



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

March 2019

Monthly Board of Directors Meetings

The Board meets at 6:30 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, Janelle Mauch. Although walk-ins are welcome, the board reserves the right to limit speaking time and/or topics to three minutes.

ANNUAL MEETING
FIRST TUESDAY IN DECEMBER, 7 PM at HRS's clubhouse

WESTWIND MANAGEMENT GROUP, INC.
27 INVERNESS DRIVE EAST
ENGLEWOOD, CO 80112
PH: 303.369.1800
Fax: 720.509.6009
www.westwindmanagement.com

Property Manager: Janelle Mauch, ext. 115
Email: janelle@westwindmangement.com

Assistant: April Delgado, ext. 135
Email: april@westwindmangement.com

24-Hour Emergency Answering Service

303-369-1800

*Please listen to and follow the verbal instructions including a follow-up
email and phone call to the property manager
Janelle@westwindmangement.com after calling*

24-Hour Security Company

Front Range *Patrol*

303-591-9134

HeatherRidge South Website

www.heatherridgesouth.org

Heather Ridge Metropolitan District No. 1

303-755-3550

www.heatherridgecolorado.org

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I. LOCAL AREAS SERVICES – CONTACT INFORMATION

EMERGENCY

FIRE, POLICE & MEDICAL..... 911

Gas or Electrical Emergency 911

HRS Security: Front Range..... 303.591.9134

Cronen Plumbing & Heating..... 303.937.8369

HRS's Official Plumber

*for complete emergency details see pages 22 & 23

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

City of Aurora Website: 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

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 Outage 800.895.2999

HRMD SERVICE VENDORS

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

HRMD Official Website: www.heatherridgcolorado.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 HeatherRidge South Association (HRS), through its Board of Directors, to operate and maintain community assets. 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 HeatherRidge 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 - pronounced "Kiowa". CCIOA is part of Colorado Revised Statutes (**CRS**) under Title 38, found at 38-33.3-101, et. Seq. To learn and know about HOAs and community property issues, Title 38 is one of the main the bodies of law to research. Also Google for the Colorado Real Estate Commission's website for HOA specific information.
5. **Condominium:** HRS is legally defined as a condominium community. Its style is that of a "townhome" or "row house" constructed side-by-side attached to others (but no Units are "stacked" one atop another). Ownership rights and obligations are defined as a Unit's interior "air space" inward from the interior surfaces of perimeter walls and floor and ceiling surfaces. The HOA maintains the exterior of all Units with some important exceptions - **see Addendum D**. It also maintains all common areas and some limited common areas. Visit <https://entp.hud.gov/idapp/html/condlook.cfm> for list of approved condo communities or Google "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 named Heather Ridge South #1. (See FHA Certification herein, PUD)
6. **Controlling and/or Governing Documents :**
 - Articles of Incorporation (Articles)
 - By-Laws
 - Condo Maps
 - Declarations or "Decs"
 - Rules and Regulations (R&R)
7. **The District:** Refers to Heather Ridge Metro District, also known as **Metro District** and **HRMD**.

- 8. FHA Certification:** Federal Housing Administration Certification. HRS is currently certified for Housing Urban Development (**HUD**)/FHA loans. Not all HOA's require HUD/FHA Certification (renewed every 2 years). If a property's legal description contains the word "Condominium" and/or states an "undivided interest in common area" by its owners (as it does in HRS'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 Google "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).
- 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 also includes Colorado's real property withholding law. Both are matters of contract between real property sellers and buyers. Please consult with legal or tax professionals concerning these matters.
- 10. General Common Element(s):** All real property in the Association not including the Units. The HOA has total responsibility and oversight of General Common Element(s). Each Unit owner owns an undivided interest in the General Common Elements, whereas in a PUD, ownership of common area is usually the HOA and not an undivided interest of the owners .
- 11. HeatherRidge South:** It is spelled a number of ways including Heatherridge South (that form is consistent with our legal description for real estate) and Heather Ridge South It is also abbreviated as HRS. For administrative purposes, the HOA may use all forms of HeatherRidge South in its publications, correspondence, and documents.
- 12. HOA:** Homeowners' Association. Also referred to as **The Association**. The HOA is the legal organization authorized in the Governing Documents to operate HRS and is incorporated subject to Colorado statutes. Membership in the Homeowners Association is a part of real property ownership subject to the Declarations.
- 13. HRS:** HeatherRidge South, Heatherridge South, and Heather Ridge South all refer to one community.
- 14. HUD:** United States Department of Housing and Urban Development (See FHA and Condominium herein). **Insurance-** HOA's General policy: Contact Westwind Management for current carrier, coverage and limitations. Visit websites www.heatherridgesouth.org or www.westwindmanagement.com for more information.

15. Insurance Other than General HOA coverage for Owners and Others: HO-4, HO-5, and HO-6 to list a few.

16. Lessee: The person leasing the clubhouse, and not to be confused with renter/tenant. .

17. Limited Common Element(s): Those General Common Elements which are designated in the Declaration as reserved for use by one, or more than one but fewer than all, of the owners in the Association. Examples: front porches, back patios, garden area, front fenced courtyard, driveways, etc. Please verify your Unit's limited common areas given any plans to modify it by landscaping, usage, decorations, etc.

18. Owner(s): Person(s), parties, or legal entities of public record. There can be limitations in ownership rights given legal entities (trusts) and legal actions (court rulings, statutory laws (foreclosure), etc.

19. Patio vs. Porch areas: 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 elements .

20. PUD: Planned Unit Development. A legal description whereby common area is owned by the HOA and is usually not "an undivided interest" by owners as used in condominium legal descriptions. It also defines real property ownership, rights, and responsibilities as ownership of a "lot" and "block" as opposed to Condominium "air space" rights. Heatheridge South's legal description is confusing because it has both "lot and block" and "building and unit" as well as an undivided interest in common area by all owners (176). HRS is deemed a condominium under HUD approved communities. (See Condominiums and FHA herein)

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 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.

23. Townhome: The term is not a legal definition within real estate. It is used to indicate a style of house/home similar to "row houses. HRS has the "look" of 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**.

III. INTRODUCTION

A Snapshot of HeatherRidge South

HeatherRidge South (HRS) is an independent-living community constructed in 1972-1974 as part of the greater Heather Ridge area by EDI Developers. HRS is not age-restricted as are some communities. It is a non-profit corporation recorded with the Colorado Secretary of State.

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

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

To avoid conflicts over policies and procedures, all Owners, Tenants and third-party interests (foreclosure, lien holders, trusts, estates, etc.) are expected to read, know and follow the Controlling Documents. Controlling Documents or Governing Documents include *Articles of Incorporation, By-Laws, Condo Maps, Declarations, 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 issues of *Metro Matters* which includes the monthly HRS HOA articles. For any questions or concerns, please contact HRS Westwind Management Company.

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

HRS derives almost 100 percent of its operating revenue from monthly HOA fees. HRS Annual Budget defines all usage and benefits from collected fees.

A Snapshot of the Heather Ridge Metropolitan District

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

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

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

The HRMD derives almost 100 percent of its operating revenue from annual property taxes assessed on all HRMD properties. HRMD's Annual Budget defines all 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 uses, and not property taxes. .

HOA representatives and Metro District representatives meet periodically to discuss mutual interests, concerns, and leadership. Known as The President's Council, more information is available by contacting the Metro District.

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

1. Management Company: Westwind Management Company (since 1985)
2. Management Company's website: www.westwindmanagement.com
3. HRS Website: www.heatherridgesouth.org
4. HOA Board Minutes: Once its Board approved, the Monthly and Annual Minutes are available on Westwind Management's website: or, please contact Westwind Management.
5. HOA Annual Budgets: Created and approved by the HOA Board. Budget ratification meeting held annually.
6. HRS Assessment powers: Assessments are of two types outlined in HRS Declarations. 1) Common Expense Assessments and, 2) Special Assessments.

- Common Expense Assessment is the monthly HOA fee or similar fees.
- Special Assessments (which includes “Loss Assessments”) are for specific projects, purposes or issues affecting the entire community. This includes but not limited to physical structures and improvements, land, insurance claims, legal actions, etc. Special Assessments less than \$5000 per Unit may 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 owner approval by a vote as outlined in the Declarations. In both assessment cases the board will seek community input by holding public meetings, mailing letters, and publishing news articles in *Metro Matters*. The Board will seek alternative solutions and costs estimates when any “assessment” is under consideration. Any assessment imposed could require payment as a “lump sum” payment, structured payments over time separate from monthly fees, or added to the monthly HOA fees.

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

7. Monthly HOA fees by type of Unit: There are two fee structures based on 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).
8. Status Letter: A very important document created by Westwind Management. It is the official statement by the HOA concerning each Unit detailing payments, account status (arrearage), HOA violation penalties, HOA claims, and specific or general obligations pending. Used mostly in real estate closings and title transfers, lenders also pay close attention to it when granting loans to borrowers to limit their exposure to liabilities. For current Status Letter issuance fees and other concerns, please contact Westwind Management or visit www.westwindmanagement.com.
9. 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 and not the HOA. Working capital was originally assessed by the builder on new home sales to build community Reserve funds. The HOA no longer collects working capital money but retains the original funds collected.
10. 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 for past issues of *Metro Matters*.

11. Reserve Study/Engineering Study: HRS conducts such studies as deemed necessary or prudent to manage its Reserves. As of late 2018, a new study is under review for 2019. For a copy of the most current study visit Westwind Management's website. The 2019 Study is not released and made the official report until approved by the Board.
12. *HRS Rules and Regulations*: Contact Westwind Management for the most recent copy or visit website: www.heatherridgesouth.org or www.westwindmanagement.com.
13. Insurance - General policy and coverages: Policies and carriers change from time to time, so please verify current coverage. Policies are written for one- year periods subject to cancellation. At this time, HRS coverage is Jan 1 through Dec 31 yearly. HRS's policy includes a "Wind and Hail" deductible that could be as high as 5 percent of the community's total replacement value (estimated to be \$40,000,000 in 2018). Therefore, the General Insurance policy and its deductible amounts may expose owners to "wind and hail" assessment costs up to approximately \$12,000 per unit. Owners are strongly advised to consult with a professional insurance agent about their exposure to loss assessment costs. It is strongly suggested that all owners obtain an HO-6 policy for "wind and hail" deductible and other loss assessment claims. 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 its deductible payment under an insurance claim. The HOA cannot legally require owners to have HO-6 or other forms of insurance coverage. However, mortgage lenders can require such coverage, and owners not so insured may violate their loan terms and conditions with the lender.
- Coverage under the HOA's general policy is dictated by HRS Declarations, and should be reviewed by a professional insurance agent for HO-6 or other coverage.
 - Insurance - Owner and Tenant policies: All Owners should have HO-6 supplemental insurance or similar policy. All Tenants should have an HO-4 or HO-5 supplemental insurance policy specifically for renters. Contact your insurance agent for details.
14. **HRS Owners' maintenance responsibilities include but are not limited to the following general concerns:** sewer lines inside the Unit, interior Unit water shut off valve(s) (excluding the Master Water Shut off Valve for a building), water shut off valves at all interior water sources, individual unit sump pumps, window well covers, back fences, interior sidewalks, courtyard gardens, back patio maintenance for settling/cracks/heaving concrete slab, skylights, radon mitigation, foundation repairs (including basements, crawl spaces, concrete slabs, etc.). Any changes and/or upgrades done by past or present owners becomes the responsibility of new owners even if those changes and/or upgrades were not authorized or approved in writing by the HOA. It is incumbent

upon buyers to perform due diligence before purchasing in HRS and assuming all responsibilities 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 to care, maintain, or correct. The HOA is not responsible or obligated for buyers due diligence or sellers disclosure concerning property, HOA policies, or HOA controlling documents. The HOA will be held harmless for owner maintenance responsibilities unknown to subsequent owners.

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

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

IV. ADMINISTRATIVE

1. Homeowners' Annual Meetings

- Per the By-Laws Article 2, Section 1 - the Annual Meeting and election of Board members will be held on the first Tuesday of December of each year. The meeting will include (but not limited to) 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 meeting.
- Meeting dates may change given calendar scheduling issues. Proper and timely notice will be sent to Owners and posted on the front door of the community clubhouse.

2. Balloting, Proxy, Proxy Drop-off Box

- Ballots will be issued per the Declarations for those issues requiring community approval. Only one vote per property Unit.
- Proxy ballot, aka Absentee ballot will be made available to Owners who are unable to attend the Annual Meeting.
- 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:

- HRS controlling documents specify two Board objectives: the proper operation and accountability of community assets, and the protection and promotion of its real estate.
- The HRS Board of Directors can have no less than three and no more than nine members. There are four officer's positions of the nine directors: President, Vice-President, Treasurer, and Secretary. Each year up to three seats are up for election so as to evenly rotate new members with experienced ones for Board continuity.

- If a Board member resigns before end-of-term, the vacancy by resignation is filled by vote of remaining Board members per Article 3, Section 3 of the By-Laws.
- The Board will hold community dinner events to promote community appreciation, fellowship and spirit.
- The Board is authorized to have an annual dinner for its present and past members in appreciation of their volunteer services.

4. Complaints:

- Do NOT contact a Board member.
- Owners should contact HRS Management for complaints, rule violations, or other community issues. A phone call or voice mail is acceptable to initiate a complaint, but email and USPS notification makes the complaint official. For Management to respond, all complaints must be in writing (mail or email) and include the complainant's name, address, and contact information. Anonymous-unsigned-or incomplete complaints will be reviewed only.
- 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 Westwind as well as following up with renter/tenant's management company/owner.

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

5. Email "Blast/Notifications"

- The HOA strongly recommends owners and their tenants to provide their contact information (email address, tele#s) to Westwind/HOA management for its email and phone distribution list. The HOA uses email as a way to communicate for immediate needs and notices to residents (example: water shut off, emergency conditions, community news, etc.). Email addresses and phone numbers are kept confidential to the management company and are not given to others.

6. General Provisions

- Persons who willfully or negligently cause damage to HRS common and limited common areas will be 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 damages and/or a Hearing.
- 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.

Damage(s) associated with failure to abide by *Association Rules and Regulations* will be the financial burden of the Owner, i.e. Unit Owners must provide restitution to the Association for damages.

- Owners are liable for interior changes to their Unit resulting in diminished or actual structural damage to its integrity as well as collateral/adjacent properties. Interior structural change requires a City of Aurora permit.
- Owners are responsible and liable for work completed by previous Owner(s). Perspective buyers need to investigate and question any and all unit conditions, features, or changes that are not original builder construction. Over time, owners have upgraded or modified their units under allowable rules and regulations. This includes but not limited to owner finished basements, removal of interior walls (bearing walls), skylights, landscaping, general updating or remodel features, etc.

7. Master Insurance:

- 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. Improvements to, or upgrading of those items is the responsibility of the individual homeowner and should be covered under the “Dwelling” portion of their personal homeowner’s policy along with their personal property coverage.
- Items **NOT** insured/covered by the Association’s Master Insurance Policy include but are not limited to: carpeting, wall coverings, window coverings, pictures, furniture, furnishings, appliances that are not built-in define, and other personal property as per Declarations Article 11, Section 1, location (i). The Association does not insure liability for neglectful acts of Owners or their Renter/Tenants.
- 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.
- 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. The “ordinary” deductible amount for general coverage is \$10,000 or more given insurance coverage and terms. Do not confuse this with the “Wind and Hail” deductible, a separate category. Insurance coverage for “deductible” liabilities may be available to owners, so please consult with an insurance agent/carrier.

V. ARCHITECTURAL CONTROL: EXTERIOR MODIFICATIONS AND ALTERATIONS

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

CATEGORY A – Written Permission is Required

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

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

NOTE: If any change is made **without** written approval, the Board can require restoration to the original condition at homeowner's expense (Examples: windows, doors, garages, etc.). The covenant enforcement policy can be implemented if unauthorized changes are not corrected and done in a timely manner (visit Westwind's website www.westwindmanagement.com for more details).

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

- Attic Fans (that require an exterior exhaust that penetrates any exterior surface)
- Circuit Breaker Boxes
- Exterior Entry Doors
- Exterior Modifications – including Security Window and/or Door Bars, golf ball screens
- Garage Door Replacement
- Gas Fireplace/Conversion
- Hot Tubs
- Installation and replacement of central heating and/or air conditioning
- Patio covers and enclosures – including patio awnings that are retractable (static or stationary awnings or window awnings are prohibited)
- Patio Door replacements
- Porch Fences – Front porch (refer to page 21)
- Patio Fences – Rear patio (refer to page 20)
- Patio/Porch Extensions, replacement and repairs
- Roof Ventilators
- Screen and Storm Doors (front and back)
- Skylights

- Installation of TV, Telephone, Cable, Satellite Dishes
*See specifics in **ADDENDUM C: ACC guidelines***
- 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, unauthorized windows, etc.), back patio covers, security bars, vent or exhaust outlets, etc.

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

1. A Restrictive Covenant Agreement is required for **all** Category A items. This publically recorded document states when and what work was done, and the property owner's responsibility (past, present, and future) for all maintenance, replacement and insurance requirements so long as that item exists.
2. The costs for any removal, re-installation or maintenance to above items (roof repair, siding repair, dish removal, landscape put back, 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.

CATEGORY B – No Permission is Required If Compliant

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

- Patio Bamboo Sun Shades - May be synthetic or natural material and a solid color that coordinates with color of Unit.
- Trellis and Lattice. Located in courtyard external to Unit. To be used for floral growth. Not to be attached to steel siding or PVC fencing. Trellis adjacent to fences can be no higher than 1 Ft. above the fence or a maximum of 6 Ft. from the ground. A lattice may not be erected as a substitute for an approved fencing design. Vines will not be allowed to grow under the metal siding, eaves and/or chimney. Owners are responsible for damages and removal of vines that grow under or damage building surfaces/structures. **Note:** Floral growth should not extend onto adjacent Unit's courtyard or back patio areas.

- Hanging Floral Pots - Patios and courtyards. Not to be attached to steel siding or attached or hung from the PVC fencing.
- Plastic Window Well Covers - Window well covers **ARE REQUIRED** at the expense of the homeowner. Window well covers are necessary to help prevent water damage in the basement. Failure to adequately cover a window well that results in water damage will be an owner's liability for claims. This is important!
- 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.
- Air-Conditioning/Cooling –
 - Attic fans not requiring roof penetration
 - Small window fans or window and must be mounted flush to the exterior of window frame **AND CANNOT EXTEND OUTSIDE OF WINDOW OR BE OVERTLY VISIBLE**
 - Internal Swamp Coolers

CATEGORY C – ALTERATIONS THAT ARE NOT ALLOWED

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

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

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

See **Addendum A: Maintenance Request form**

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

1. Doors – Exterior and Garage

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

2. Electrical Boxes

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

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

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

3. Fences

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

- 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.
- **Creating any holes in an HOA vinyl fence is prohibited.**
- 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.
- The installation and maintenance of back patio fences is the sole responsibility of the Owner and subject to HOA Architectural Controls.

Owners seeking written permission to install a patio fence must complete an *Addendum B: ACC form*. Fence design/construction must match front courtyard fences installed by the HOA, including height. For fence specifications see *Addendum C: ACC Guidelines*. 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 – a need for continuity, balance, and harmony for all fencing.

- PVC fencing is not designed to withstand/support heavily weighted items! In this case weight does matters. Examples include: planters hanging off of 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.
- Not permitted is using the fences as/for a retaining wall with dirt and rock butting up to it (it will damage the fence). Dirt, rock or other landscaping materials must not come in direct contact with the fence or posts.
- 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

- All HRS garages are attached to their units with direct access into it; and all garages are considered part of the legal definition for unit ownership and covered under HRS's general insurance policy.
- 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 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

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

6. Back Patio/Front Porch Areas

- i. **Back Patio Area – Use and Maintenance**
 - Patios are for personal usage and enjoyment and not storage of personal property such as household appliances, storage boxes, etc.

The HOA has jurisdiction over all limited common areas, including patios 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. **Note:** Toys more than 3 ft. in height must be stored in a fenced back patio or fenced front courtyard area.

- Toys placed in in the community's common area must be removed by the end of that day. This includes play pools
- Installation of natural gas and electrical lines require written approval.
- If a Unit is non-compliant, the HOA's violation and fine process will be imposed until the situation is remedied.
- The Board can require repair/removal of unsightly decks, decomposing concrete back patios, outdated fences, patio carpet, awnings, and other non-suitable features that detract from community values and enjoyment in living here.
- 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 any structures. Excessive smoke or complaints about BBQ smoke may be heard by the Board or referred to city or county authorities.
- The HOA can require repair(s) and/or condemn back patios for appearance, safety, or rule violation reasons.

ii. Patio Awnings

- Requires written approval by ACC. Requests must include plans and specifications, sample materials, installation instructions, photos, diagrams, etc. . **Addendum B: ACC Form.**
- 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. Failure to respond or correct may result a Hearing and fines. .

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

- Hot tubs require written permission before installation. Hot tubs may be installed on either front porches/courtyards or back patios, but only one hot tub per Unit. Power hook-up for a hot tub requires separate written permission. **Addendum B: ACC Form**
- Play pools are allowed in front of fenced and back fenced patios but must be removed at the end of the day.

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

FIRST call Westwind Management 303-369-1800.

Follow the voice prompts to reach the Emergency contact.

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

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

**If you do not speak to someone – or receive a response within 30 minutes, you may then contact HRS's official plumber:
Cronen Plumbing & Heating 303.937.8369**

Owners/Renter/Tenant who DO NOT contact Management and/or who use a plumber other than Cronen Plumbing will be liable for plumbing costs in excess of what Cronen Plumbing would have charged had they been called and made repairs.

- When any emergency plumbing issues arises (sewer back-ups, burst pipes, etc.), the Owner/Renter/Tenant is to contact Westwind Management - including after hours and weekends. Renter/Tenant should also contact their landlord and/or their rental property management company to inform them of the problem(s).
- Interior plumbing is the responsibility of the homeowner. Interior plumbing elements are defined as: plumbing elements not shared in common with other Units in the building.
- If it is determined that the plumbing problem occurred in an Owner's Unit, or was caused by Owner or Renter/Tenant, Owner is responsible for the costs - even if Cronen Plumbing was dispatched by Management or summoned by owner/tenant
- Owners, and their renter/tenants, are required to cooperate with HOA contractors and Management for all plumbing and maintenance issues. Owners will be responsible for additional billing expenses should they or their renter/tenants not cooperate or NOT ACT in a timely manner causing further damages, loss of time for service vendors, and additional expenses due to delays. .
- If any plumbing problem is determined to be in a common lateral sewer line, Westwind Management will review the matter to see if it's an HOA issue and cost. Cronen Plumbing is the official plumber for HRS, and the HOA will use them to determine the cause and responsible party(s) for plumbing problems. If the plumbing problem is determined to have been caused by a Unit Owner or renter/tenant, the Owner will be charged for repairs.

All Owners and Renter/Tenants need to know where their unit's water shut off valve is located and to ensure that it is operable (there's one shutoff valve per unit inside each unit). Original Unit shutoff valves need to be checked for proper operation or replaced by Unit owners. Each building, except for the ranch/patio units, has a master water shut-off valve in one of its attached units in that building cluster. The Master Valve water shut-off location to shut off water to a building is shown in *MAP #2 - MASTER WATER VALVE SHUT OFF LIST* and the Location List by Building Number.

8. Prohibited Uses

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

9. Sump Pumps

- Owners are responsible for indoor sump pump shafts and pumps. If a sump pump is required to mitigate water in a basement, then HOA written permission is required using the ACC request process. Owners are responsible for installation and maintenance/repair costs. Sump pump's discharge of water must be outside the unit; and as such means penetrating its siding. That requires written HOA permission as well as landscape concerns for water discharge.
- The HOA is responsible for all outdoor sump pumps.

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

- Mechanical features and operation of exterior windows is the responsibility of Unit Owners and not the HOA. However, the HOA has oversight to require repair or replacement of unsightly or damaged windows.
- All windows 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.
- Owners are responsible for all damages to windows and screens, including window washing, golf ball damage, and maintenance. Damage loss from weather or other causes is an Owner's responsibility.
- Plastic window well covers are required for all window wells. Installation and upkeep of window well covers is an owner's responsibility.
- Window well pits and galvanized frames are the responsibility of the HOA. Owners are strongly encouraged to inspect and report if their metal window wells are damaged, rusting through, or sloped back towards the foundation for improper drainage.

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

1. Clubhouse

- Leasing

- The HRS clubhouse is for its owners only including “renters/tenants” renting an owners’ non-occupied property. There is no charge to lease the clubhouse, but the Lessee must pay for on-site security services (See Security Services below). Use of the clubhouse is by written agreement only using a lease provided by Westwind. The owner leasing the clubhouse is the Lessee. If leased by an owner for a renter/tenant of owner, then that renter-tenant becomes the Lessee on site during the actual lease event.
- Owners who lease are responsible to fulfill all the terms and conditions of the lease agreement whether for themselves or their renter/tenant.
- 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 at all times until primary Lessee returns.
- Leasing agreement, security deposit, security services
 - 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 (damage deposit and security services) before the lease goes into effect. Returned checks are charged \$50 per deposit for handling costs.
 1. Lessee will have the executed lease on site at all times during the event.
 - Security deposit
 1. The lease agreement stipulates all terms and conditions. It should be carefully read and understood by Lessee. The damage deposit check is \$250 payable to HeatherRidge South only.
 - Security Services
 1. The lease agreement stipulates terms and conditions for Lessee to have on-site security at the planned event. Security will be contracted for by Westwind Management per the lease agreement, and Westwind will coordinate between the two parties.
 2. Front Range Patrol is Westwind’s designated security provider only. Security services are charged per an hourly rate (2018/2019 currently at \$25) with a four-hour minimum. Lessee’s check for the minimum time or more to be made payable to Front Range Patrol.

3. Front Range Patrol will meet the Lessee or designated Lessee on site at least twice during the event.
 4. Security is empowered to close down the event and vacate the clubhouse given a breach of contract, violation of rules and regulations, laws, or safety conditions in the sole determination of the Security Officer on site. That officer will exercise reasonable judgment to resolve all matter to his/her satisfaction to include but not limited to discussions with the Lessee or designed Lessee, calling for an HOA board member's assistant, the police, or closing down the event and vacating the premises. Failure to comply will be criminal trespass and the police called.
- Other terms and conditions
 - Subject to penalties and fines, the Lessee agrees to follow all posted rules and regulations, terms of the lease agreement, community Rules and Regulations, on-site security officer, or HOA board directors during the scheduled event.
 - The ground level pool area 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, and if violated the Lessee is subject to the loss of security deposit as well as the security officer shutting down the event vacating the clubhouse.
 - The clubhouse is a non-smoking area inside and no smoking within 25-feet of the building. There are designated smoking areas outside.
 - No one under the age of 18 allowed in the clubhouse unless the Lessee or designated Lessee on site.
 - No alcohol to be served to, consumed by, or in the possession of anyone under the age of 21.
 - Noise levels must be observed for the benefit of surrounding homeowners and their guests. The clubhouse and the HRS community are subject to City of Aurora Ordinance Zoning. Before 9 PM, 55 BDA is the maximum sound level; and after 9 PM its 45 DBA.
 - Events must conclude by 10 PM with the exception of New Years' Eve.
 - HRS does not provide general or specific insurance coverage for leased events at the clubhouse. Lessee need to check with insurance providers for their exposure to risks and liabilities, especially when alcohol is served by the host.

- Lessee to inspect the clubhouse before the event for damages or unsatisfactory conditions before occupying it for the event. This allows Westwind time to respond during the work week to correct Lessee objections. To protect Lessee's security deposit, Lessee should take photos and/or videos recordings to validate damages and/or objections and send to Westwind prior to the event date for resolution
- A limited amount of additional tables, chairs, and other items are available to Lessee; but notice that you need them must be given to Westwind at least one week before the event.

2. Pool

- 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 fenced and locked. It is governed by community rules and regulations, patrolled by Security and security cameras, and operates under city-county- state and federal laws
- The pool operates seasonally from late May (the week before Memorial Day weekend) into September given weather, usage, and other factors at the sole discretion of the HOA. Hours of operation are 7 AM to 10 PM daily with posted "Adult Only" swim hours of 8-9 AM and 6-7 PM daily.
 - The pool and pool area may be closed to prepare for community parties, and Notice will be posted three days before so users may plan around such events. It may close for maintenance, weather, safety reasons, etc.
- Each Unit Owner is issued one pool key and a set of ID wrist bands (see Key and ID bands below).
- Posted at the pool are Rules and Regulations, an emergency phone, safety and emergency equipment, hours of operation, security cameras, a designated smoking area, a play area, seasonal chairs, tables, BBQs with HOA supplied gas, picnic tables, pool and lounge chairs, etc.
- No lifeguard is posted nor required, but from time to time Security patrols will check for safety and authorized users (wearing their bands). Security is authorized to cite and/or have removed people for criminal trespassing, disruptive behavior, or violation of Rules and Regulations.
 - Owners, renters/tenants, and guests are asked to report to Westwind or Security any safety, rule violations, or other concerns about the pool or pool area.
 - No glass containers of any kind are allowed in the pool area.
- Other terms and conditions

- Similar to the clubhouse, the HOA carries General Insurance coverage only for the pool area. Users should consult with insurance agencies about damage, liability and other issues before using the pool area.
- Pool 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 Key and ID Wrist Bands

- Each Unit Owner is provided one pool area key by Westwind marked “Do Not Duplicate.” If lost, its replacement is \$25 each. Keys may be given to renters/tenants for their exclusive use only but remain the responsibility of Unit Owner. Keys are not to be given to others unless they are wearing an ID wrist band provided by the key owner or Owner’s renter/tenant.
- ID wrist bands were issued to all owners in 2015 to prevent unauthorized use of the pool and pool area. All people in the pool and pool area must wear an ID wrist band issued by Westwind...no exceptions. Violators will be asked to put on their band or to leave until they have a band.
 - Each Unit Owner was 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 \$50 each band (\$300 for all six).
- Unit Owners and/or their renters/tenants may have up to 26 total guests including themselves at the pool and pool area, but everyone must be wearing an ID wrist band. Additional bands are available for lease from Westwind (Deposit of \$50 per each packet of 10 bands. For a refund in full, bands must be returned by the end of the next business day.) Please contact Janelle Mauch for more information.

VIII. LANDSCAPING AND WATER USAGE

1. Landscaping- two categories

- Common Elements:
 - Landscape for and in the Common Elements is strictly controlled by the HOA’s Landscaping Committee. The Common Elements is defined as HRS property EXCEPT for units’ “footprint” as defined in the Declarations and those areas attached to it described as limited common elements
 - Only the HOA may plant in and maintain the common elements unless written permission is given to others. On May 1, 2016, the

HOA permitted owners to apply for written permission for “personalized landscaping” on common element land adjacent to their unit only. This policy is to encourage beautification as well as water conservation so long as it meets HOA written approval.

- Written permission will detail maintenance and care requirements as well as failure to comply that could result in cancellation of permission. Written permission is publically recorded on the property requesting “personalized landscaping” by using a Restrictive Covenant Agreement. This informs future owners of liability issues.
- Responsibility to maintain “personalized landscaping” will be the owner adjacent to it. Failure to maintain or care for “personalized landscaping” creates appearance and responsibility concerns, and the HOA may require the current unit owner to correct the problem(s) or return the land to its previous condition complementary to surrounding common elements.
- Methods to control “personalized landscaping” concerns will be HOA correspondence, Hearings, and Status Letter as prescribed in the Declarations and reiterated in the Rules & Regulations. .
- Limited Common Elements
 - Landscaping for and in the Limited Common Elements is defined as common element land restricted for the sole use and enjoyment of the owner subject to the Declarations and oversight by the HOA.
 - The HOA has the authority to require owners to remove trees and bushes in limited common elements posing a threat to safety or property. Removal is an owner’s responsibility and expense even if the owner didn’t plant the tree or bush.
- General issues
 - When limited common element landscaping grows onto common element land, called “overgrowth,” the unit owner is responsible to care or remove it given HOA oversight.
 - Residents may not cut, trim, remove, plant, garden, harvest, or “grow anything” on common element land without written permission. If maintenance is needed, please contact Management.
 - See **Addendum “D”** herein attached for easy reference of owner responsibilities.
 - Digging in HRS soil for any reason, no matter how minimal, may require an owner to contact Utilities (#811) “locator service” for power or service lines. Allow at least 3 business days for them to search 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

- Owners/Tenants may only hand water grass and plants outside of their fenced areas. All watering must be in accordance with the City of Aurora watering restrictions.
- No watering of the golf course.
- **NO stationary sprinklers allowed outside of Unit fenced or limited common element area(s)!**
- **Washing of cars is strictly prohibited! Owners may hose out their garages areas subject to water restrictions. Owners are encouraged to sweep the floor first to limit wasting water.**

IX. MISCELLANEOUS

1. Communication Devices: TV and Phone

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

2. Garage Sales – Estate Sales

- HRS has one authorized annual community garage sale. This is organized by the Board and held for an advertised three day consecutive period only. If the Board doesn't sponsor an annual garage sale, residents are encouraged to volunteer to head up this event. Please contact Westwind for further details.
- Garage sales are not permitted at any other time except with written permission.
- Unit garage doors may be open to display goods for sale. At the end of each day's sales, all signs and tables outside the Unit must be removed and the garage door closed.
- Estate Sales and/or 'moving sales' are permitted only when submitted in writing and approved by the Board. Please contact Westwind for full details.

3. Grills

Operating ANY cooking grill in a garage is strictly prohibited per the City of Aurora Fire Code. This includes, but is not limited to gas, charcoal, propane and electrical devices. Damages to persons and property by violating this prohibition could result in fines, civil charges, or negate insurance coverage.

4. Oil Stains in Driveways

Owners are responsible to maintain in good order their driveway surfaces to include but not limited to oil stains, 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 the owner, the HOA can give notice to the owner that it will correct the problem and bill the owner for costs. If the oil stain is a reoccurring problem such as a vehicle parked on the driveway, the Board can conduct a Hearing for its removal and fines.

5. Holiday Decorations

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

6. Renter/Tenant(s) – Rental Property

- 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(s) subject to the terms and conditions of the HRS Declarations, Bylaws and Rules and Regulations
- Owners and not the HOA are responsible to give Renter/Tenant(s) a copy of controlling documents and the most current Rules and Regulations manual. Renter/Tenant(s) are responsible to understand and follow HOA rules. Owners and not Renter/Tenants are accountable for violations and fines. Owners and not Renter/Tenants are responsible for their unit and R&Rs compliance.
- 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).

7. Trash Pickup and Recycling

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

- Organic trash pickup day is every Thursday. Recycle trash pickup is every other Thursday.
- Exceptions to trash pickup on Thursday include: federal and state holidays (Memorial Day, Independence Day, Labor Day, etc.) seasonal holidays such as Christmas and New Year Day, and weather. If in doubt, please check the calendar schedule mailed to owners and/or the HRS website.
- Recycled trash must be placed in approved “recycle” containers per the refuse/waste company (Alpine at the time of this publication). Please contact Westwind Management for details or the HRS website.
- Trash may not be set out prior to 6:00 PM the day before trash pickup.
- All trash cans must be removed by end of trash pickup day.
- Trash strewn by weather or animals is the responsibility of the Owner/Tenant to pick up!

- Placement or location for unit trash cans: During most of the year, refuse and trash containers to be placed at or near the corner of Unit's driveways but not on the sidewalk or the grass (damage to the grass and sprinkler heads) Please do not block sidewalks or other driveways. During winter and ice/snow conditions, please place refuse/containers on the snow covered grass area off of the driveway and sidewalks. This will allow for snow removal and pedestrian usage.
- Recycling dates are listed on the HRS website under the Calendar tab. Recycling date calendars are also mailed to Owners at the beginning of each year.
- Large/unsightly amounts of trash cannot be placed outside of a Unit. Not only is it an eyesore but it reflects poorly on the community. It also attracts others to "scavenge" the community. Trash items include furniture items, appliances, carpet, remodeling refuse, etc. Alpine Waste and Recycling, our trash collectors, will do "special pickups" at a reasonable cost. Please call 303.744.9881 for more information. Large or unusual refuse items for pickup are restricted to established trash pickup days – Tuesday only.
- **NOT ALLOWED** are television sets, computers, and other electronic equipment. Landfills prohibit paint cans with any paint, chemicals, or toxic materials. . **Do not** place these or other prohibited items outside for trash pick-up!
- **Do not put furniture, appliances, BBQs, and other personal property out in front of your unit or on common area as "free" or "giveaways" for passersby's to collect. This creates a "trashy" community appearance especially if items remain for days.**
- Violation of these rules: The HOA at its sole discretion can remove disallowed trash "dumped" outside of a Unit (putting it back inside the unit's front fenced area). The HOA will try to notify owners who violate this rule, but if the "problem" is not corrected in a timely manner (by the end of that day), the HOA can move the "trash" into the owner's front yard or to an offsite dump. The owner's account will be charged for any costs incurred.

8. Unwanted Critters: Birds, Rodents, Insects, Reptiles

If you suspect there are "critters" playing in, under, or on your Unit, please use common sense dealing with it. Get professional help before you try to mitigate. Also contact Westwind for advice. Safety is a major consideration, so don't get up on or walk on roofs, scale chimneys, or up on patio covers. Also consider that "critters" may be diseased, have fleas, or may be venomous. **PLEASE DO NOT GO ON YOUR ROOF TO INVESTIGATE!**

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

- Owners are responsible for exterminator or pest control expenses inside their Unit even if the "critter" originated from outside the Unit. Owners are also

responsible to mitigate pests in their attic, walls, garage, or outside limited common area(s). Contact Westwind Management about pest control issues in common areas.

- 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 structures. Owners and Renter/Tenants are not allowed on the roof. Please contact Westwind Management to have HOA personnel investigate.

* The HOA is responsible for wire screens on all chimney caps. However, Owners are responsible to visually inspect to see if their chimney is capped, and if not to contact Westwind Management to inspect for correction. Failure to have a chimney cap is an owner’s responsibility and liability, and not the HOA’s.

- Owners and Renter/Tenants are encouraged to be cautious feeding birds or other animals outside their Unit. This can attract unwanted “critters” creating a public health problem. The HOA at its sole discretion can require an owner to clean up an area resulting from bird feed residue or other concerns. If not corrected, the HOA will serve Notice to the offending party that the HOA will clean the offending area and bill the owner’s account for expenses.
- No animals, livestock, poultry, or bees of any kind can be raised, bred or boarded in or on the HRS property. Aurora City Code controls domestic pets as to number, type, leash laws, strays, etc.

X. PARKING

1. HeatherRidge South’s parking policy has the following objectives:

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

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

HRS oversees and regulates all common and limited-common areas including interior driveways and general parking. It has no authority over the public roadways in the community, e.g., South Wheeling Way and South Xanadu Way.

However, vehicles that are parked on those two streets are subject to City of Aurora and state regulations, and the HOA will report violations to the proper authorities.

2. HOA-Declaration Rules and Enforcement Powers for Parking

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

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

- Enforcement of garage utilization for cars vs. storage or living space;
- Parking areas for driveways, interior roadways, and general parking lots;
- Vehicle access and thoroughfare, especially emergency services
- Adjacent properties, congestion, general access, safety, and fire code
- Parking based on vehicle size, number, and vehicle design-usage
- Parking perpendicular or parallel to garage door
- Maintenance and snow operations
- Vehicle registration and licensing, appearance and operation, and safety

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

- **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 will be reported to Aurora Police.

- Driveway parking is allowed on the concrete portion of driveway pads only.
- No more than two vehicles parked perpendicular to the garage.
- No more than one vehicle parked parallel to the garage.
- No parking in another Unit's driveway without written permission.
- 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" moved for three consecutive days, sitting on "blocks" or other vehicle lifting or support equipment, or covered with a tarp or other "weather protection" cover.
- HRS policy requires all residents to park first in their garage before parking outside in front of the garage. Every HRS Unit has an attached two car garage for residents to park vehicles inside on a daily basis.
- If parking is deemed hazardous or threatening to the safety and operation of the community, or obstructs snow removal operations, the offending vehicle(s) will be towed because "time is of the essence" during snow removal conditions. Towing costs will be the vehicle owner's responsibility.
- Should an emergency vehicle enter HRS causing damage to vehicles or other personal property, HRS is not responsible for damages. All residents should have HO-6 or Renter/Tenant's insurance for personal property and liability coverage as well as auto insurance.
- 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, etc. In all cases, written permission must be obtained from Westwind Management.
- No parking on or over sidewalks on S. Wheeling Way or S. Xanadu Way. Vehicles parked in driveways should park close to the garage door so as to not impede foot traffic or general thoroughfare to public roadways or private garages/driveway parking. Parking vehicles or trailers on HOA land adjacent to roadways, driveways, or garages is strictly prohibited.
- 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 elements. Parking such items anywhere on HOA land is permitted for a limited time only with written permission. 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. If conditions make this requirement unworkable or unreasonable, then the Unit owner may request written permission from the HOA for these items to be placed "directly outside their garages" before starting work.

5. Driveway Snow/Ice – Removal and Emergencies

Snow and ice removal on public sidewalks, interior roadways and driveways is an Association function and expense. Parking in driveways in front of garage doors hinders snow and ice removal/mitigation and emergency egress.

Failure to follow the parking rules will initiate the Parking Violation Process for vehicle removal, fines, or Hearings.

- **Snow conditions: When snow is forecasted, Owners-Renter/Tenants must remove vehicles from garage driveways or designated parking spaces and lots to garages or to a public roadway (S. Xanadu Way and S. Wheeling Way) before plowing commences. Failure to be in compliance when snow plows come on site will result in vehicles being towed and fines.**
- **Blocked driveways and spaces/lots will NOT be plowed pending towing of vehicles.** Owners/Tenants may be liable for damages and injuries resulting from their failure to remove parked vehicles from their driveway, guest spaces, or parking lots on HOA land.
- Only HOA approved and provided ice removal agents may be applied to sidewalks, driveways, or on common elements. Owners will be financially responsible for repairs/replacement to any concrete/asphalt surfaces if any other ice agent products are used resulting in damages.

6. Community Parking Lots – Residents and Guests

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

7. Garage/Driveway Violation Process

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

XI. HRS PARKS – within HRS COMMUNITY

- Community Parks are for HRS Owners, Tenants and their guests only.

- Please pick up trash and use provided receptacles.
- Pet feces must be picked up immediately per City of Aurora Code.
- Park Curfew is 10pm – Dawn.
- Parks are patrolled regularly by HRS's private security contractor.

XII. PETS

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

XIII. SIGNS

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

1. Flags

American Flag Display Specifications:

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

Service Flag Display Specifications:

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

Seasonal or Sports Team Flags:

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

2. Political Sign Specifications

Political Sign Specifications

- Political signs, with a maximum dimension of 36" x 48", may be placed in a Unit window no sooner than 45 days before and no later than seven days after an election.
- One sign per political office/ballot issue is allowed per Unit. There can be as many signs as there are political office positions or ballot issues, but only one sign per office or ballot issue.

3. Real Estate

- "For Sale" or "For Rent" signs must be placed on the interior side of one front window and one back window only, and all signs removed immediately upon the sale or rental of the Unit.
- 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.
- Freestanding "Open House" signs may be placed in common areas only during the day of the open house but must be removed at the conclusion of the open house. Any such signs found after an open house has closed will be removed and immediately disposed.

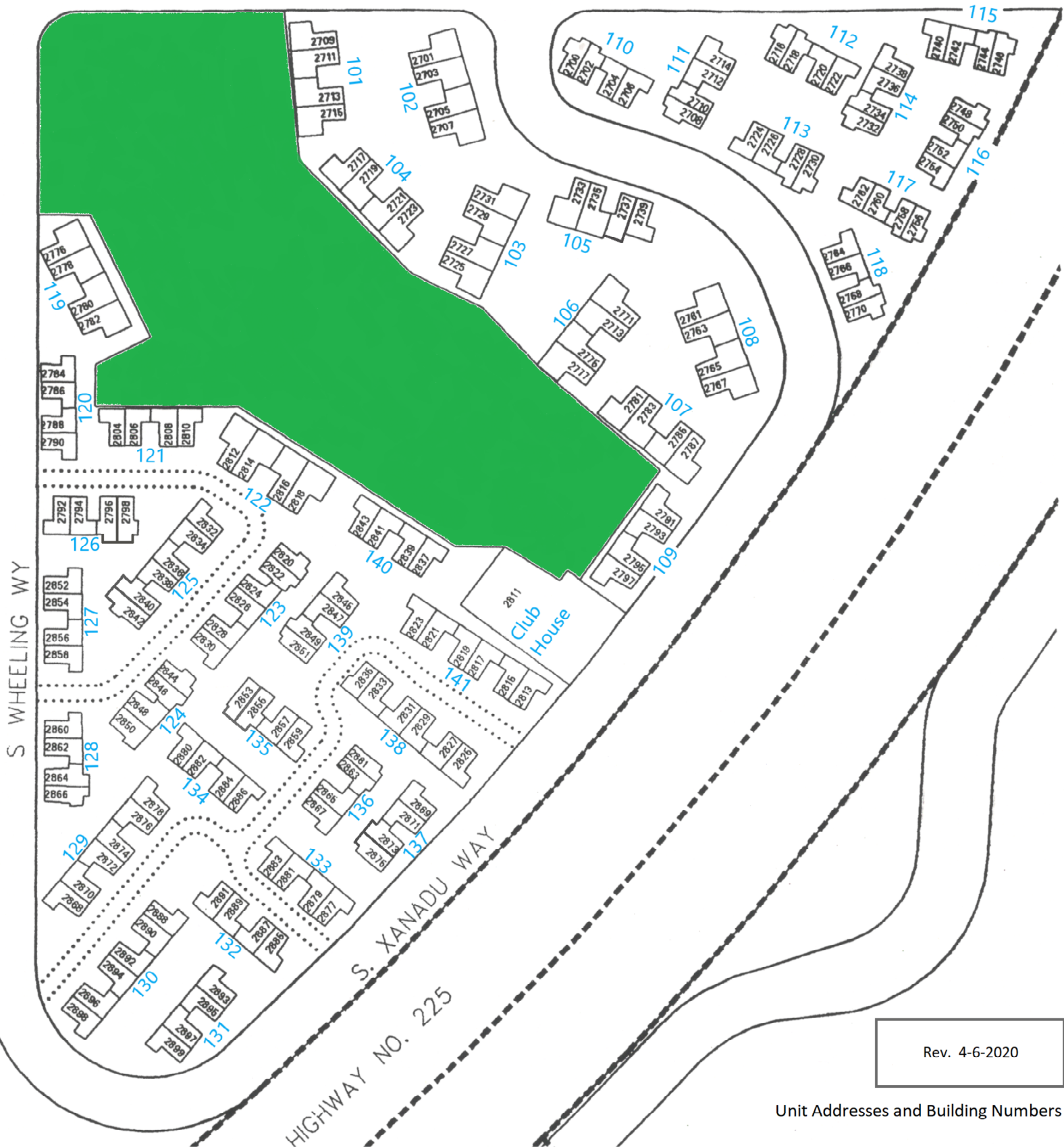
4. Miscellaneous

- Appropriate 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.

- No signs may be placed in common area for any reason or any topic except for open house or other property specific signs, and they must be removed by the end of the day. If any resident thinks additional signage is needed for safety or other reasons, that resident needs to contact the HOA board first before putting out signs. Residents are not permitted to place signs or notices on common areas for private or personal reasons given the common area owned by all residents.

XIV. MAPS and MASTER WATER SHUT OFFS

Map #1
HRS Address/ Building Numbers
and Parking Lots



Rev. 4-6-2020

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

UNIT ADDRESS FOR MASTER WATER VALVE SHUT OFF			
<u>BUILDING</u>	<u>UNIT with SHUT OFF</u>	<u>BUILDING</u>	<u>UNIT with SHUT OFF</u>
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		
<u>PATIO UNITS HAVE MAIN SHUT OFF AT WATER METER</u>			
<u>BUILDING</u>	<u>UNIT</u>	<u>BUILDING</u>	<u>UNIT</u>
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 #2
HEATHERRIDGE SOUTH
POSTAL BOXES**

Map #3: HRS Postal Boxes and Addresses Served



Adopted on this day of February 26, 2019 by the
HeatherRidge South Board of Directors
Board Secretary

ADDENDUM A
HEATHERRIDGE SOUTH HOMEOWNER
MAINTENANCE REQUEST FORM

Please complete this form and return to Westwind Management.

Fax: 303.369.0007

EMAIL: janelle@westwindmanagement.com or April@westwindmanagement.com

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

Date: _____

This is a:

☐ Request for information _____

☐ Report of problem: _____

☐ Request for Action by Westwind Management: _____

☐ Request for Action by Board of Directors or Committees: _____

☐ Feedback or Recommendation: _____

☐ Other: _____

☐ Has this matter been previously reported? Yes No
If yes, when and to whom? _____

Your Name: _____

Your Address: _____

Your Email: _____

Your Phone: _____ / _____

(DAY)

(EVENING)

Additional Comments: _____

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

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

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

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

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

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

Applicant Name _____ Address _____

Home Phone _____ Alternate Phone _____

My request involves the following type of improvement:

- ☐ Painting ☐ Windows ☐ Fencing ☐ Skylight/Vents/Fans ☐ Front Porch/Patio
☐ Back Patio ☐ Door - Patio ☐ Door – Front ☐ Door – Garage
☐ Other – specify: _____

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

Planned Start Date: _____ Estimated Completion Date: _____

Applicant Signature: _____ Date: _____

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

-- DO NOT WRITE BELOW THIS LINE - COMMITTEE ACTION --

Date Received (Westwind): _____ Date to ACC: _____

Approval Date: _____ Committee Member Signature _____

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

Comments: _____

ADDENDUM C
HEATHERRIDGE SOUTH
ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

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

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

1. PATIO DOOR REPLACEMENT SPECIFICATIONS

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

2. WINDOW REPLACEMENT SPECIFICATIONS

NOTE: Slider (horizontal) windows are not allowed.

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

3. GARAGE DOOR REPLACEMENT SPECIFICATIONS

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

* no windows are allowed in the garage door

4. ENTRY DOOR REPLACEMENT SPECIFICATIONS

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

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

5. SECURITY WINDOWS and SECURITY DOOR 'BARS'

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

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

6. BACK FENCE POLICY & SPECIFICATIONS

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

The following general information will apply (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 Heatherridge 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
BUILDING EXTERIOR				
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 PENETRATE 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
UTILITIES				
UTILITIES AND LINES INSTALLED OUTSIDE OF UNIT AND SERVING MORE THAN ONE UNIT OR THAT SINGLE UNIT	X		X	
UTILITIES AND LINES INSTALLED WITHIN 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
GROUND				
GRASS, TREES, SUBBERY, AND LANDSCAPING	X		X	
GROUND 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

MAINTENANCE REPAIR	AND INSURANCE	RESPONSIBILITIES
FRONT COURT YARDS SIDEWALKS		X
REAR PATIOS, DECKS PERIMETER FENCES		X
CLUBHOUSE		
ALL INTERIOR AND EXTERIOR REPAIRS	X	X
ALL GROUNDS, POOL AREA, FENCE AROUND POOL	X	X
POOL, HEATER, AND FILTRATION SYSTEMS	X	X
OTHER		
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
HEATHERRIDGE SOUTH
SWIMMING POOL RULES and REGULATIONS

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

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

- POOL HOURS: 8 AM TO 10 PM.
- ADULT SWIM DAILY FROM 8 AM TO 9 AM AND 6 PM TO 7 PM.
- AN ADULT MUST ACCOMPANY CHILDREN UNDER 16. 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:

1. The clubhouse rental is from ____ A.M. / P.M. to ____ A.M. / P.M. On the ____ day of _____, 20__.
2. Set up time: ____ A.M./P.M. Clean-up time: ____ A.M./P.M.

Type of party: _____ Number People Attending Party: _____

Please be aware, the security guards have the authority to shut down a party if number of guests exceed the number indicated above.

3. Deposit / Security Guard Requirement

DEPOSIT/SECURITY GUARD REQUIREMENT – PLEASE INITIAL

- a. _____ A damage deposit of \$250.00 is required to reserve the Heatheridge South Clubhouse (conditions of return of damage deposit is outlined below)

Deposit Received By: _____ Check# _____ Security Fee Received By: _____ Check # _____

- b. _____ You are required to pay for the attendance of a security guard at your function for the duration of the event (minimum of four hours). The cost is \$25.00 per hour. Security does not need to be present for set up.
- c. _____ A separate payment for security must be submitted with your security deposit (separate check) made payable to The Heatheridge South HOA (**The Heatheridge South HOA will coordinate your rental with Front Range Security upon receipt of payment**).

- A 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 x117 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 (c).***

- Payment must be made in advance prior to receiving the key to the clubhouse. Payment by check that does not clear the Renters' bank will cause \$50.00 to be assessed to the owner's account in the same manner as a maintenance fee.
4. The clubhouse will be maintained at a standard commercial level of cleanliness. The only supplies provided in the clubhouse will be toilet paper, paper towels, hand soap, dish soap, trash bags and floor cleaner. Also a vacuum cleaner, mop, and bucket are on the premises for your use (downstairs closet).

5. No one under 18 years of age is permitted in the building unless chaperoned by an adult resident. Teenage parties must be chaperoned by a parent and **no** alcoholic beverages are permitted at these parties. Children must be supervised at all times and not allowed to run freely throughout the clubhouse. An initial warning will be given, if the behavior continues, the security guard has the authority to shut the party down.
6. **NO** Smoking is allowed within the building. **NO** smoking is allowed within 25' of the front entry. Smoking is allowed in designated areas only.
7. All animals are prohibited in the clubhouse.
8. Renting of the clubhouse may be restricted or withdrawn at any time should the owner become delinquent in their Association dues pursuant to the Declarations of Heather Ridge South Article IV Section 4 (c).
9. With the exception of New Years Eve, all rental functions will be complete by 12 midnight – **INCLUDING CLEANING**. Due to both Aurora noise ordinances and the fact that the clubhouse is located within the interior of the HRS Community, all rental function attendees will control the noise to a reasonable level. Before 9pm, such noise levels are defined as 55 dBA as defined by the Aurora Noise Ordinance Zoning Code. After 9pm, such noise levels are 45 dBA as defined by the same Code. If noise exceeds this level, security will be called to enforce these restrictions. HRS is a residential community and these restrictions are important in order to maintain a balanced community environment for all residents.
10. Renter assumes all liability for functions held and agrees to indemnify, release and hold harmless the Association, its directors, agents and volunteers against any claim, suit, demand, damages or causes of action related to the Renter's use of the facilities. Renter agrees to hold the Association harmless for any injury or damage caused to or by any person during the period in which Renter has the care and control of the clubhouse by virtue of this agreement.
11. Notwithstanding any information above, Renter is liable for ALL damage to the clubhouse or any attendee of the function during the period of usage. Renter agrees that no property or liability insurance policy of the Association shall be used to offset damage done by or to the Renter or any of his / her guests or invitees. If damage exceeds the amount of deposit the balance will be charged against the owner's account in the same manner as a maintenance fee.
12. If additional tables are needed you must notify Management at least one (1) week prior to your event so that Management can arrange to have as many tables as possible removed from storage.
13. Cancellation must be made seven (7) days prior to use of the facility in order to receive a refund of the security guard fee (\$25.00/hour – minimum 4 hours)
14. Clubhouse Renter must sign this rental agreement, and agree to abide by its terms. Facility reservation will not be confirmed until Management receives the deposit and this agreement is executed.

NAME	SIGNATURE	DATE
ADDRESS	PHONE NUMBER(S)	

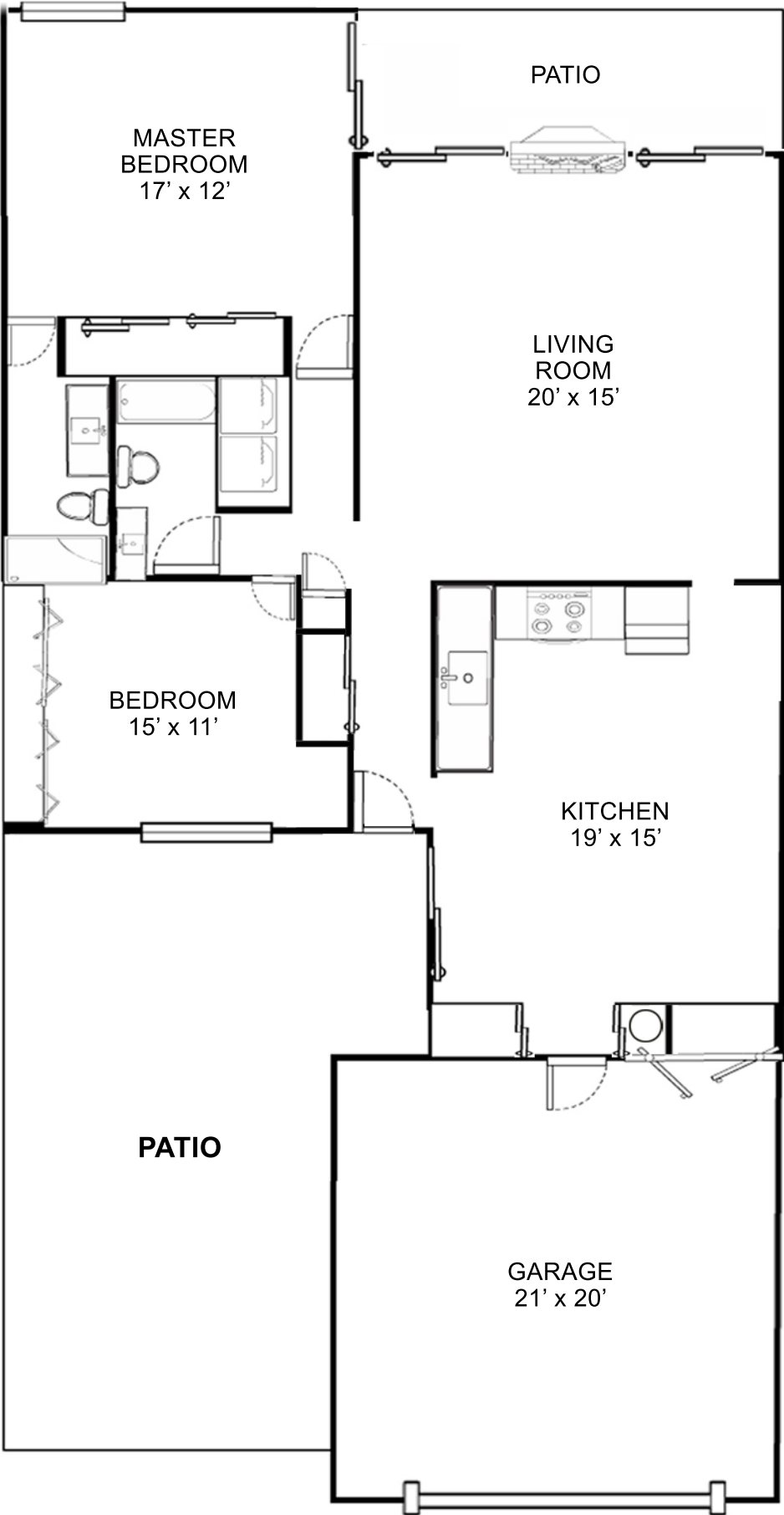
TO REPORT A MAINTENANCE ISSUE, PLEASE CONTACT MANAGEMENT AT 303.369.1800 x 115 AND LEAVE A MESSAGE.
IN NON-LIFE THREATENING EMERGENCIES, PLEASE CONTACT WESTWIND MANAGEMENT'S MAIN NUMBER AT 303.369.1800 AND FOLLOW THE INSTRUCTIONS.
LIFE THREATENING EMERGENCIES PLEASE CALL 9-1-1.

TO ACCESS THE CLUBHOUSE YOU WILL BE PROVIDED A CODE FOR THE LOCKBOX ON THE EXTERIOR FRONT DOOR OF THE CLUBHOUSE. IT IS UP TO YOU TO CONTACT AUDREY AT WESTWIND MANAGEMENT TO OBTAIN THE CODE TWO DAY PRIOR TO YOUR RENTAL (ON THURSDAY IF YOUR RENTAL IS ON A WEEKEND OR HOLIDAY). 303.369.1800 ext. 135

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.

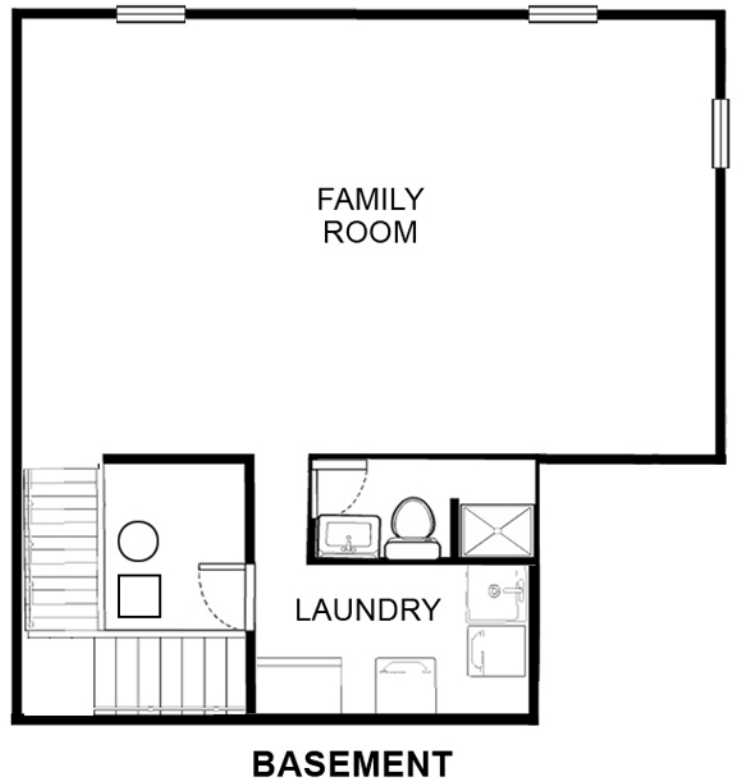
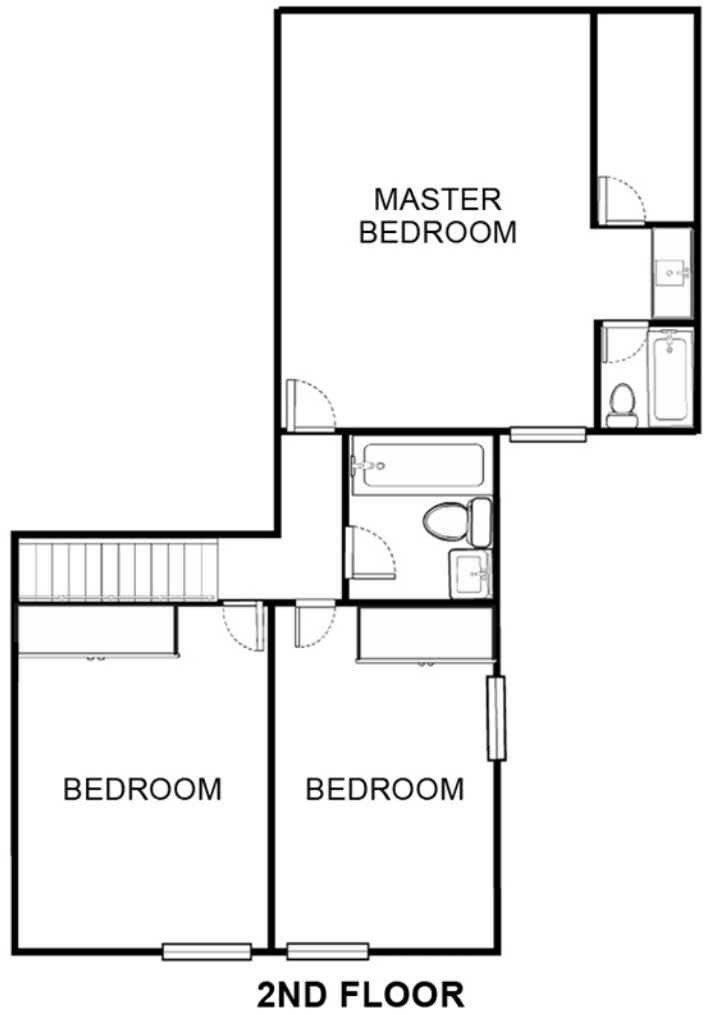
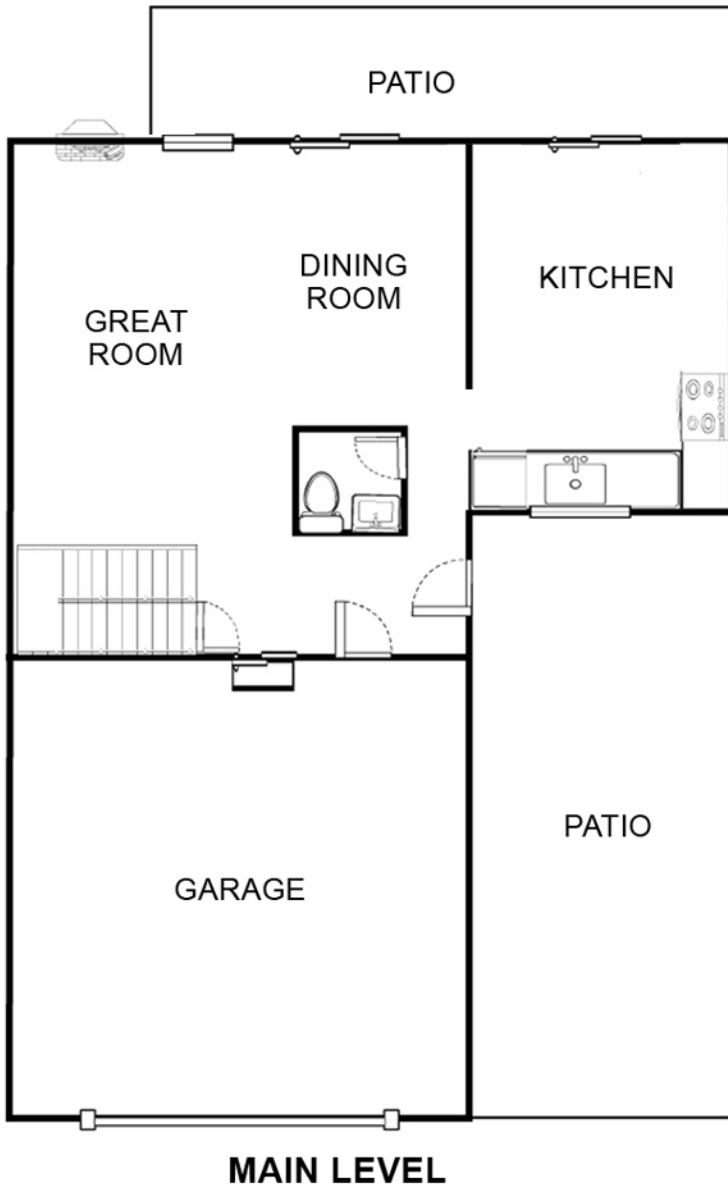
ADDENDUM G
HRS ASPEN MODEL



MAIN LEVEL

1,365 Sq Ft PATIO UNIT NO BASEMENT

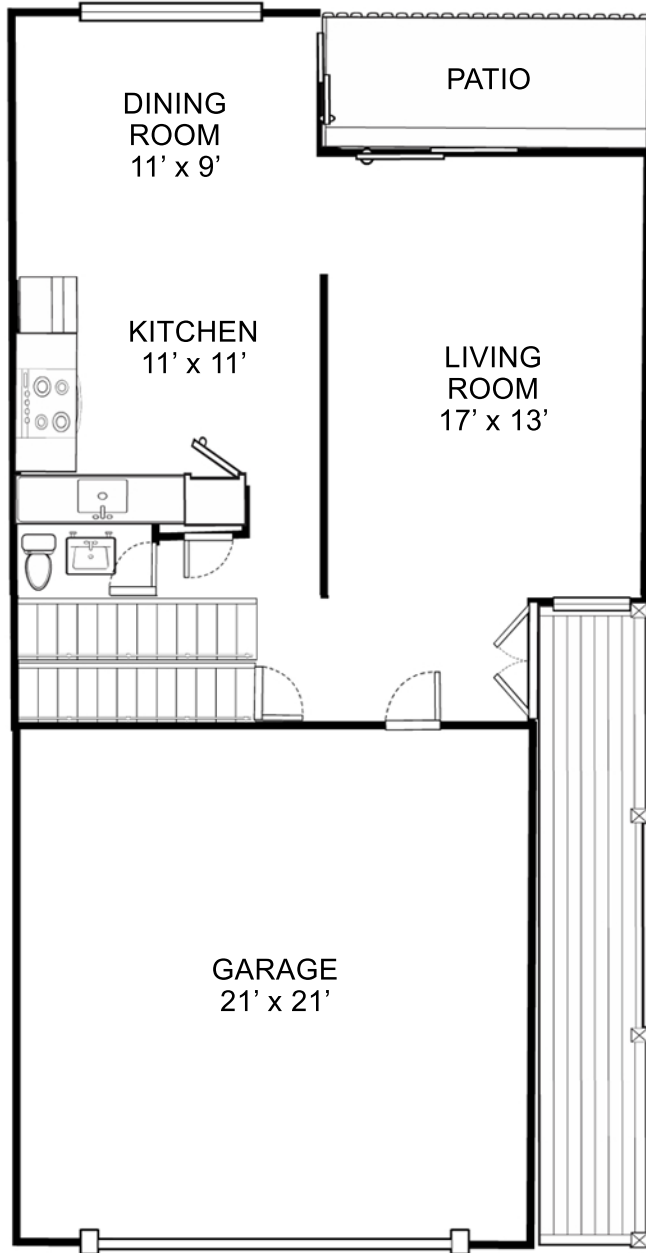
HRS SPRUCE MODEL



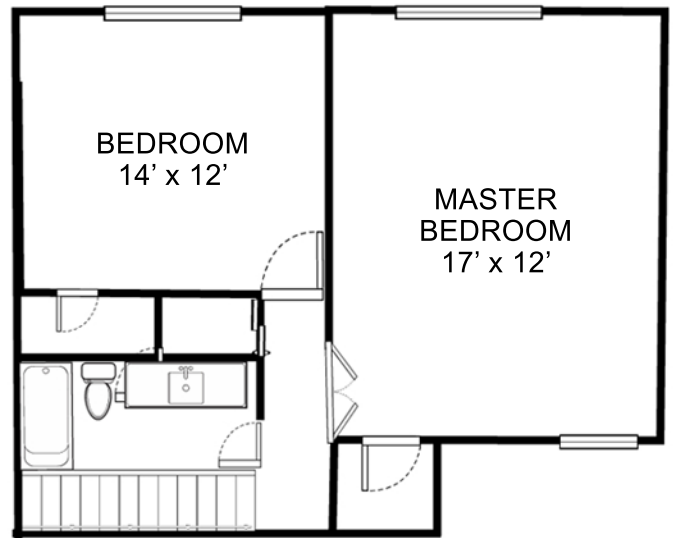
2-STORY
1,633 Sq Ft Above Ground

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

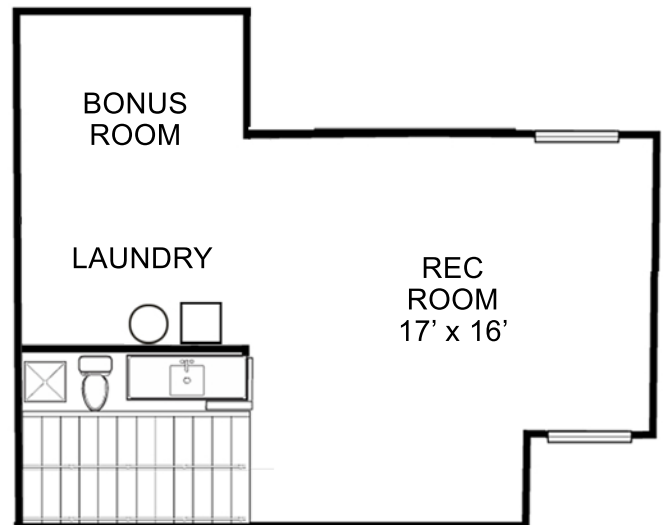
HRS PINE MODEL



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