9 PM, 55 dBA is the maximum sound level and after 9 PM its 45 dBA.

- vii. Events must conclude by 12 AM with the exception of New Years' Eve. This includes cleaning up after the event.
- viii. HRS does not provide general or specific insurance coverage for leased events at its clubhouse. Lessee needs to check with insurance providers for their exposure to risks and liabilities, especially when alcohol is served by the host.
- ix. Lessee will inspect the clubhouse before the event for damages or unsatisfactory conditions before taking possession. This allows Westwind time to respond to complaints about its condition during business hours. Complaints filed just before a weekend or on the weekend of a lease may not be acknowledged until the next business day. To protect a Lease's damage deposit, photo records or videos should be made for later discussion. The point to be made here is to inspect the clubhouse in a timely manner.
- x. The clubhouse has a limited number of tables, chairs, and other items available to the Lessee; some of these items are in locked storage rooms, so timely notice is required to provide them before the vent.

## 2. Pool

- a. The pool is for the exclusive use and enjoyment of owners, their renters/tenants, or their guests. However, the pool area is a secured area that's fenced and locked. It is governed by HRS community rules and regulations, security cameras, and operates under city, county, state and federal laws.
- b. The pool operates seasonally from late May (the week before Memorial Day weekend) into September given weather, demand for usage, and other factors at the sole discretion of the HOA.
- c. The pool and pool area may be closed to prepare for community parties with timely Notice posted or emailed. It may also be closed for maintenance, weather, safety reasons, etc.
- d. Each Unit owner is issued one electronic pool card and a set of ID wrist bands (see Card and ID bands below).
- e. Posted at the pool are *Rules and Regulations*, an emergency phone, safety and emergency equipment, the hours of operation, security cameras, a designated smoking area, a play area, seasonal chairs, tables, propane BBQs that the HOA supplies, some cooking utensils, picnic tables, pool and lounge chairs, etc.
- f. There is no lifeguard at the pool.
- g. The pool area is managed by the HOA and HRS property owners. Board members and owners reserve the right to manage activities at the pool, ask people to correct their conduct or actions, and to call the police as needed. This includes removing people for criminal trespassing, disruptive behavior, or violation of *Rules and Regulations*.

- h. Owners/renters/tenants and their guests are asked to report any safety or rule violations to Westwind.
- i. No glass containers of any kind are allowed in the pool area.
- j. Other terms and conditions
  - i. Similar to the clubhouse, the HOA carries General Insurance coverage only for the pool area. Pool and clubhouse users should consult with their insurance agent about liabilities and risks before using the clubhouse-pool area.
  - ii. Clubhouse and pool area users do so at their own risk and sole liability. The HOA assumes no responsibility for accidents or injuries in and around the pool including golf ball strikes.

### **3. Pool Area Card and ID Wrist Bands**

- a. Each Unit owner is provided one electronic keycard to use for the clubhouse and pool. If lost, its replacement is \$25. Cards may be given to renters/tenants for their exclusive use only, but owners remain for loss or abuses. Cards are not to be given to others. Card users must wear the prescribed ID wrist band.
- b. ID wrist bands were issued to all owners in 2015 to prevent unauthorized use of the pool area. They are visual identification of authorized use. All people in the pool area must wear (or carry) an ID wrist band. No exceptions. Violators will be asked to show their wrist band or will be asked to leave.
- c. Each Unit Owner is issued six colored ID wrist bands – two green ones for adult residents, four yellow ones for adult visitors and children. These ID wrist bands are for each Unit and passed onto subsequent owners. They are listed in the HOA's Status Letter similar to passing onto buyers Unit pool and mailbox keys. Replacement for ID wrist band is \$25 for up to six bands.
- d. Unit owners and/or their renters/tenants may have up to 26 total guests including themselves at the pool and pool area, but everyone in their party must be wearing an ID wrist band. Additional bands are available for lease from Westwind Deposit of \$50 per packet of 10 bands. For a refund in full, bands must be returned by the end of the next business day.) Please contact Westwind for more information.

## **VIII. LANDSCAPING AND WATER USAGE**

### **1. Landscaping- two categories**

- a. Landscape Common Areas:
  - i. Landscape for and in the common area is strictly controlled by the HOA's Landscaping Committee. The common area is defined as all land outside of Unit "footprints" and limited common area as defined in the *Declaration*. "Control" by the HOA means prohibiting others from planting outside of or "expanding" their limited common area landscaping onto the common area.

- ii. Only the HOA may landscape, plant, and maintain the common area elements unless written permission is given to others. On May 1, 2016, the HOA decided to allow Owners to apply for written permission to do “personalize landscaping” in common area land adjacent to an Owner’s Unit only. This policy is directed at the common areas in front of as well as in back of Units to encourage beautification and water conservation. Owners requesting to do this must submit a written ACC request form with a diagram outlining the project’s landscaping goals, materials, and maintenance. The HOA may participate in landscaping costs.
- iii. Written permission will detail maintenance and care requirements as well as failure to maintain the area. This could result in cancellation of written permission. Written permission is publicly recorded using a Restrictive Covenant Agreement (RCA) for “personalized landscaping” on common area land. Recording the RCA informs and obligates future owners to their responsibilities and liabilities for this landscaping.
- iv. Procedures to control “personalized landscaping” violations include HOA correspondence, Hearings, and a Status Letter as prescribed in the *Declarations* and reiterated in the *Rules & Regulations*.
- b. Limited Common Area
  - i. Landscaping for and in the Limited Common Area is defined as common area land restricted for the sole use and enjoyment of a property owner subject to the *Declaration* and with oversight of the HOA.
  - ii. The HOA has the authority to require owners to remove trees and bushes and other landscaping in limited common areas that pose a health or safety threat to persons or property. Removal and cost is an Owner’s responsibility even if the present owner didn’t do the landscaping or plant a tree. An Owner is responsible for all trees, bushes, and landscaping in that Owner’s limited common area.
- c. General issues
  - i. When limited common area landscaping encroaches on common area land, the Unit Owner is responsible to remove it or apply for and obtain written permission from the HOA.
  - ii. Residents may not cut, trim, remove, plant, garden, harvest, or “grow anything” on common area element land without written permission from the HOA. If maintenance is needed, then please report it to Westwind.
  - iii. See **Addendum “D”** herein attached for reference of Owner responsibilities.
  - iv. Excavating, or digging, in HRS soil for any reason, no matter how minimal, may require an Owner to contact Utilities Location Service (#811) for power or service lines. Please allow time for service providers to search and designate your area for lines. Digging without a “locator map” makes the owner liable for any and all property damages, disruptions of service, and personal injury.

## 2. Water Usage

- a. Outside of a Unit’s footprint, owners/renters/tenants may hand water only the grass, gardens, and plants. No stationary or “static” watering devices may be used. All water must follow City of Aurora watering guidelines and restrictions.

- b. No watering golf course land.
- c. Washing of cars is strictly prohibited even if you use recycled water!  
Washing a car gives the wrong impression that it is ok to wash cars here. Owners may hose out their garage area subject to water restrictions. Owners are encouraged to sweep garage floors first before hosing to limit water usage.

## **IX. MISCELLANEOUS**

### **Communication Systems: Cabled TV and Landline Phones**

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

#### **1. Garage Sales – Estate Sales**

- a. HRS has one authorized annual community garage sale usually in the spring. This may be organized by the HRS Board or by a resident volunteer. The Board supports by advertising and providing funds for signs and such. Interested parties should contact Westwind for details.
- b. During the three-day event, Unit garage doors may be open to display goods for sale. At the end of each day, all signs and display tables outside the Unit must be removed and garage doors closed.
- c. Estate Sales and/or 'moving sales' are permitted only when approved by the Board in writing. Garage doors must remain closed during the sale except to move items out. Please contact Westwind for full details.
- d. Garage sales by individual owners are not permitted.

#### **2. Grills**

- a. Operating any cooking grill is a safety concern governed by the City of Aurora and its fire code. In particular, NO grills may be operated in a garage. This includes, but is not limited to gas, charcoal, propane, smoker, oil fryer or electrical devices. Violators are subject to fines and civil charges; it may also void your insurance coverage.

#### **3. Oil Stains on Driveways**

- a. Owners are responsible to maintain in good order their driveway surfaces to include but not limited to no oil stains, no debris, etc. Oil stain removal needs to be done under HOA guidance for the proper use of products or methods. If oil or other driveway stains are not corrected by owners, the HOA may give notice to an owner to correct the problem. If the oil stain is a reoccurring problem from a parked vehicle, the Board may conduct a Hearing to resolve the problem.

#### **4. Holiday Decorations**

- a. The display of all holiday decorations is restricted to 30 days prior to and 30 days after the holiday date.

#### **5. Renters/Tenants – Rental Property**

- a. Owners have the right to lease their Unit(s) under the following HRS restrictions: (a) no lease/rental agreements less than a three-month period (Examples AIRBNB, VRBO, Homeaway, etc.), except for holdover tenancies



at the end of a lease term; (b) all leases to be written agreements stating the Renter is subject to the HRS *Declaration, Bylaws and Rules and Regulations*.

- b. Owners, not the HOA, are responsible to provide the renters/tenants a copy of controlling documents, including the most current *Rules and Regulations*. Renters/tenants are required to follow all HOA documents and rules. Owners, not renter/tenants, are accountable for violations and fines. Owners are responsible for renter/tenant compliance and are subject to Hearings and fines. Failure to receive any of the Governing Documents, including these Rules and Regulations, shall not constitute a defense in event of violation of said documents.
- c. For safety and security reasons, owners are required to inform Westwind Management of their renter/tenant's name and contact information within 30 days of tenant taking residency (especially important for emergency situations and e-mail blasts to all residents).

## **6. Trash Pickup and Recycling**

The HOA provides trash services using a private contractor. That expense is part of the Annual Budget funded by monthly assessments for organic waste and recycling. The following may be altered by the Contractor at any time.

- a. Organic trash pickup day is every Friday. Recycle trash pickup is every other Friday. This may change from time to time.
- b. Exceptions to trash pickup on Friday include federal and state holidays (Memorial Day, Independence Day, Labor Day, etc.) seasonal holidays such as Christmas and New Year Day, and weather conditions. If in doubt, please check the HRS annual calendar mailed to owners as well as HRS's website.
- c. HRS does not provide trash cans for residents – that is a resident's expense. Recycled trash must be placed in approved "recycle" containers per the refuse/waste company. Please contact Westwind Management [www.westwindmanagement.com](http://www.westwindmanagement.com) or the HRS website [www.heatherridgesouth.org](http://www.heatherridgesouth.org) for details.
- d. Trash may not be set out prior to 6:00 PM the day before scheduled trash pickup.
- e. All trash cans must be removed by end of that trash pickup day.
- f. Trash strewn by weather or animals is the responsibility of the Owners-Tenants to pick up!
- g. Placement or location of your trash cans is important. During most of the year, refuse and trash containers may be placed at or near the corner of your Unit's driveways but not on the sidewalk or the grass (to avoid damage to the grass and sprinkler heads) Please do not block sidewalks or other driveways. During the winter and snow-ice conditions, please place refuse/containers on the snow-covered grass areas off the driveway and sidewalks. This will allow for snow removal and pedestrian usage.
- h. 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.
- i. Large or unsightly amounts of trash may not be placed outside of a Unit for pickup like garbage cans. This is not only an eyesore that reflects poorly on the community, but it may attract "scavengers" to the community - be they two

or four-legged ones. Disallowed trash items include - furniture and large decorative items, appliances, carpet, discarded cabinets and counters, remodeling refuse, un-collapsed cardboard boxes, etc. Our trash collectors will do "special pickups" at a reasonable cost to the Owner. Please call 303.744.9881 for more information. Large or unusual refuse items for pickup is restricted to established trash pickup days – Friday only unless other arrangements are made.

- j. Also not allowed are television sets, computers, and other electronic equipment. Landfills prohibit paint cans with any paint, chemicals, or toxic materials. Do not place prohibited items outside for trash pick-up!
- k. Do not put "free" items outside of your Unit for others to whimsically take. Again, this detracts from the community and attracts opportunists...especially when "free" things sit for days. Examples include furniture, appliances, BBQs, and other personal property as "free" or "giveaways."
- l. Violation of these rules, the HOA may immediately remove disallowed trash "dumped" outside of a Unit. The HOA may "relocate" the trash back onto that Unit's front courtyard. The HOA will try to quickly notify owners in violation, but that doesn't always work. If the "trash problem" is not corrected quickly the HOA will act that day. Subsequently, the HOA may conduct a Hearing that may include assessing fines and costs.

## **7. Unwanted animals and "critters": Birds, Rodents, Insects, Reptiles**

- a. If you suspect "critters" are living in, on, or under your Unit. Owners are responsible for animal pest control problems inside and outside of their Unit including their limited common areas. This includes the costs of professional animal control services. Please contact Westwind Management for advice or pest control referrals. Dead animals could be a public health problem, so please report instances to Westwind and to Aurora Animal Control.
- b. Owners are responsible for pest control expenses inside their Unit even if the "critter" originated from outside the Unit. Owners are also responsible to mitigate pests in their attic, walls, garage, or limited common area(s). Contact Westwind Management about pest control issues in common areas.
- c. Owners are responsible to protect their Unit(s) from unwanted access by "critters" including but not limited to the following: wire screens on all vents – dryer outlets, sump pump shafts, radon, windows, etc. Also, Owners need to observe and inspect if "critters" are burrowing under patios and porches, garden areas, or into structures. Please contact Westwind Management with any questions.
- d. The HOA is responsible to install wire screens on all chimney caps. However, if the Owners are made aware of their chimney needing a screen, they are responsible to notify the HOA.
- e. Owners and renter/tenants are discouraged but not prohibited feeding birds or other animals outside their Unit. This may attract unwanted "critters" creating a public health problem. The HOA may require Owners to clean up areas with bird feed or other debris. If not corrected, the HOA will notify the owner or owners adjacent to the problem area to clean it up. Failure to comply may result in the HOA cleaning up the mess and holding a Hearing to bill responsible parties and/or fines.

- f. No animals, livestock, poultry, bees, etc. may be kept or raised in the HRS community. Violators will be referred to the City of Aurora.

## **X. PARKING**

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

- safe access and usage for vehicles and pedestrians
  - emergency vehicle access
  - snow and ice removal
  - insurance coverage and liability issues
  - real estate values
- a. Because HRS was conceived, planned, and constructed in the early 1970s, its physical layout and parking design reflects the lifestyle then - no SUVs vs. today. In the 1970s there were two cars per household, and drivers routinely parked inside their garages each night. Also, garages were seen primarily for cars, and secondarily for "some" storage and almost never for finished living space. Today, changing lifestyles have puts new pressures on old rules.
  - b. Parking outside of garages creates a cluttered and congested appearance in the community. A few parked cars outside of Units is not a problem, but when a majority park outside their garages the community looks congested. It may be a safety factor given, outside cars are susceptible to break-ins as well as a hinderance to emergency services. Please try to park first in your garage before parking outside.
  - c. HRS oversees and regulates all common and limited Common Areas including all driveways and general parking. It has no authority over public roadways South Wheeling Way and South Xanadu Way, although it actively monitors parking and other violations by reporting to Aurora Police Department.

### **2. HOA Declarations, Rules and Parking Enforcement**

- a. Declarations, Article VII, Section 12, states: "No commercial-type vehicles 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."
- b. 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 (HRS's interior private roadways) except 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 violation will be posted on the violating vehicle requesting it be removed in 72 hours. Failure to move it, the Association will exercise its right to remove it without liability, and the expense of towing and storage will be charged against the vehicle owner. Unused or

abandoned vehicles parked on a public right of way may be referred to the City of Aurora.

- c. 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:**

- a. Oversight to encourage parking in garages vs. using garages for storage or living space.
- b. Providing Residents equal access and parking in driveways, interior roadways and general parking lots available to Residents.
- c. Effective emergency vehicle access and thoroughfare throughout HRS.
- d. Relief for adjacent properties affected by vehicle congestion, general access, safety, and emergency service issues.
- e. Parking space based on vehicle size and number.
- f. Parking perpendicular or parallel to the garage door.
- g. Interior road maintenance and snow operations.
- h. Vehicle registration and licensing, appearance, and safety, static or operational.
- i. Not all HRS Unit driveways are equal in terms of parking depth. Parking in smaller depth driveways may result in safety issues with vehicles extending out into interior roadways. Vehicle owners are responsible for the safe parking of their cars, and the HOA may deem what is or isn't safe parking.

**4. Rules for parking, storage of trash bins, trailers, RVs, etc.**

- a. No parking on HRS property vehicles that are not registered, have expired or no license plates, or are inoperable. Such vehicles parked along public roadways Wheeling and Xanadu may be reported to Aurora Police.
- b. Driveway parking is primarily allowed on the concrete portion of driveways only, but driveways may vary in depth and construction materials, so parking on driveway asphalt could be a reasonable option.
- c. No more than two vehicles may be parked perpendicular to a garage door.
- d. No more than one vehicle may be parked parallel to the garage door given that parallel parking doesn't impede traffic or adjacent driveways.
- e. No parking in another Unit's driveway unless written permission is given by that owner.
- f. No vehicle may be “stored” outside a garage or in HRS parking lot areas for more than three consecutive days without written permission from Westwind Management. “Storage” is defined as not “significantly” moving the vehicle for three consecutive days or sitting on “blocks” or other vehicle lifting or support equipment or covering the vehicle with a tarp or other “weather protection” gear.
- g. HRS policy asks all residents to park first in their garage before parking other vehicles outside in front of the garage. Every HRS Unit has an

attached two car garage for residents to park vehicles inside on a daily basis.

- h. If a parked vehicle is deemed hazardous, threatening to the safety or operation of the community, blocks access to another Units, or is in a no parking zone, the offending vehicle(s) may be towed without Notice. In some situations when “time is of the essence” during snow removal conditions, and a vehicle obstructs snow removal operations, towing operations may begin when plowing starts. Towing costs and damages will be the responsibility of vehicle owners.
- i. Should an emergency vehicle enter HRS causing damage to vehicles or other personal property, HRS is not responsible. All residents should have vehicle insurance and other insurance or liability coverage.
- j. Limited exceptions to the parking rules will be considered on a case-by-case basis. Examples include temporary construction, temporary storage, emergency situations, moving vans, recreational vehicles (RVs), etc. In all cases, written permission must be obtained from Westwind Management before parking or staging equipment.
- k. No parking is allowed on or over sidewalks along S. Wheeling Way or S. Xanadu Way that blocks foot traffic. Vehicles parked in driveways should park closest to the garage door so as to not impede foot traffic or general thoroughfare on public roadways or private garages/driveway parking. Parked vehicles or trailers on HOA land is strictly prohibited (this is the earth, grass, or landscaped areas, not the asphalt-concrete areas).
- l. Written permission by the HOA is required to place storage containers, trash bins, or moving pods outside of Unit garages or on other HOA common areas. Parking such items requires written permission by the HOA. This also includes moving storage containers, contractor trailers, portable workshops, etc. The HOA requires that trash bins, containers, trailers, or work vehicles along with construction equipment or machinery must be placed in the Unit’s garage first before being placed outside on the driveway. If conditions make working in the garage unreasonable, then the Unit owner may request written permission from the HOA to work and place equipment outside of their garages before starting work.

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

- a. Snow and ice removal of public sidewalks, interior roadways and driveways is an Association function and expense. Vehicles parked in Unit driveways in front of the garage doors hinders snow and ice removal/mitigation and emergency egress.
- b. Failure to follow the parking rules will initiate the Parking Violation Process for vehicle removal, fines, or Hearings.
- c. Snow conditions: When snow is forecasted, owners/renter/tenants must remove vehicles from garage driveways or designated parking spaces and lots to garages or onto public roadways (S. Xanadu Way and S. Wheeling Way) before plowing commences. Failure to do so when snow removal starts may result in vehicles being towed at owners’ expense.
- d. Driveways and spaces/lots blocked by a vehicle will NOT be plowed pending towing of that vehicle. Owners/renters/tenants may be liable for costs, damages and injuries resulting from their failure to remove parked vehicles from their driveway, guest spaces, or parking lots on HOA land.

- e. Only HOA approved and provided ice removal agents may be applied to sidewalks, driveways, or on common areas. Owners will be financially responsible for repairs/replacement of any concrete/asphalt surfaces if their ice removal products result in damages.

#### **6. Community Parking Lots – Residents and Guests**

- a. Please see *Map #1: HRS Address Numbers and Parking Lots*
- b. Parking is limited to owners, renters/tenants and their guests
- c. Vehicles may not be stored in parking areas. Vehicles must be moved every 72 hours (3 days) or are subject to ticketing and towing.
- d. No parking is allowed in the HOA's clubhouse parking lot (2811 S Xanadu Way) unless for a clubhouse or pool area function.

### **XI. HRS'S TWO COMMUNITY PARKS**

- 1. Community Parks are for HRS Owners/renters/tenants and their guests only.
- 2. Please leave the parks better than you found them by picking up trash, dog poop, and reporting to Westwind any problems.
- 3. Pet feces must be picked up immediately per City of Aurora Code.
- 4. Park Curfew is 10pm – Dawn.
- 5. Parks are patrolled regularly by HRS.

### **XII. PETS**

- 1. Laws and regulations of the County of Arapahoe and/or the City of Aurora and/or the Heather Ridge South Homeowners' Association will apply to all pets and their owners/renters/tenants. Pet owners shall ensure that their pet(s) does not interfere with the quiet and peaceful rights of other residents.
- 2. Household pets that are reported to Westwind as a nuisance will be initially referred to the City of Aurora.
- 3. Animals may not be tied down, leashed, or anchored in common areas; nor may animals be left unattended or unleashed.
- 4. Pet feces by your pet and others must be immediately removed from all common and limited common areas. According to Aurora City Code and HRS's *Rules and Regulations*, it is unlawful to permit excrement to accumulate on any property to the degree that it becomes offensive or a health and safety issue. This includes fenced limited common areas for all Units.
- 5. Pet feces must be removed regardless of its location (front courtyards, back patios, garage, home interior, etc.) by the property owner/renter/tenant or any other person on site in control of the pet. Removing animal waste by hosing or washing it off limited common areas onto common areas or adjacent property outside of your limited common area is prohibited. Feces must be collected and bagged for disposal before rinsing or washing the affected area.
- 6. Pet owners are financially responsible for any injury, disturbance(s) or property damage (such as common area grass or fences) their pets may use or damage.

### **XIII. SIGNS**

#### **1. Flags**

- a. Number of Flags: At any given time, no more than 3 flags shall be displayed at a Unit.
- b. Location of Flags: Flags may be displayed at a Unit on a flagpole, in a window, or along railing or adjacent to balconies, decks, in courtyards, or patios.
- c. Size of Flags: Flags shall not exceed a maximum dimension of 3 feet by 5 feet.
- d. Size of Flagpoles: Flagpoles may only be placed in courtyards. Prior to installation, Owners must obtain approval. Flagpoles shall be limited to 1 flagpole per Lot in the Courtyard (up to 3 flags can be displayed from the flagpole). Flagpoles shall not exceed 15 feet in height and shall be placed at least 10 feet from the Lot boundary. Flagpoles may not be permanently attached to any portion of the Lot for which the Association has a maintenance obligation, and they may not be placed on the Common Elements.

## **2. Signs**

- a. Number of Signs: At any given time, no more than 3 signs shall be displayed at a Unit. A double-sided sign shall constitute 1 sign. A sign with 3 or more sides is prohibited.
- b. Placement of Signs: Signs may be placed only in the Unit windows. Signs may not be permanently attached to any portion of the Lot for which the Association has a maintenance obligation. Signs may not be placed on the Common Elements.
- c. Size of Signs: Signs shall not exceed a maximum dimension of 2 feet by 3 feet.

## **3. Real Estate**

- a. "For Sale" or "For Rent" signs cannot be placed outside of a Unit's interior "air space" on the Unit's fence or general common area land. Signs must be placed on the interior side of a front window and back window only, and all signs must be removed immediately upon the closing of the sale or rental of the Unit.
- b. Freestanding "For Sale" and "For Rent" signs are NOT allowed outside the Unit on common or limited common ground. Sign violations will cause the signs to be removed by the HOA for immediate disposal.
- c. 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**

- a. Appropriate personal signage is allowed to be hung on front PVC fences such as identification of a name, address, disclaimer (Beware of Dog), etc., but may not be attached by adding holes to siding or fencing materials. Suggested method of attachment is fishing line or plastic ties.
- b. If a HRS resident thinks additional signage is needed for safety or for other reasons, that resident must contact Westwind first and submit a request in writing before putting a sign out. Residents are not permitted to

place signs or notices on common areas for private or personal reasons. For example, a “Slow Down”, “Kid’s Play Area” or other public notice/warning signs must be permitted by Westwind. The Association has oversight for such signs and others.

- c. A sign or flag bearing commercial messages is prohibited.
- d. A sign or flag may not include a depiction or emblem made from lights, roofing, siding, paving materials, flora, paint, chalk or other item, or from balloons, or any other building, landscaping, or decorative component.



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



**HEATHER RIDGE 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>BUILDING</b>	<b>UNIT with SHUT OFF</b>	<b>BUILDING</b>	<b>UNIT with SHUT OFF</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>PATIO UNITS HAVE MAIN SHUT OFF AT WATER METER</b>			
<b>BUILDING</b>	<b>UNIT</b>	<b>BUILDING</b>	<b>UNIT</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: HRS Postal Boxes and Addresses Served**



## ADDENDUM A

### HEATHERRIDGE SOUTH HOMEOWNER MAINTENANCE REQUEST FORM

Please complete this form and return to Westwind Management Group, Inc.

Fax: 303.369.0007

EMAIL: [audrey@westwindmanagement.com](mailto:audrey@westwindmanagement.com) or [sabrina@westwindmanagement.com](mailto:sabrina@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**

**ACC REQUEST FORM**

**HEATHERRIDGE SOUTH  
ARCHITECTURAL CONTROL  
IMPROVEMENT REQUEST FORM**

Applicant Name: \_\_\_\_\_

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

Home/Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

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

- ☐ Painting      ☐ Windows      ☐ Fencing      ☐ Roofing      ☐ Deck/Patio Slab  
☐ Room Addition      ☐ Door – Front      ☐ Door - Garage

☐ Other \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Planned Completion Date: \_\_\_\_\_

I understand that I must receive approval of the Architectural Control Committee (ACC) in order to proceed. I understand that ACC approval does not constitute approval of the local building department and that I may be required by my local building department to obtain a building permit. I agree to complete improvements promptly after receiving approval. I have read any accompanying instructions and will comply. I understand that all projects are subject to final inspection by the ACC.

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

**Note: If you have not been contacted by management, please do not assume your form was received, and for your protection, do not begin any changes or improvements until you have received written approval from your ACC through management.**

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

Date Received: \_\_\_\_\_ Date to ACC: \_\_\_\_\_

**CRITICAL DATE:** \_\_\_\_\_

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

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

**ADDENDUM C**  
**HEATHER RIDGE 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 (with the exception of patio home units): Fence dimensions:

- Height: 4 ft or 5 ft to match the height of any existing fence in the same building.
- Depth: (extending outward from Unit) is not to exceed 11 ft from the inner most wall or window of unit.
- 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 Heather Ridge South Board of Directors.

### Specifications 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)  
5ft = 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
- Post Inserts: 4.5"x 4 ft
- Rails: 1.5"x 3.5"x 6ft 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.

## **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.
- Removal of old/unused/damaged cables is the responsibility of the owner and needs to take place before new cable can be installed. Touching up the building paint if painted cable is removed is also the responsibility of the owner. Touch up paint is available on request.



# ADDENDUM D

## HEATHERRIDGE SOUTH

### MAINTENANCE RESPONSIBILITY QUICK REFERENCE LIST

HEATHER RIDGE SOUTH ASSOCIATION

MAINTENANCE REPAIR		AND INSURANCE		RESPONSIBILITIES	
MAINTENANCE REPAIRS		RESPONSIBILITY		INSURANCE	
DESCRIPTION	HOA	OWNER	HOA	OWNER	
<b>BUILDING EXTERIOR</b>					
BUILDING STRUCTURE, FRONT PORCHS	X		X		
EXTERIOR SIDING, EXTERIOR PAINTING,BRICK, TRIM, OTHER EXTERIOR SURFACES	X		X		
ROOF SHINGLES, ROOF UNDERLAY	X		X		
GUTTERS AND DOWNSPOUTS	X		X		
CHIMNEY REPAIRS OUTSIDE UNIT	X		X		
CHIMNEY, FIRE BOX, FLUE REPAIRS INSIDE UNIT		X			X
REAR PATIOS,DECKS		X			X
WINDOWS, FRAMES, PATIO DOORS AND DOOR FRAMES, FRONT DOORS AND FRAMES		X			X
GARAGE LIGHT FIXTURES OUTSIDE OF UNIT, BULB REPLACEMENT	X		X		
SKYLIGHT, FANS, ANY OTHER UNITS APPROVED TO PENATRATE THE ROOF SURFACE		X			X
GARAGE DOORS (COLOR WHITE ONLY)		X			X
GARAGE DOORS PAINTING (NO WOOD DOORS)	X				
FOUNDATION AND INTERIOR FLOOR SETTLING		X			X
WINDOW WELLS	X		X		
WINDOW WELL COVERS		X			X
<b>UTILITIES</b>					
UTILITIES AND LINES INSTALLED OUTSIDE OF UNIT AND SERVING MORE THAN ONE UNIT OR THAT SINGLE UNIT	X		X		
UTILITES AND LINES INSTALLED WITHIN IN INDIVIDUALS UNITS		X			X
AIR CONDITIONING UNITS AND LINES		X			X
SUMP PUMPS AND SUMP PUMP PITS INSIDE UNITS		X			X
SUMP PUMPS AND SUMP PUMP PITS OUTSIDE UNITS	X		X		
WATER PIPES OUTSIDE A UNIT AND SERVICING MORE THAN ONE UNIT	X		X		
WATER PIPES INSIDE A UNITS AND SERVICING ONLY THAT UNIT		X			X
ELECTRIC CIRCUIT BOXES SERVICING EXCLUSIVELY THAT UNIT INSIDE OR OUTSIDE		X			X
<b>GROUNDS</b>					
GRASS, TREES, SUBBERY, AND LANDSCAPING	X		X		
GROUNDS MAINTENANCE, LANDSCAPING GRADING	X		X		
PRIVATE ROADS, DRIVE WAYS, SIDEWALKS, CURBS,WALKWAYS	X		X		
MAILBOX KIOSKS	X		X		
FRONT COURT YARDS PERIMETER FENCES	X		X		

# **HEATHER RIDGE SOUTH ASSOCIATION**

<b>MAINTENANCE REPAIR</b>	<b>AND INSURANCE</b>	<b>RESPONSIBILITIES</b>
FRONT COURT YARDS SIDEWALKS		X
REAR PATIOS, DECKS PERIMETER FENCES		X
<b>CLUBHOUSE</b>		
ALL INTERIOR AND EXTERIOR REPAIRS	X	X
ALL GROUNDS, POOL AREA, FENCE AROUND POOL	X	X
POOL, HEATER, AND FILTRATION SYSTEMS	X	X
<b>OTHER</b>		
IRRIGATION SYSTEM	X	
GARBAGE COLLECTION	X	
SNOW REMOVAL	X	
SNOW REMOVAL SIDEWALK INSIDE COURT YARD		X
RETAINING WALLS	X	
IT IS IMPORTANT TO NOTE THAT THE ASSOCIATION MAY BECOME RESPONSIBLE FOR ITEMS THAT WOULD NOT 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, ANYTHING 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, ECT. THAT WERE ORIGINALLY INSTALLED BY THE DEVELOPER, THE OWNER BECOMES RESPONSIBLE FOR THOSE ITEMS.		

**ADDENDUM E**  
**HEATHER RIDGE 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. FOR SAFETY PURPOSES, ANYONE WHO IS NOT COMPETENT SWIMMER SHALL NOT BE ALLOWED IN THE POOL WITHOUT THE SUPERVISION OF A RESPONSIBLE COMPETENT SWIMMER WHO IS 18 OR OLDER.
- 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.
- ANYONE WHO IS INCONTINENT OR CANNOT CONTROL THEIR BOWELS MUST WEAR PROTECTION UNDERGARMENTS, SUCH AS SWIM DIAPERS WHILE USING THE POOL.
- 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

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:

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

Set up time: \_\_\_\_\_ A.M./P.M. Clean-up time: \_\_\_\_\_ A.M./P.M. (Must be out by end of clean up time)

Time of Event: \_\_\_\_\_ A.M./P.M to \_\_\_\_\_ A.M./P.M

Type of party: \_\_\_\_\_ Number People Attending Party: \_\_\_\_\_

Will Alcohol be Served: Yes \_\_\_\_\_ or No \_\_\_\_\_

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).

<input type="checkbox"/> Check One	Size of Group	Rental Fee (per day)	Damage Deposit
	25 or less	\$90.00	\$200.00
	26-50	\$120.00	\$200.00
	51-100	\$200.00	\$200.00
	101-160	\$300.00	\$200.00

For groups of 101 to a maximum of 160 people the rental fee will be \$300.00 plus a mandatory cleaning fee of \$120.00. 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 \$50 to be assessed to the owner's account in the same manner as a maintenance fee.

An HOA Member will check to ensure property has been vacated at the end of the event. Security Cameras are also in use.

- A damage deposit is required by all Renters. The 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 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.**
- 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.***

- Payment must be made in advance prior to receiving access 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.

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, dish soap, trash bags and floor cleaner. Also, a vacuum cleaner, mop, and bucket are on the premises for your use (downstairs closet).

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. Children must be supervised at all times and not allowed to run freely throughout the clubhouse.

**NO** Smoking is allowed within the building. **NO** smoking is allowed within 25' of the front entry. Smoking is allowed in designated areas only.

All animals are prohibited in the clubhouse.

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).

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.

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.

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.

If additional tables are needed you must notify Management at least one (1) week prior to your event so that Management can arrange to have as many tables as possible removed from storage.

Clubhouse Renter must sign this rental agreement and agree to abide by its terms. Facility reservation will not be confirmed until Management receives the rental fee and deposit, and this agreement is executed.

Clean any dishes, refrigerator, or stove, etc. if used.

NAME: _____	DATE: _____
ADDRESS: _____	
PHONE NUMBER(S): _____	
SIGNATURE: _____	

\_\_\_\_\_

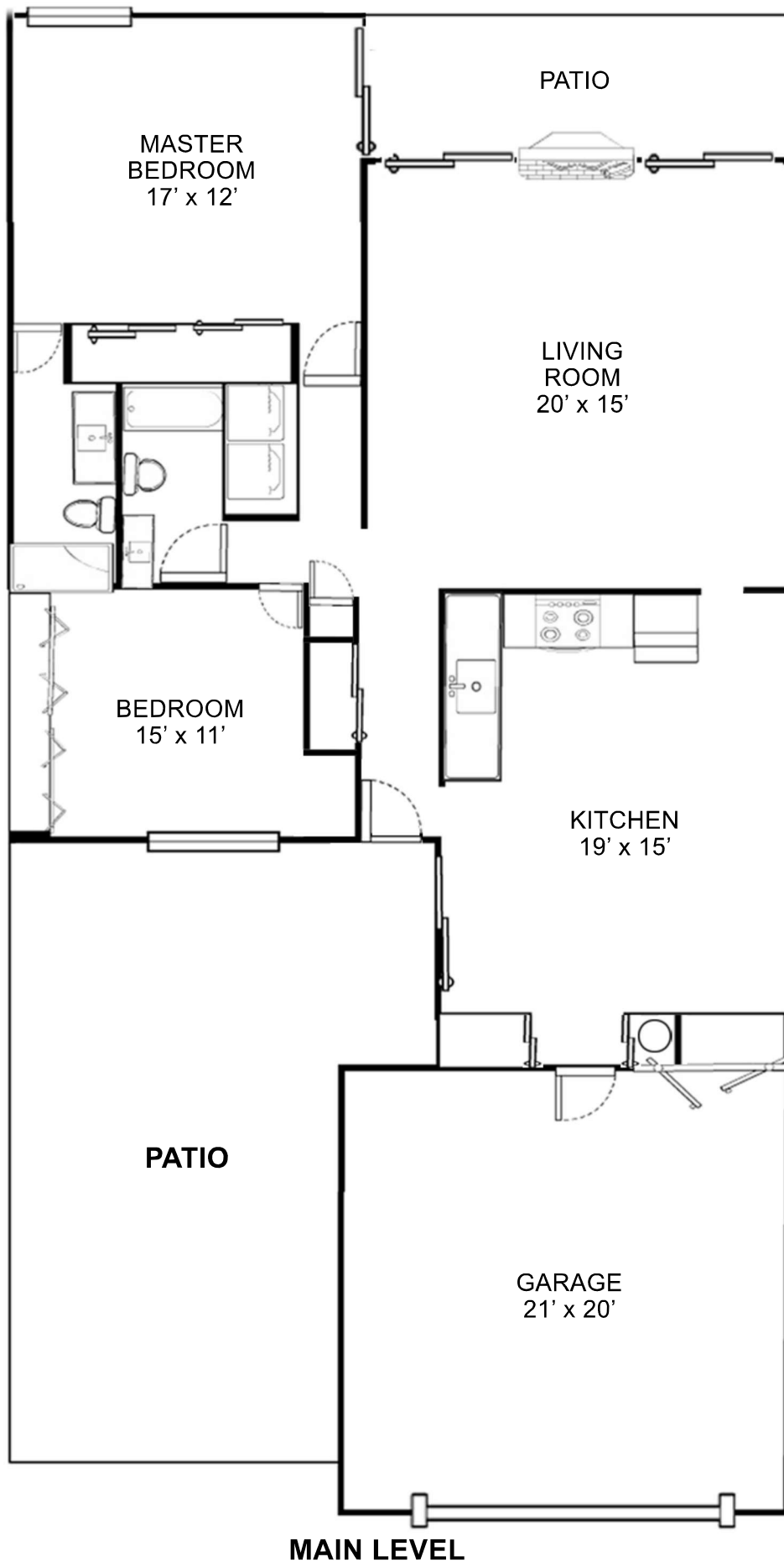
<p>TO REPORT A MAINTENANCE ISSUE, PLEASE CONTACT MANAGEMENT AT <b>303.369.1800</b> AND LEAVE A MESSAGE.</p> <p>IN NON-LIFE THREATENING EMERGENCIES, PLEASE CONTACT <b>WESTWIND MANAGEMENT'S</b> MAIN NUMBER AT <b>303.369.1800</b> AND FOLLOW THE INSTRUCTIONS.</p> <p>LIFE THREATENING EMERGENCIES PLEASE CALL <b>9-1-1</b>.</p>
---

TO ACCESS THE CLUBHOUSE YOUR POOL ACCESS CARD WILL BE ACTIVATED DURING THE APPROVED RENTAL TIMES. IT IS UP TO YOU TO CONTACT AUDREY AT WESTWIND MANAGEMENT TWO DAY PRIOR TO YOUR RENTAL (ON THURSDAY IF YOUR RENTAL IS ON A WEEKEND OR HOLIDAY). 303.369.1800. DO NOT PROP THE FRONT DOOR OPEN. ONCE CARD IS USED DOOR IS OPEN UNTIL END OF CLEAN UP TIME. DOOR WILL BE AUTOMATICALLY LOCKED AFTER.

#### **Floor Care**

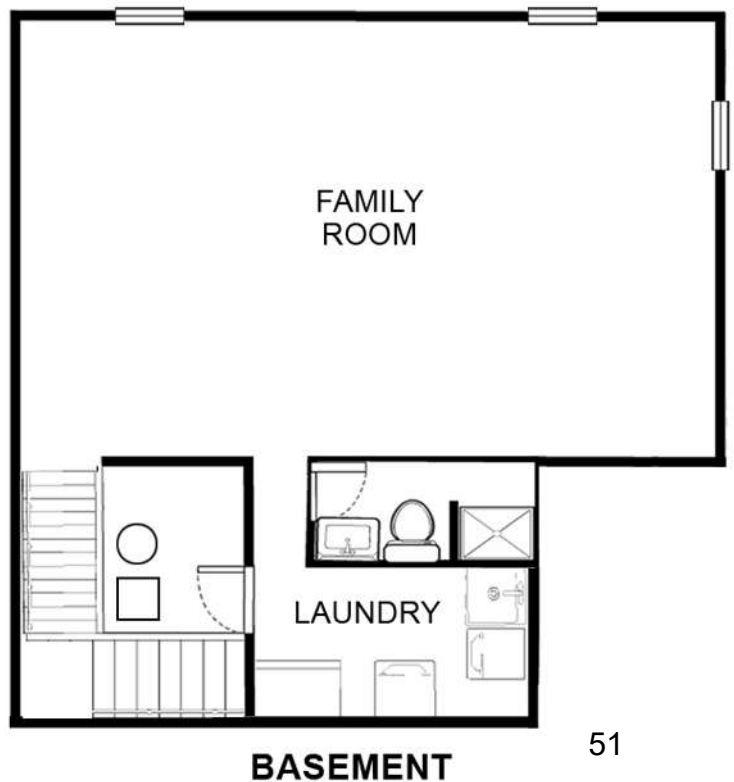
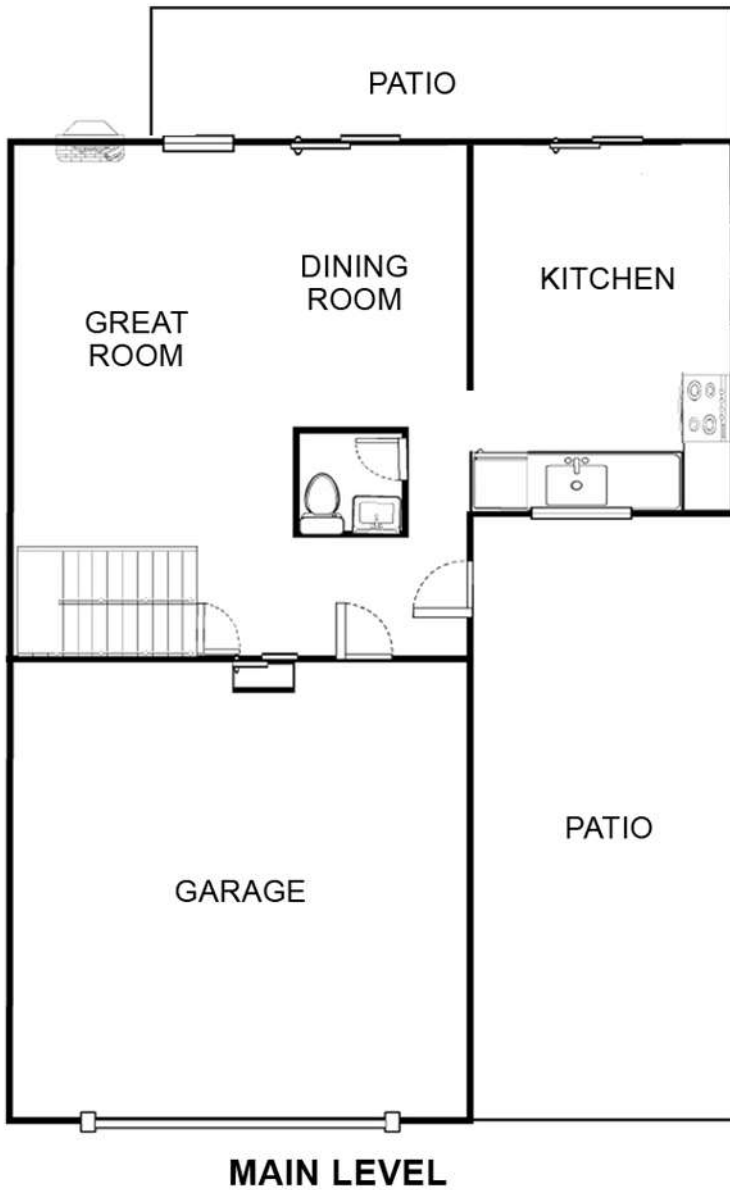
- Always use plywood or other boards when moving heavy objects across the floor.
- Sweep, dust, mop or vacuum the floor to remove all loose dirt and grit.
- Lightly damp mop with well wrung mop.
- Clean the floor using a properly diluted Neutral pH cleaner in cool water or ready to use spray cleaner 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.

**ADDENDUM G**  
**HRS ASPEN MODEL**



**1,365 Sq Ft PATIO UNIT NO BASEMENT**

# HRS SPRUCE MODEL

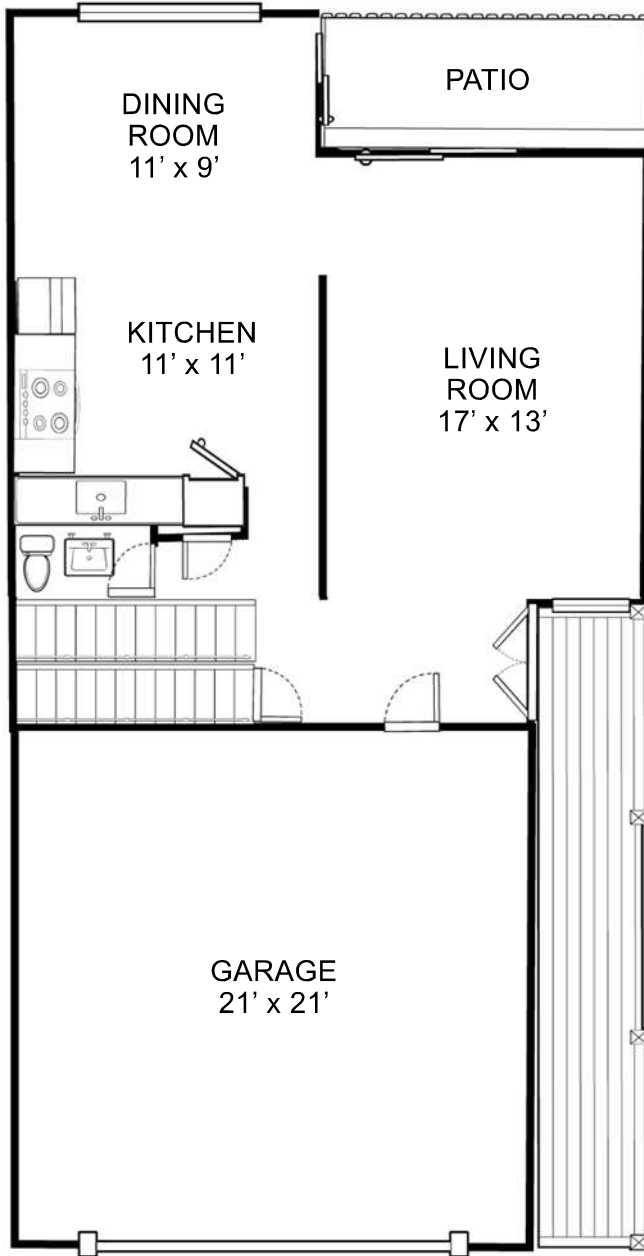


**2-STORY**  
**1,633 Sq Ft Above Ground**

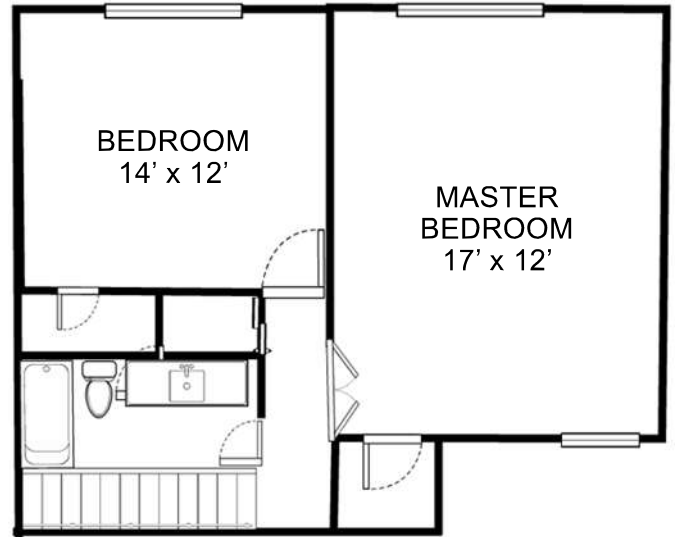
**UPPER LEVEL** 882 Sq Ft  
**MAIN LEVEL** 751 Sq Ft  
**BASEMENT** 741 Sq Ft



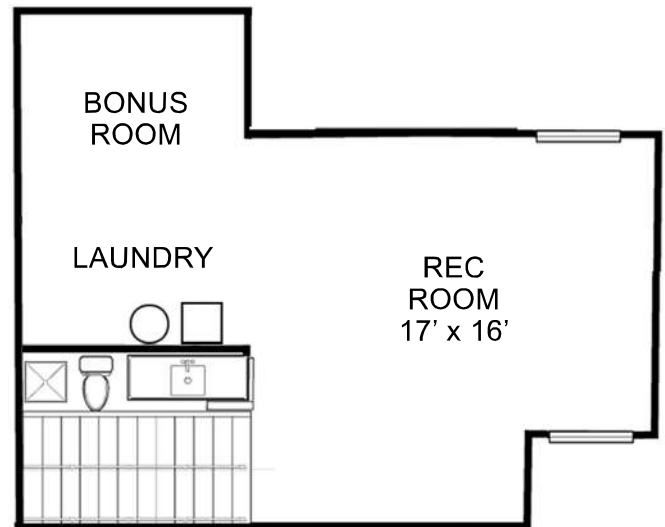
# HRS PINE MODEL



**MAIN LEVEL**



**2ND FLOOR**



**BASEMENT**

**2-STORY**  
**1,462 Sq Ft Above Ground**

**UPPER LEVEL 730 Sq Ft**  
**MAIN LEVEL 732 Sq Ft**  
**BASEMENT 731 Sq Ft**

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_ by the  
HeatherRidge South Board of Directors at a duly called meeting.

---

Board Secretary