



Heather Gardens Metropolitan District

NOTICE OF HGMD BOARD OF DIRECTORS STUDY SESSION February 21, 2019 at 10:00 AM

Pursuant to Section 24-6-402(2)(c), C.R.S. the Board of Directors of the Heather Gardens Metropolitan District hereby gives notice that it will hold a study session at **10:00 AM on February 21, 2019** at the office of the District, 2888 South Heather Gardens Way, Arapahoe County, Colorado 80014. The study session will be held for the purpose of conducting such business as may come before the Board. This session is open to the public.

AGENDA – STUDY SESSION 10:00 A.M.

1. Review Proposed Table of Contents for Policy Manual
2. Review Proposed District Bylaws
3. Review Proposed District Rules and Regulations
4. Review Proposed Schedule of Fees and Charges
5. Review Proposed Procedure Memoranda, including separate Policy Manuals for each Standing Committee
6. Open Forum – Public comment time limit 3 minutes per person
7. Adjournment

Note: HGMD regular Board meetings, when held, are on the Thursday at 1:00 PM at 2888 S. Heather Gardens Way, Arapahoe County, Colorado, in the Board Room. Residents wishing to address the Board during the Open Forum must sign up to speak. Residents doing so will be recognized during the Open Forum. (Next Regular HGMD Board meeting Thursday, February 21, at 1:00 p.m.)



Heather Gardens Metropolitan District

HEATHER GARDENS METROPOLITAN DISTRICT

POLICY MANUAL

January 30, 2019 DRAFT

SECTIONS:

- 1. Introduction/History**
 - a. Statement of Purposes
- 2. Resolutions**
- 3. Contracts and Agreements**
 - a. Management Agreement
 - b. Frolics Agreement
 - c. Red Cross Agreement
 - d. RV Storage Agreement
 - e. Garden Plot Lease Agreement
 - f. Rendezvous Catering Agreement
- 4. Bylaws**
- 5. Procedure Memoranda**
- 6. Rules and Regulations**
- 7. Schedule of Fees**
- 8. Special District Association Materials**
 - a. SDA Board Member Manual
 - b. SDA Training
- 9. Meeting Tasks Timeline**



Heather Gardens Metropolitan District

**BYLAWS
OF THE
HEATHER GARDENS METROPOLITAN DISTRICT
*February 12, 2019 DRAFT***

TABLE OF CONTENTS

Commented [J11]: Not updated yet.

ARTICLE I. APPLICATION OF BYLAWS

Authority 4
Purpose..... 4
Policies of the Board 4

ARTICLE II. ORGANIZATION

Powers and Duties 4
Business Office 5
Meetings 5
Conduct of Business 7
Vote Requirements 8
Order of Business 8
Motions and Resolutions 8
Minute Book 8

ARTICLE III. DIRECTORS, OFFICERS

Directors:

Qualifications and Terms 8
Directors' Performance of Duties 9
Oath of Office 9
Vacancies 9
Resignation and Removal 9
Disclosure of Conflict of Interest 9
Compensation 10

Officers:

Election 10
President 10
Secretary 10
Treasurer 11
Recording Secretary 11
Additional Duties 11
Selection of Contractors or agents 11

ARTICLE IV. STANDING AND SPECIAL COMMITTEES

Functions 11

 Open Meetings 12

 Committee Composition 12

 Duties of Chairperson 12

 Substitute Chairperson 12

 Tenure of Members 13

 Cohabitants 13

 Attendance 13

 Quorum 13

 Standing Committees 13

 Clubhouse/Restaurant 13

 Golf 13

 Foundation 14

 Special 14

ARTICLE V. ADMINISTRATION

Administrator 15

Financial Administration 15

Budget 15

Appropriating Resolution 16

Levy and Collection of Taxes 16

Contracts 17

Contingencies 17

Annual Audit 18

ARTICLE VI. INDEMNIFICATION

Indemnification 18

Directors and Officers Insurance 18

ARTICLE VII. GENERAL

Corporate Seal 19

Bidding and Contracting Procedures 19

Modification of Bylaws 19

ARTICLE I – APPLICATION OF BYLAWS

Section 1. Authority. Heather Gardens Metropolitan District (District) is a quasi-municipal corporation and political subdivision of the State of Colorado with those powers specifically authorized by, and in compliance with the Special District Act, Article 1 of Title 32, C.R.S. (Special District Act), including, but not limited to the power to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the Board of Directors (Board) of the District and the District.

Section 2. Purpose. It is hereby declared that the Bylaws hereunder set forth will serve a public purpose and aid the Board and the District in carrying on its business, objectives, and affairs.

Section 3. Scope. These Bylaws shall supersede all previous versions of the District's bylaws and policy manuals, as well as all previous resolutions, actions and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

ARTICLE II – ORGANIZATION

Section 1. Powers and Duties. All powers, privileges and duties vested in, or imposed upon the District by law shall be exercised and performed by and through the Board, whether set forth specifically or impliedly in these Bylaws, provided, however, the Board:

- A. May delegate to officers, contractors or employees of the District any or all administrative or ministerial duties;
- B. Has delegated to the Heather Gardens Association's general manager (District's Agent) certain managerial, administrative and ministerial duties in accordance with the Management Agreement by and between the District and the Heather Gardens Association dated August 23, 2018, as may be amended from time to time (Management Agreement);
- C. May delegate the authority to make purchases, negotiate leases for office space, and sign contracts, receipts, endorsements, checks, releases and other documents; and
- D. May create standing or special committees and delegate such authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.

Section 2. Office.

- A. **Business Office.** The principal business office of the District shall be at 2888 South Heather Gardens Way, Aurora, Colorado 80014, until otherwise designated by the Board.

Section 3. Meetings.

- A. **Regular Meetings.** Regular meetings of the Board shall be conducted on the third Thursday of each month at 1:00 p.m., at the Heather Gardens Clubhouse Community Center Board Room, 2888 South Heather Gardens Way, Aurora, Colorado, until otherwise designated by the Board.
- B. **Special Meetings.** From time to time the Board may call special meetings of the Board upon seventy-two (72) hours written notice in compliance with the Special District Act and other applicable laws.
- C. **Study Sessions.** From time to time the Board may hold study sessions to receive, present and/or discuss information but not take any official actions.
- D. **Public Meetings.** All meetings of the Board and its committees, including study sessions, other than executive sessions, shall be open to the public.
- E. **No Informal Action by the Board/Quorum.** Except as otherwise provided herein or as allowed by law, all official business of the Board shall be transacted at a regular or special meeting at which a quorum (more than one-half of the number of Board members serving on the Board at that time) shall be present in person or telephonically.
- F. **Executive Sessions.** Executive sessions may be called at regular or special meetings of the Board in compliance with the Colorado Open Meetings Law, §§ 24-6-401 *et seq.*, C.R.S. No adoption of any proposed policy, position, resolution, rule, regulation, or formal action shall take place in an executive session. The discussion in executive session shall be limited to the reasons for which the executive session was called.
- G. **Continuance of Meetings.** When a regular or special meeting is for any reason continued to another time and place, further notice need not be given of the continued meeting if the time and place of such meeting are announced at the meeting at which the continuance is taken, except as required by law. At the continued meeting, any business may be transacted which could have been transacted at the original meeting.

- H. **Emergency Meetings.** Emergency meetings may be called without notice, if notice is not practicable, by the president of the Board or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, if any, including, but not limited to, posting notice of such emergency meeting on the District's website, if any. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Board, or (b) the next special meeting of the Board.

Section 5. Preparation for and Conduct of Meetings. The Board recognizes that establishing a uniform and systematic protocol for preparing for and conducting its regular, special, and committee meetings and study sessions will help assure the efficient operations of the District and transparency to and participation of the public. As such, the Board hereby adopts the following procedures for the preparation of and conduct at meetings which the Board, the District's Agent, and the officers, agents and employees of the District shall use all reasonable efforts to follow and which shall be in addition to and shall be subject to other legal requirements set forth relating to the notice of and conduct at meetings:

- A. **Agenda.** The agenda for all meetings and study sessions of the District is proposed by the chairperson with recommendations from other members of the Board and the District's Agent, and review by legal counsel, as appropriate. The agenda for all meetings will include an agenda item for public comment for non-agenda items. The District's Agent is responsible for posting the notice and agenda in accordance with law and as provided in the District's annual administrative resolution. The agenda for any meeting or study session may be revised by the chairperson if the meeting and revised notice and agenda is posted by the District's Agent at least 24-hours prior to the meeting. The agenda for any meeting or study session may be revised by motion, second and a majority vote of members of the Board.
- B. **Order of Business.** The business of all regular and special meetings of the Board shall be transacted, as far as practicable, as follows:
1. Determine quorum is present.

Commented [J12]: BILL COMMENT - Why is it necessary for legal counsel to review ALL agendas that would include not only Board agendas but also committee agendas? Why should the attorney review any agenda, unless specifically asked to do so?

Commented [J13R2]: Bill may not have noticed that this was qualified by the "as appropriate" since the intent was not that legal counsel review every agenda for every committee and board meeting. However, the Colorado Open Meetings Law and Special District Act do have specific requirements for the notice provided to the public via agenda items and therefore the content of agendas can have legal implications if not accurate.

2. Call meeting to order.
3. Consider approval of the minutes of the previous meeting/meetings.
4. Addition or changes to agenda.
5. President's comments.
6. Review of Financial Reports
7. Discussion of General Manager's report.
8. Reports of Directors, committees and professional consultants
9. Unfinished business.
- ~~10.~~ New business.
- ~~10-11.~~ Other business.
- ~~11-12.~~ Residents wishing to address the Board on non-agenda items. (Time Limit – Three Minutes.)
- ~~12-13.~~ Adjournment.

C. Motions.

1. Motions to take an action may be made at any meeting (but not study session) in open session (not executive session) by any member of the Board.
2. A motion may be made to take the following illustrative (but not exhaustive) list of actions:
 - a. Approve;
 - b. Disapprove;
 - c. Table to a date certain;
 - d. Table indefinitely; or
 - e. Refer to a committee.
3. A motion must receive a second. If there is not a second then the motion dies without further discussion.
4. After a motion and second, the members of the Board will have further discussion and public comment will be allowed (see below).

D. Public Review/Comment.

1. The Board, when possible, will endeavor to provide advance notice to the residents of Heather Gardens (in addition to that required by law) prior to adopting any new or revised bylaws or policy/procedure manuals by publishing information regarding such new or revised bylaws or policy/procedure manuals in the newsletter and the Heather

Gardens Association email ~~distribution~~blast and by making copies of such new or revised bylaws or policies manuals available for review.

2. The agenda for all meetings and study sessions will include an agenda item for public comment for non-agenda items. Public comment during this item is limited to 3 minutes per person. Members of the public wishing to address the Board during this agenda item will be asked to sign-up in advance and public comment will be received by the chairperson.
3. Public comment will be solicited and received by the chairperson after a motion and second have been made for a Board action and before a vote is taken. Public comment during this item is limited to 3 minutes per person. Members of the public wishing to address the Board during Board action items may, but will not be asked to, sign-up in advance. Public comment may be solicited and received by the chairperson after discussion of items at a study session.
4. No response to public comment is expected or required. However, when a response is made the following order may be used:
 - a. District's Agent;
 - b. Chairperson;
 - c. Attorney; and
 - d. Directors.

E. **Discussion.** After a motion and second have been made regarding a Board action item, the following rules will apply to discussions by members of the Board:

1. The maker of the motion may speak twice and may additionally answer questions from other members of the Board and the public;
2. All other members of the Board may speak twice regarding the motion being discussed;
3. All discussion must stay on topic and be polite.
4. Discussion can be closed by:
 - a. The chairperson if there is no objection;

- b. The chairperson after all members of the Board have exhausted their allotted time for discussion; or
 - c. By request of a member of the Board if there is no objection.
- F. **Voting.** After the close of discussion, the chairperson will call for a vote and announce the results. The chairperson may take the vote by show of hands, orally or by roll call. All votes will be open, not by secret ballot, except as allowed by law. Except as otherwise provided herein or required by law or contract, any action of the Board shall require the affirmative vote of a majority of the Board members present, or attending telephonically, and voting.
- G. **Disruptive, Disorderly and Unlawful Conduct.** If a member of the Board, member of the public or any attendee of a District meeting or study session engages in disruptive, disorderly or unlawful conduct during a District meeting or study session the chairperson may issue a warning regarding such conduct, call a recess in the meeting or study session, adjourn the meeting or study session, and/or call security/law enforcement.

ARTICLE III – BOARD MEMBERS AND OFFICERS

- A. **Board Members.**
 - 1. **Board Member Qualifications and Terms.** Board members shall be eligible electors of the District as that term is defined by law. The term of each Board member shall be determined by relevant statutory provisions with elections held and conducted in the manner prescribed by the Special District Act, the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. The eligible electors of the District have not exercised the rights granted to them in Article XVIII, Section 11 of the Colorado Constitution to lengthen, shorten or eliminate the limitations on the terms of office imposed by such section, therefore, members of the Board are subject to term limits as provided by law.
 - 2. **Board Member's Performance of Duties.** A Board member of the District shall perform all duties of a Board member, including duties as a member of any committee of the Board upon which the Board member may serve, in a manner which the Board member reasonably believes to be in the best interest of the District. Board members have a common-law fiduciary obligation to the District. As

a fiduciary, each Board member has the duty to exercise the utmost good faith, business sense and astuteness on the District's behalf and is prohibited from taking personal advantage of a situation to benefit the Board member or to prejudice the District.

In performing the Board member's duties, each Board member shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, provided, however, ~~These programs and groups upon whose information, opinion, reports, and statements a Board member is entitled to rely on are outlined in the District's policy manual.~~ A Board member shall not be considered to be acting in good faith if the Board member has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

3. **Oath of Office and Bond.** Each member of the Board, before assuming the responsibilities of the office, shall take and subscribe to an oath of office and provide a bond as required by law and provided at the expense of the District.
4. **Vacancies.** Any vacancy occurring on the Board shall be filled by an affirmative vote of a majority of the remaining Board members, as provided by law. The appointed individual must meet the statutorily prescribed qualifications for Board members and shall serve until the next regular election.
5. **Resignation and Removal.** Board members may be removed from office only by recall as provided by law. A Board member may resign at any time by giving written notice to the Board, and acceptance of such resignation shall not be necessary to make it effective.
6. **Disclosure of Conflict of Interest.** A potential conflict of interest of any Board member shall be disclosed by such Board member in accordance with law, particularly Article 18 of Title 24, C.R.S., and §§ 32-1-902(3) and 18-8-308, C.R.S.
7. **Compensation.** Board members may receive compensation for services as Directors in accordance with §§ 32-1-902(3)(a)(I) & (II), C.R.S. if so authorized by resolution of the Board. The District shall allow reimbursement of reasonable and actual expenses of the Board members while acting on behalf of the District.

B. Officers.

1. **Election of Officers.** The Board shall elect from its membership a chairperson of the Board and president of the District, one of its members as a treasurer of the Board and a secretary who may be a member of the Board, or the secretary and treasurer may be one individual, who in such case is a member of the Board. The Board may also elect one or more assistant secretaries to serve in the absence of the secretary.

a. The officers shall be elected by a majority of the Board members voting at such meeting at which the election of officers is considered.

b. Election of officers shall be conducted at the first meeting following each regular special district election and the officers shall serve for a term of one year, and annually at the first meeting of the year when the Board considers its annual administrative resolution. Election of officers may also be conducted at other meetings in order to fill a vacant office.

c. Each officer shall serve until the election of a successor or the end of the Board member's term, whichever is sooner.

C. **Chairperson/President.** The president (also referred to as the chairperson) shall preside at all meetings. The president is authorized to sign all Board approved contracts, deeds, notes, debentures, warrants and other instruments on behalf of the District.

D. **Secretary.**

1. In the absence of the president, the secretary shall preside at all meetings of the Board.

2. The secretary shall be responsible for the records of the District; may act as secretary at meetings of the Board and record all votes; may be responsible for composing a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office.

3. The secretary shall have the authority to affix the District seal to and attest to all contracts and instruments authorized to be executed by the Board.

E. **Treasurer.**

Commented [J14]: Elections are every 2 years so, with Bill's proposed edit, should this be revised to be each May/June to match the one-year term that is suggested? If not, as revised it would actually be a 2-year term.

Commented [J15]: BILL COMMENT - Note: if elections in a non-election year are held at the meeting where the Board considers its annual administrative resolution (required in January of each year) then the term of office could be 16 months for one group of officers and 8 months for another group of officers.

1. The treasurer shall be authorized to invest all surplus funds or other available funds of the District in permitted investments authorized by law or as specified by the Board. The Board may not authorize investments not authorized by law.
2. The treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of District in permanent records.
3. The treasurer shall ensure that a corporate fidelity bond in an amount determined by the Board but not less than \$5,000, conditioned on the faithful performance of the duties of the Treasurer's office is filed with the Clerk of the Court, at the expense of the District.
4. The treasurer shall be responsible for the presentation of the Budget to the District.

F. Recording Secretary. The Board shall have the authority to appoint a recording secretary who need not be a member of the Board, and who will be responsible for recording all votes and composing a record of the proceedings of the Board in the minute book and will be the custodian of the seal of the District. The recording secretary shall not be required to take an oath of office, nor post a performance bond.

G. Additional Duties. The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, these Bylaws or rules and regulations of the District, law or special exigencies, which shall later be ratified by the Board.

ARTICLE IV – STANDING AND SPECIAL COMMITTEES

Section 1. Functions. The primary purpose of a committee is to serve in an advisory role and recommend courses of action to the Board. To do this, a committee conducts open meetings which provide opportunities for input from the public. In particular, committees:

- A. Monitor, in cooperation with the District's Agent, or designated staff, the effectiveness of policies and rules within its area of concern;
- B. Review and/or make recommendations concerning the policies and operations of the District for its area of concern;
- C. Review and/or make recommendations concerning fees, if any, for its area of concern; and

- D. Make recommendations to assist in the preparation of the annual budget for its area of concern.

Section 2. Open Meetings. All committee meetings shall be open to the public and allow time for public comment.

Section 3. Committee Composition. Each committee consists of a chairperson and up to seven eligible electors of the District. Eligible electors of the District may apply for membership on committees by completing an application obtained in the business office and submitting it to the chairperson of the committee on which membership is desired.

Section 4. Committee Chairperson. Unless otherwise authorized by the Board, ~~The chairperson of each committee shall be a Board member appointed by the District president, subject to approval by the Board.~~

Section 5. Duties of the Chairperson. The chairperson of each committee has the following duties:

- A. Enroll members in the committee as required to ensure that all members meet the criteria of these bylaws and act in the best interest of the District;
- B. ~~Facilitate effective committee meetings; and~~
- C. Ensure that the committee carries out the key responsibilities as set forth in these bylaws.

Section 6. Substitute Chairpersons. Committee chairpersons shall arrange for another Board member to chairperson any meeting of the committee at which the chairperson will be unable to attend.

Section 7. Tenure of Committee Members. ~~Members of committees may serve for a maximum of four consecutive years. Once seated, members of a committee, may be removed with or without cause, in the best interest of the District by a vote of the Board. After a one year break in service, such person may return to the committee at the recommendation of the chairperson and after approval by the Board. Approval for a member to be permitted to exceed this limitation may be granted on a case-by-case basis by the Board. Such extensions will be valid for only one year at a time and should normally be requested and approved because of one or both of the following circumstances:~~

- A. ~~Losing the member will reduce membership below the minimums specified in these bylaws; and/or~~
- B. ~~The member has professional experience (e.g., finance, law, engineering, etc.) that is particularly valuable to the committee.~~

Section 8. Cohabitants. No two persons living in the same unit shall be permitted to serve on the same committee.

Section 9. Attendance. Missing three regularly scheduled committee meetings in one calendar year is grounds for removal from a committee. With the exception of the chairperson, substitutes are not permitted to represent absent committee members.

Section 10. Committee Quorum. A committee's quorum is a majority of its minimum number of voting members, including the chairperson.

Section 11. Standing Committees. The following standing committees are hereby created by the Board: Clubhouse/Restaurant, Golf, Foundation, and Property Management Policy. The Board, at its discretion, may from time to time form additional standing committees or dissolve a standing committee. The duration, composition, purpose, duties and responsibilities of any standing committee of the Board shall be as defined by the Board and may be amended from time to time by Board action. The composition, membership, purpose, duties and responsibilities of the Clubhouse/Restaurant, Golf, Foundation, and Property Management Policy committees are each set forth in a Procedure Memorandum approved by the Board.

Section 12. Special Committees. From time to time a project outside the concerns of the standing committees may occur, in which case the Board, may create a special committee for such project. The duration, membership, chairperson, purpose, duties and responsibilities of any special committee of the Board shall be as defined by the Board. Once the project is completed the special committee may be dissolved.

ARTICLE V – ADMINISTRATION

Section 1. Administrator. The District's Agent shall perform all duties as provided in the Management Agreement, including those listed below:

- A. The District's Agent shall have general supervision over the administration of the affairs and business of the District and shall be charged with the hiring and discharging of employees and the management of District properties;
- B. The District's Agent shall have the care and custody of the general funds of the District and shall deposit same in the name of the District in such banks or savings associations as the Board may select;
- C. The District's Agent will approve all vouchers, orders and checks for payment subject to budgeting and appropriations of the District; and

Commented [J16]: BILL COMMENT - Who appoints the committee members? (Consensus of the Board or the President of the Board?)

Commented [J17]: I think this may have historically been included to differentiate between the general fund and the debt service fund since the latter has to be deposited per the bond documents.

- D. The District's Agent shall keep regular books of account of all District transactions and shall obtain, at the District's expense, such bond for the faithful performance of its duties as the Board may designate.

Section 2. Financial Administration.

- A. **Fiscal Year.** The fiscal year of the District shall commence on January 1 of each year and end on December 31.
- B. **Budget.** The District's Agent, in cooperation with the treasurer of the Board, shall be responsible for preparation, presentation, notice and filing of the annual budget for the District in accordance with law.
- C. **Contracts.** The Board ~~nor the District's Agent shall have~~ has no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for which funds have not been appropriated by the Board. Any contract, verbal or written, contrary to this Section shall be void ad initio, and no District funds shall be expended in payment of such contracts, except as may be allowed by law.
- D. **Annual Audit.** The Board shall cause an annual audit to be performed at the end of each fiscal year of all financial affairs of the District through December 31 of such fiscal year in accordance with law.

Section 3. Selection of and Consultation with Consultants and Contractors. ~~The manner of selection of Agents, engineers, accountants, special consultants and attorneys of the District shall be selected by the Board, will be as outlined in the District's policy manual. The District's President, the District's Agent and any other individual authorized by the District's President, Agent or Board may contact the legal counsel, auditor or other consultants engaged by the Board to seek advice.~~

ARTICLE VI – GENERAL

Section 1. Modification of Bylaws. These Bylaws may be altered, amended or repealed at any regular or special meeting of the full Board by an affirmative vote of four (4) Board members to become effective immediately or at a subsequent date.

Commented [J18]: BILL COMMENT: - Why does it take a super majority of the Board to change the by-laws? Why not a simple majority as is the case with all other Board votes.

Commented [J19R8]: There is no legal reason for this so it is up to the Board.

ADOPTED this _____ day of _____, 20__, by the Board of Directors of Heather Gardens Metropolitan District.

HEATHER GARDEN METROPOLITAN DISTRICT

_____, President

ATTEST:

_____, Secretary



Heather Gardens Metropolitan District

HEATHER GARDENS METROPOLITAN DISTRICT

RULES AND REGULATIONS

February 12, 2019 DRAFT

Commented [J1]: BILL COMMENT - General Comment on this entire section. It contains so much legalistic language that, in my opinion, most readers will simply ignore the entire section. And because of that pages 10 thru 13 should not be part of the rules and regulations.

HEATHER GARDENS METROPOLITAN DISTRICT

ARTICLE I PURPOSE AND SCOPE OF RULES AND REGULATIONS

- 1.1 **GENERAL PURPOSE AND AUTHORITY.** The purpose of these Rules and Regulations is to provide for the orderly construction, management, operation, and control of the public facilities, and improvements of the Heather Gardens Metropolitan District (the "District"). The District is a governmental entity and political subdivision of the State of Colorado and a body corporate with all powers of a public or quasi-municipal corporation which are specifically granted or implied for carrying out the objectives and purposes of the District.

These Rules and Regulations are promulgated and adopted pursuant to the provisions of Section 32-1-1001(1)(m), Colorado Revised Statutes, as may be amended from time to time. The Board of Directors of the District (the "Board") has determined to adopt these Rules and Regulations in order to assist the District, the public, the District's Agent, agents, and consultants in implementing the decisions and policies of the Board. Any Person desiring to use the District's Facilities shall comply with these Rules and Regulations.

The District's Agent, agents, and consultants shall utilize these Rules and Regulations as a tool for assuring proper treatment of Persons within the District and fair responses to issues which confront the District. The District's Agent shall post the Rules and Regulations on the Heather Gardens website and shall provide copies of these Rules and Regulations to any Person who requests them, at cost. No Person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that Person to become familiar with policies and standards of the District contained herein, and in amendments or supplements hereto.

- 1.2 **PUBLIC HEALTH, SAFETY, AND WELFARE.** It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security, and general welfare of the Residents and Users of the District and the public in general
- 1.3 **SCOPE OF RULES AND REGULATIONS.** These Rules and Regulations shall be treated and considered as a new and comprehensive regulation, governing the operations and functions of the District and shall supersede all previous compilations of Rules and Regulations and informal practices and policies of the District, which practices and policies may be in conflict with the provisions hereof.

There may be additional policies and rules for the use of specific District Facilities. In addition, the Heather Gardens Association may have additional policies and rules that are applicable.

Commented [J12]: Calvin – this is where I would like to cite to specific HGA rules/policies if there are any that you think should be specifically called out.

HEATHER GARDENS METROPOLITAN DISTRICT

- 1.4 RULES OF CONSTRUCTION.** The Rules and Regulations of the District are promulgated pursuant to statute in the exercise of the Board's discretion to provide a tool for management of the District and for the orderly provision of services. These Rules and Regulations shall be liberally construed to affect the general purposes set forth herein, and each and every part hereof is separate and distinct from all other parts. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or any law which may subsequently be enacted by the Colorado General Assembly pertaining to the affairs of the District. No omission or additional material set forth herein shall be construed to alter, waive, or deviate from any grant of power, duty, responsibility, limitation, or restriction imposed or conferred upon the Board by statutes now existing or amended in the future or under any contract or agreement existing between the District and any other governmental entity. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all Persons or entities subject to these Rules and Regulations now or in the future.

The Rules and Regulations constitute guidelines for the benefit of the District and must be complied with by all Residents and Users absent receipt of a proper written waiver. No Owner, Resident, or User shall obtain, by virtue of the Rules and Regulations, any right or cause of action against the District or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the District. Nothing herein shall be deemed to be a waiver of any immunity granted to the District under Colorado law.

- 1.5 CONFLICTS.** In case of any conflict between any provision of these Rules and Regulations, the District shall be entitled to resolve such conflict in its own favor at the District's sole discretion, it being the intention of the Board that these Rules and Regulations shall be construed or interpreted by the District in such manner so as to maximize the ability of the District to govern and manage the District and its facilities.

The District has attempted to articulate herein its rules, regulations, and policies for the provision, management and operation of public services and facilities by the District. From time to time, the Board may adopt policies reflected in the minutes of meetings for the District or reflected in resolutions of the Board. To the extent any policy found in minutes of District meetings which pre-date and conflict with any resolution of the Board, the resolution shall be deemed to supersede the minutes, unless the Board determines otherwise after such conflict is brought to the attention of the Board. To the extent policies found in minutes of meetings post-date resolutions of the District and conflict with such resolutions, the policy stated in the minutes shall be binding unless the Board determines otherwise after such conflict is brought to the attention of the Board. The District shall have the right, at all times, to repeal and re-enact resolutions of the Board unless any

HEATHER GARDENS METROPOLITAN DISTRICT

resolution specifically states that it is not subject to repeal and such statement is found to be enforceable.

The District's Bylaws and Procedure Memoranda shall be considered supplemental hereto, except, in the instance where anything therein is in conflict with the provisions hereof, in which case these Rules and Regulations shall govern.

To the extent that any of the District's Rules and Regulations are inconsistent with any valid and applicable regulations promulgated by any local, state, or federal agency, the local, state or federal agency shall govern.

1.6 AMENDMENT, MODIFICATION, WAIVER, OR SUSPENSION. These Rules and Regulations may be amended, modified, waived, or suspended, from time to time, by the Board, as it deems appropriate. Neither notice, beyond that required by law, of such amendments, modifications, waivers, or suspensions nor public hearing shall be required to be provided by the District prior to exercising its amendment, modification, waiver, or suspension powers. The District has the power to revise its Rules and Regulations from time to time by either formal action of the Board or by implication and has authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Any formal action of the Board to revise, amend, or modify these Rules and Regulations shall be deemed incorporated herein notwithstanding whether such revision, amendment, or modification is codified herein. Supplemental policies of the District may be adopted from time to time in order to assist the Board in managing the affairs of the District. The Board shall have the sole authority to amend, waive, suspend, or modify these Rules and Regulations. Any Person claiming the benefit of such a waiver, suspension, or modification shall be required to obtain a written waiver signed by the District Agent. No refusal, failure, or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty, or responsibility, or any limitation or restriction upon the Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other entity. Any express waiver shall not be deemed an amendment of these Rules and Regulations. However, an express waiver or variance from these Rules and Regulations by the Board shall supersede these Rules and Regulations regarding the subject matter of the express waiver. No waiver shall be deemed a continuing waiver.

1.7 RULES AND REGULATIONS OF OTHER GOVERNMENTAL ENTITIES. Residents and Users of the District shall abide by all applicable local, state, and federal laws and regulations or permits. If, as a result of any violation of applicable local, state, and federal laws and regulations or permits, the District is subject to any civil or criminal liability, any fines, fees, penalties, or other costs assessed against the District and any costs incurred by the District to defend against such

HEATHER GARDENS METROPOLITAN DISTRICT

liability, including but not limited to legal, engineering, administrative, and accounting fees and costs, shall be owed and paid to the District by such violator.

- 1.8 SEVERABILITY.** The invalidity or unenforceability of any portion or previous version of these Rules and Regulations shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from these Rules and Regulations, and the balance of these Rules and Regulations shall be construed and enforced as if these Rules and Regulations did not contain such invalid or unenforceable portion or provisions.

**ARTICLE II
DESCRIPTION OF THE DISTRICT AND POWERS**

- 2.1 DESCRIPTION OF THE DISTRICT.** The District is a quasi-municipal corporation and political subdivision of the State of Colorado that was organized with the authority to provide certain services and facilities within the boundaries of the District. The District derives its power from the Special District Act, Sections 32-1-101 *et seq.*, Colorado Revised Statutes, and the Statement of Purposes, as the same may be amended from time to time.
- 2.2 RATES, FEES, TOLLS, AND CHARGES.** The District has power to charge various rates, fees, tolls, charges, and penalties, and impose taxes, for services and facilities provided by the District. The Schedule of Fees and Charges is available from the District upon request.
- 2.3 PENALTIES AND PERPETUAL LIEN.** Reasonable penalties may be fixed for any delinquency including, but not limited to, interest on delinquent fees, reasonable attorney's fees, and costs of collection pursuant to state law. The District expressly reserves the right to impose all penalties permitted under state law, as appropriate. The failure of a Resident to pay fees imposed by the District creates a perpetual lien on the affected property and a right for the District to foreclose on that lien. The District expressly imposes a perpetual lien pursuant to state law for failure to pay or for delinquent payment of any rate, fee, toll, charge, or penalty assessed by the District pursuant to state law. The District exercises such powers for the overall benefit of the District and reserves the right to exercise its discretion on a case-by-case basis in determining whether to file a statement of such lien and foreclose it. Additional provisions regarding violations and enforcement are contained in these Rules and Regulations.

HEATHER GARDENS METROPOLITAN DISTRICT

ARTICLE III DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows. Additional meanings of terms as used within a specific Article hereof may be defined therein.

- 3.1 **BOARD.** Shall mean the duly elected and/or appointed Board of Directors of the District which acts as the governing body of the District.
- 3.2 **CLUBHOUSE.** Shall mean the Heather Garden's Clubhouse located within the boundaries of the District.
- 3.3 **DISTRICT.** Shall mean the Heather Gardens Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.
- 3.4 **DISTRICT'S AGENT or AGENT.** Shall mean the Heather Gardens Association's general manager or duly authorized representative thereof, who, in accordance with the Management Agreement, has been delegated certain agential, administrative and ministerial duties related to the affairs of the District.
- 3.5 **DISTRICT FACILITIES OR FACILITIES.** Shall mean the all property and facilities owned and/or operated by the District, including, but not limited to the Rendezvous Restaurant, Golf Course, maintenance facilities, Linvale Place, Clubhouse, recreational vehicle parking RV Lot, and the community garden Plots.
- 3.6 **GARDEN PLOTS.** Shall mean the community garden property and facilities owned and/or operated by the District, including the 72 individual garden plots, as generally depicted on Attachment 1 attached hereto and incorporated herein by this reference.
- 3.6.3.7 **GOLF COURSE.** Shall mean the nine-hole executive golf course located within the boundaries of the District and the associated golf shop.
- 3.7.3.8 **GOLF PROFESSIONAL.** Shall mean the Person who is an employee under contract with the Heather Gardens Association's or the District to for the management and operation of operate the Golf Course.
- 3.8.3.9 **MANAGEMENT AGREEMENT.** Shall mean the Management Agreement by and between the District and the Heather Gardens Association dated August 23, 2018, as may be amended from time to time
- 3.9.3.10 **OWNER.** Shall mean the Person owning a fee interest in property located within the boundaries of the District.

Commented [J13]: My only concern with this recommended change that Bill has made is that I know in the past the golf pro was an independent contractor. Should we revised to allow for that or being an employee?

HEATHER GARDENS METROPOLITAN DISTRICT

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- 3.103.11 PERSON.** Shall mean any individual, firm, company, society, corporation, association, organization, partnership, group, government or subdivision thereof, or other entity.
- 3.113.12 RESIDENT.** Shall mean any Person residing in property located within the boundaries of the District.
- 3.123.13 RENDEZVOUS RESTAURANT.** Shall mean the Rendezvous Restaurant located within the boundaries of the District.
- 3.133.14 RULES AND REGULATIONS.** Shall mean the Rules and Regulations adopted by the Board including all amendments, policies, and resolutions.
- 3.15 RV LOT.** Shall mean the recreational vehicle parking lot owned and/or operated by the District, including the 99 parking individual parking spaces, as generally depicted on Attachment 2 attached hereto and incorporated herein by this reference.
- 3.143.16 SCHEDULE OF FEES AND CHARGES.** Shall mean a schedule of the District's fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District pursuant to Section 32-1-1001(1)(j)(l), Colorado Revised Statutes, as the same may be amended from time to time, which is available from the District upon request and is incorporated herein by this reference.
- 3.153.17 SHALL** is mandatory; **MAY** is permissive.
- 3.163.18 USER.** Shall mean any Person that uses the District's Facilities.

HEATHER GARDENS METROPOLITAN DISTRICT

ARTICLE IV
GENERAL RULES REGARDING USE OF DISTRICT FACILITIES

- 4.1 **ASSUMPTION OF RISK.** All use of the District Facilities is at each User's own risk. The District is not responsible for any injuries sustained while using the District Facilities. The District and its agents expressly deny responsibility for the play of any User on the District's golf course. Damage to a person or animal or structure by a golf User's errant shot is an issue between the golfer and the damaged party.
- 4.2 **CONDUCT.** All persons using the District Facilities must conduct and present themselves in such a manner as to preserve the comfort, health, safety and welfare of others using the District Facilities. Proper etiquette, language, and courtesy are to be observed at all times. This includes proper conduct and relinquishing of facilities that are subject to scheduled reservations. Any person violating these Rules may be asked to leave without a refund, if applicable. The District and its agents expressly deny responsibility for User's conduct while using District Facilities.
- 4.3 **ATTIRE.** Proper attire is required at all times within the District Facilities. Appropriate golf attire is to be worn at all times while on the District's golf course. Attire deemed unacceptable for men or women on the District's golf course is: tank top, halter top or bare mid-drift shirts, shorts or denims that are cut, torn or ragged. When using the District's golf course, other athletic facilities or walking paths, athletic or golf shoes, as applicable, are required. User's not complying with this attire regulation may be denied permission to play on the District's Golf course.
- 4.4 **PROHIBITED ACTIVITIES.** No smoking or tobacco products, or guns, firearms or weapons of any kind will be allowed to be used where prohibited (as posted or provided by law) in the District Facilities, unless, in the case of firearms or weapons, authorized by law or carried by authorized security personnel and law enforcement. Additional prohibited activities on the District's golf course are provided below.
- 4.5 **ALCOHOL CONSUMPTION.** Alcoholic beverages may be served and consumed only within designated areas of the District Facilities in accordance with the District's liquor license. All persons consuming alcohol within the District Facilities shall abide by all laws governing consumption of alcoholic beverages.
- 4.6 **EMERGENCIES.** Emergencies occurring on the golf course shall be reported to the Golf Professional, a security officer, the District's Agent, and/or the Golf Course Superintendent for proper handling of the emergency. Emergencies occurring in the Clubhouse or Rendezvous Restaurant shall be reported to Clubhouse management, a security officer, and/or the District's Agent for proper handling of the emergency. Emergencies occurring at any other District Facilities shall be reported to _____ a

HEATHER GARDENS METROPOLITAN DISTRICT

security officer and the District's Agent for proper handling of the emergency. The foregoing reporting is in addition to calling 9-1-1 or appropriate authorities as any individual emergency may require.

4.7 GOLF COURSE

Commented [J14]: BILL COMMENT - Pages 10, 11, 12, and 13 should be removed from the rules and regulations section and put into the Golf Course PM.

- 4.7.1 Hours of Operation.** The Golf Course is open year-round, provided, however, the Golf Course may be closed if weather conditions make play impractical. Additionally, the Golf Course will be closed on Thanksgiving, Christmas and New Year's days and may occasionally be closed for maintenance purposes. Hours of operation will depend on the season and the hours of operation will be posted in the golf shop and on the Heather Gardens website.
- 4.7.2 Rain Checks.** Rain checks will be issued to players of the Golf Course as a result of Golf Course closure for inclement weather only if the player has not completed five holes and did not start in inclement weather. Rain checks expire on December 31 of the year issued.
- 4.7.3 Discounted/Complimentary Play.** Resident discount cards and gift certificates must be presented prior to play. Valid identification may be required as proof of Heather Gardens residency. Golf Course maintenance employees may be granted complimentary plays limited to two (2) per week as tee times may be available. The Golf Professional, as may benefit the Golf Course operations, may grant complimentary play (green fees only), at his/her discretion, not to exceed a total of 150 for the calendar year and not to exceed 50 rounds per month. ~~The Golf Professional will reimburse, at the resident rate, any additional complimentary plays over 150 per year. Golf carts will not be complimentary.~~
- 4.7.4 Golf Course Reservations.**
- 4.7.4.1** All players may make reservations up to seven (7) days in advance.
- 4.7.4.2** Players are required to check in fifteen (15) minutes prior to tee time. Failure to do so may result in loss of reservation.
- 4.7.4.3** Individual tee times will not be accepted during men's and ladies' club events, league and/or non-resident tournaments.
- 4.7.4.4** An opening tee time reservation delayed by frost will lose the reservation but will be given priority on the stand-by list.

HEATHER GARDENS METROPOLITAN DISTRICT

4.7.4.5 A playing adult must accompany individuals under 17 years of age. The Golf Professional has the discretion to waive this rule.

4.7.4.6 Minimum play age is 8 years old.

4.7.5 Golf Cart Rental.

4.7.5.1 Rental of a golf cart allows the use of a golf cart for one round of golf for each player, not to exceed two players per cart.

4.7.5.2 A valid driver's license is required for all drivers of golf carts.

4.7.5.3 No motorized golf carts may be on Golf Course when the golf shop is closed.

4.7.5.4 The last rental time for a golf cart will be two hours prior to the closing time of the golf shop.

4.7.5.5 All pull and motorized carts are to be kept off tees, greens, and on paths where a path is roped.

4.7.6 Golf Clubs, Tournaments, and Leagues.

4.7.6.1 The golf clubs' tournament chairs shall schedule their tournaments with the Golf Professional no later than March 15, or at the discretion of the Golf Professional.

4.7.6.2 Tournaments cancelled due to inclement weather may be made up on another date.

4.7.6.3 Ladies Golf Club tournaments will be scheduled for Wednesday mornings.

4.7.6.4 Men's Golf Club tournaments will be scheduled for Friday and occasionally on Thursday.

4.7.6.5 Two-day men's and ladies' golf tournaments may take place at the discretion of the Golf Professional.

4.7.6.6 Non-resident golf tournaments will be at the discretion of the Golf Professional to be scheduled at times with the least resident play.

4.7.6.7 Requests for league play must be made no later than March 15 at the discretion of the Golf Professional

HEATHER GARDENS METROPOLITAN DISTRICT

4.7.7 Golf Course Use Rules and Regulations.

- 4.7.7.1 Practicing on the Golf Course is prohibited except in designated areas. Violators shall be reported to Security.
- 4.7.7.2 Players will play one ball only, except where rules of golf allow a second ball.
- 4.7.7.3 Fivesomes are not allowed. The Golf Professional has the discretion to waive this rule.
- 4.7.7.4 No private carts will be permitted except pull-type or non-riding type.
- 4.7.7.5 The Golf Professional or his/her and staff have the authority to complete a foursome with a casual or other player, as needed.
- 4.7.7.6 A 9-hole round should be played in two hours. Players who are deemed to be too slow will be asked to speed up and may be removed from the course by the Golf Professional or a security officer. Players are encouraged to use continuous putting and holding out when not interfering with another players' line of play.
- 4.7.7.7 Only the Golf Professional is allowed to give lessons for hire.
- 4.7.7.8 Golf balls in the lakes are the sole property of the Golf Professional District. A player is permitted to recover a ball only if it is easily retrievable without climbing on rocks and without holding up play.

4.7.8 Prohibited Activities on Golf Course.

- 4.7.8.1 No fishing is allowed in any Golf Course lake.
- 4.7.8.2 No feeding of wildlife is allowed on the Golf Course.
- 4.7.8.3 No pets are allowed on the Golf Course at any time.
- 4.7.8.4 Climbing on rocks surrounding the lakes, wading in the lakes, or walking on any ice on the lakes is prohibited.
- 4.7.8.5 Bicycles are prohibited on the Golf Course and the paved perimeter pathways.

HEATHER GARDENS METROPOLITAN DISTRICT

4.7.9 Pedestrian Rules and Regulations. The Golf Course is designed as a recreational facility for golfers. The District recognizes that the paved perimeter pathway and outlying grass areas are utilized by pedestrians for personal access to and from residences and for exercise. The District allows this access only in compliance with the regulations listed below:

4.7.9.1 A pedestrian for purposes of this rule is any person walking near or within the Golf Course boundaries who is not a paid golfer, an authorized staff person, or an authorized golf spectator.

4.7.9.2 A pedestrian is prohibited from walking at any time on the grassy surfaces within the Golf Course boundaries, the sand bunkers, and on the rock lined lake shore.

A. The name and card number of those playing the course, without exception, must be entered on the Daily Record Chart, with indication as to the method of payment (cash resident, guest, cash non-resident, 40-Play card #, complimentary play, league play, etc.)

B. Enforcement of this policy is the responsibility of the Golf Professional.

Commented [J15]: This should be part of the Golf Pro's contract

4.8 GARDEN PLOTS.

4.8.1 Leasing of Plot(s). Individual plots within the Garden Plot may be leased by the District on a first-come, first-served basis to any Person in accordance with the terms of a Garden Plot lease agreement, including, but not limited to, the payment of an annual lease fee as set forth in the Schedule of Fees and Charges. Assignment of individual plots is subject to the discretion of the District. Once all individual plots have been leased the District will maintain a waitlist for leasing individual plots. The District will also maintain a waitlist for Persons wishing to transfer individual plot locations. When an individual plot becomes available preference will be first given to Persons on the plot transfer waitlist and then to Persons on the plot lease waitlist.

4.8.2 Maintenance of Garden Plots. The District will maintain the main water spigot and the water supply lines to the main water spigot. Lessees are responsible for repairing and maintaining the water lines from the main water spigot to their individual plots, plot dividers, and any items planted or located within the individual plots. Lessees are responsible for placing trash, weeds, and cuttings into the appropriate disposal containers located on site and for maintaining their individual plots in a neat, orderly, and aesthetically pleasing manner.

Commented [J16]: Or does the District do this and bill them?

HEATHER GARDENS METROPOLITAN DISTRICT

4.8.3 Use of Manufactured Apparatuses/Chemicals. All activity using manufactured apparatus or chemicals for fertilizing, weed, bug and pest control, must be accomplished in strict accordance with the manufacturer's recommendations and all applicable Federal, State, and local regulations and must be contained within lessee's individual garden plot.

4.8.4 Watering Restrictions. The Garden Plots are subject to all applicable watering restrictions and lessees are responsible for monitoring and following all such restrictions. The District will endeavor to post any watering restrictions that are in effect at the garden kiosk.

4.8.5 Sheds. Sheds may be located within the individual garden plots, provided they meet the following standards:

4.8.5.1 Sheds must be erected within the perimeters of the lessee's individual garden plot.

4.8.5.2 Sheds must be no larger than 3' x 4' x 84'.

4.8.5.3 Sheds must be constructed of non-metal material such as wood, vinyl, or durable plastic.

4.8.5.4 Wood sheds must be painted.

4.8.5.5 All sheds must be maintained in good condition.

4.8.6 Prohibited Activities.

4.8.6.1 Lessees are prohibited from attaching or hanging tools, artwork, or any other items on the fence surrounding the Garden Plots.

4.8.6.2 Lessees are prohibited from placing any plants, garden supplies, sheds, trash, or other items within the 3-foot walkway along the State Highway Department fence.

4.8.6.3 Pets, other than service animals, are prohibited from the Garden Plots.

4.8.6.4 Plants that produce a Schedule 1, hallucinogenic or psychedelic substance are prohibited and will be removed by the District.

4.8.6.5 Headphones must be used when lessees are listening to music or other audio.

HEATHER GARDENS METROPOLITAN DISTRICT

4.8.7 Garden Plots Gate. The gate to the Garden Plots must remain locked at all times when it is not being activity used for ingress or egress to the Garden Plots.

4.9 RV LOT.

4.9.1 Leasing of Space(s). Individual spaces within the RV Lot may be leased by the District on a first-come, first-served basis to any Person in accordance with the terms of an RV storage agreement, including, but not limited to, the payment of an annual lease fee as set forth in the Schedule of Fees and Charges. Assignment of individual spaces is subject to the discretion of the District. Once all individual spaces have been leased the District will maintain a waitlist for leasing individual spaces. The District will also maintain a waitlist for Persons wishing to transfer individual space locations. When an individual space becomes available preference will be first given to Persons on the space transfer waitlist and then to Persons on the space lease waitlist.

Commented [J17]: The Rental Agreement seems to contemplate that this is only for residents, which is problematic if this is publicly owned facility

4.9.2 Maintenance of Vehicles. Lessees are responsible for the all repairs and maintenance to the vehicles parked in the RV Lot and shall keep such vehicles and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash.

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4.9.3 RV Lot Dump Station.

4.9.3.1 Lessee's may only use the dump station for the vehicle that is the subject of the RV storage agreement.

4.9.3.2 Lessees must use a discharge hose to dump the contents of the RV holding tanks.

4.9.3.3 The dump station may only be used to dump the contents of the RV holding tanks, i.e. wash water, known as "gray" water, and toilet water, known as "black" water. The discharge of any other materials is strictly prohibited.

4.9.3.4 The Water faucets are only for use filling an RV's fresh water tank and may not be sed to flush holding tanks or rinse discharge hoses.

4.9.3.5 Use of the dump station to wash vehicles is prohibited.

4.9.4 Prohibited Activities.

HEATHER GARDENS METROPOLITAN DISTRICT

- 4.9.4.1 Lessees are prohibited from parking any vehicle that is not allowed under a current and valid RV storage agreement in the RV Lot.
- 4.9.4.2 Lessees are prohibited from storing any items, other than authorized vehicles and the items therein, within the RV Lot.
- 4.9.4.3 Lessees are prohibited from storing any flammable liquids, explosives, contraband, illegal substances, other than those included as an integral part of a factory built-in component of the vehicle, within the RV Lot.
- 4.9.4.4 Lessee is prohibited from storing any items within the RV Lot which might cause damage to property, present danger to Persons, or create offensive appearances or noxious odors.
- 4.9.4.5 Lessee is prohibited from subleasing the leased space.
- 4.9.5 RV Lot Gate. The gate to the RV Lot must remain closed at all times when it is not being activity used for ingress or egress to the RV Lot.

HEATHER GARDENS METROPOLITAN DISTRICT

ARTICLE V
FEES, RATES, AND CHARGES

- 5.1 **GENERAL.** The Board is empowered to fix and from time to time to increase or decrease fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District pursuant to Section 32-1-1001(1)(j)(l), Colorado Revised Statutes, as amended from time to time. The District imposes and collects such rates, fees, tolls, and charges in amounts to ensure they are sufficient to operate, maintain, repair, and replace District Facilities. The District imposes and utilizes its rates, fees, tolls, and charges in accordance with applicable law for protection of the health and welfare of residents and property owners of the District.
- 5.2 **APPLICATION.** The fees, rates, tolls, penalties, and charges established by the Board and the other information set forth herein shall apply to all Owners, Residents, and Users.
- 5.3 **SCHEDULE OF FEES, RATES, AND CHARGES.** The fees, rates, tolls, penalties, and charges in existence and in effect are set forth in the Schedule of Fees and Charges. Such fees, rates, tolls, penalties, and charges shall remain in effect until modified by the Board in accordance with applicable laws. Nothing contained herein shall limit the Board from modifying fees, rates, tolls, penalties, and charges or from modifying any classification.
- 5.4 **ADJUSTMENT OF FEES, RATES, AND CHARGES.** In those situations where, in the District's sole discretion, the fees, rates, tolls, penalties, and/or charges as set forth in the Schedule of Fees and Charges, do not represent a fair, reasonable, and equitable charge for the intended use, the District, in its sole discretion, may adjust said fees, rates, tolls, penalties, and/or charges in accordance with law.
- 5.5 **PAYMENT OF FEES, RATES, AND CHARGES.** Pursuant to the Management Agreement the Heather Gardens Association bills and collects a "Recreation Fee" (as defined in the Management Agreement). All other fees, rates, and charges of the District are billed and/or collected at or before the service, class, event, or trip are rendered.
- 5.6 **REFUNDS.** Requests for refunds for classes or events offered by the District must be made prior to the class/event. Requests for refunds for trips offered by the District must be made prior to the registration deadline and will only be issued if the spot is filled. A \$7.00 service fee will apply to all refunds unless the refund is made via a Clubhouse gift certificate to be used for future classes, events or trips. Clubhouse gift certificates are not usable in the Rendezvous Restaurant only useable for the area that issued the gift certificate.
- 5.7 **RESPONSIBILITY FOR COSTS.** Any Person who seeks to do business with the District, obtain agreements with the District, obtain approval of plans from the

Commented [J18]: Are refunds given in this manner for the golf course or any other areas? If so we might want to add language here or make this a bit broader

HEATHER GARDENS METROPOLITAN DISTRICT

District, or otherwise undertake activities which cause the District to incur costs or fees may be responsible for paying the District for all such costs. Any activities by Persons that may require additional costs to the District, including, but not limited to, additional legal, engineering, administrative, and accounting fees and costs, shall pay the District for all such additional costs. Payment shall be due upon receipt of invoice from the District or as the Board directs, but not later than the date when such agreements are executed, approvals are delivered, or such Person receives benefit from the District for such activities.

Commented [J19]: BILL COMMENT - Question for the Board to decide: Does this Section impact activities such as Frolics and/or church services? If not, then those exceptions need to be made clear in this section.

- 5.8 PERPETUAL LIEN/FORECLOSURE.** In accordance with 32-1-1001(1)(j)(I), Colorado Revised Statutes, as may be amended from time to time, and as more particularly discussed in Sections 2.3 and 6.2.2.4 of these Rules and Regulations, until paid, all rates, tolls, charges, fines, fees, assessments, penalties, and costs shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of this state for the foreclosure of mechanics' liens. If at any time it becomes necessary for the District to initiate foreclosure proceedings as allowed by Section 32-1-1001(1)(j), Colorado Revised Statutes, as amended from time to time, in order to collect overdue payments of any fee or charge assessed by the District under these Rules and Regulations or Colorado law, all costs so incurred by the District shall be due and payable by the Owner, Resident, or User.
- 5.9 PENALTIES FOR LATE PAYMENT OR NON-PAYMENT.** Late payment or non-payment of any rates, tolls, charges, fines, fees, and/or assessments owed to the District may result in the District taking one or more actions, including but not limited to, charging a late fee, charging interest, and/or revoking use of District Facilities, in accordance with these Rules and Regulations. Further, the District has the right to assess to any Owner, Resident, or User who is overdue in payment of his or her account, any and all court, legal, engineering, administrative, and accounting fees and costs and any other costs necessary to or incidental to the collection of said account

HEATHER GARDENS METROPOLITAN DISTRICT

ARTICLE VI
ENFORCEMENT, VIOLATIONS, AND PENALTIES

6.1 VIOLATIONS. Any intentional or negligent action taken by a Person in contravention of these Rules and Regulations or the conditions or obligations set forth in any other agreement with the District shall be considered a violation and shall be subject to the provisions of this Article.

6.2 ENFORCEMENT REMEDIES.

6.2.1 Notification of Violation. Whenever the District finds that any Person has violated or is violating these Rules and Regulations or the conditions or obligations set forth in any other agreement with the District, the District may issue a written notice to resolve the violation and correct the problem or practice at issue. If, in the sole discretion of the District, an emergency exists, the District may take immediate action as provided in these Rules and Regulations and shall provide written notice as soon thereafter as possible. In the event of late payment or non-payment of any rates, tolls, charges, fines, fees, and/or assessments, the District is not required to send any notification beyond the billing statement, unless otherwise required by law. Should the violation still exist after the time limit on the notice has elapsed, the District may deny access to District Facilities, or assess charges, fines, and/or penalties as provided in these Rules and Regulations.

6.2.2 Penalties for Violations.

6.2.2.1 Penalty. Any Person in violation of these Rules and Regulations or the conditions or obligations set forth in any other agreement with the District may be assessed penalties in an amount to be determined by the Board or as set forth in the Schedule of Fees and Charges. Each violation is subject to a penalty and each day of a violation shall be considered a separate violation. Penalties may be added to the Owner's, Resident's or User's next bill.

6.2.2.2 Late Fee. Any time an Owner, Resident, or User is fifteen (15) days late in payment of any rates, tolls, charges, fines, fees, and/or assessments due to the District, the District shall have the right to assess a penalty on the unpaid balance in the amount shown on the Schedule of Fees and Charges.

6.2.2.3 Interest. Unpaid rates, tolls, charges, fines, fees, assessments, and/or penalties may be assessed interest as permitted by law.

HEATHER GARDENS METROPOLITAN DISTRICT

6.2.2.4 Perpetual Lien/Foreclosure. In accordance with 32-1-1001(1)(j)(I), Colorado Revised Statutes, as may be amended from time to time, until paid all rates, tolls, charges, fines, fees, assessments, penalties, and costs (including legal, engineering, administrative, and accounting fees and costs) shall constitute a first and perpetual lien on or against the property served. Any such lien may be foreclosed in the manner provided by law.

6.2.2.5 Removal/Denial of Access. Violation of any of these Rules and Regulations may result in immediate removal from the District Facilities. Should an Owner, Resident, or User remain in violation of these Rules and Regulations or the conditions or obligations set forth in any agreement after the time limit stated on a violation notice issued pursuant to of these Rules and Regulations has elapsed, the District may deny access to District Facilities. In the event of a proposed denial of access to District Facilities, the Owner, Resident, or User shall be given not less than ten (10) days advance notice in writing of the denial of access. A notice denying access to District Facilities shall set forth the following:

- a. The reason for the denial of access and the date on which denial of access to District Facilities shall begin;
- b. That the Owner, Resident, or User has the right to contact the District and the manner in which the District may be contacted for the purpose of resolving the violation(s); and
- c. That there exists an opportunity for a hearing in accordance with these Rules and Regulations.

If the violations(s) are not resolved or a request for a hearing, accompanied by a deposit equal to the amount of any fees, rates, and/or charges specified in the notice (if any), is not received by the District within ten (10) days, the District may deny access to the District Facilities.

6.2.2.6 Civil Liability. Any Person who intentionally or negligently violates any provision of these Rules and Regulations or the conditions or obligations set forth in any agreement may be subject to civil liability to the District.

6.2.2.7 Criminal Liability. Any Person who violates these Rules and Regulations or the conditions or obligations set forth in any agreement and in doing so commits a misdemeanor or felony may be charged with a misdemeanor or felony, and upon conviction thereof, shall be subject to such penalties as provided by law.

HEATHER GARDENS METROPOLITAN DISTRICT

6.2.2.8 Other Remedies Provided at Law. In addition to the other rights and remedies set forth in these Rules and Regulations, the District may exercise any other rights or remedies it may be entitled to under law or in equity to enforce these Rules and Regulations or the conditions or obligations set forth in any agreement.

6.2.2.9 Reimbursement of District Costs. Any Person that violates any of the provisions of these Rules and Regulations or the conditions or obligations set forth in any agreement shall become liable to the District for any expense, loss, or damage occasioned by reason of such violation, including, but not limited to, administrative, attorneys', engineering, collection, court, and accounting fees and costs. Residents may be responsible for damage incurred by their family members and their guests.

6.3 HEARING AND APPEAL PROCEDURES.

6.3.1 General. If an Owner, Resident, or User wishes to dispute any rates, tolls, charges, fines, fees, assessments, and/or penalties imposed by or determination made by the District, the Owner, Resident, or User may appeal such rates, tolls, charges, fines, fees, assessments, and/or penalties or determination by following the procedure set forth below (an Owner, Resident, or User filing an appeal is referred to in the remainder of this Section as the "Appellant"). Notwithstanding the filing of an appeal, the Appellant is required to pay any rates, tolls, charges, fines, fees, assessments, and/or penalties assessed by the District, and such rates, tolls, charges, fines, fees, assessments, and/or penalties shall be held by the District until such time as the appeal is final. The hearing and appeal procedures established below shall apply to all disputes concerning the interpretation, application, or enforcement of the rates, tolls, charges, fines, fees, assessments, and/or penalties of the District and the application and enforcement of these Rules and Regulations, as they now exist or may hereafter be amended. In the event a proper and timely request for an appeal is not made as provided herein, the right to an appeal shall be deemed forever waived.

6.3.2 Appeal to District's Agent. The Appellant must first file a written request with the District's Agent within ten (10) days of being notified of a proposed denial of access to District Facilities or other determination of the District or of the due date specified for a rate, toll, charge, fine, fee, assessment, and/or penalty of the District. Within thirty (30) days of receiving the request from the Appellant and after a full and complete review of the record, the District's Agent shall issue a written determination regarding the application or enforcement of the rates, tolls, charges, fines, fees, assessments, and/or

HEATHER GARDENS METROPOLITAN DISTRICT

penalties of the Districts and/or application and enforcement of these Rules and Regulations, as may be applicable.

6.3.3 Hearing Before Board of Directors. If the Appellant wishes to appeal the written determination of the District's Agent under Section 6.3.2 of these Rules and Regulations, the Appellant must file a written request with the Board for a hearing within ten (10) days of the date the written determination of the District's Agent under Section 6.3.2 of these Rules and Regulations was mailed. The request for a hearing shall set forth with specificity the facts upon which the Appellant is relying and shall contain a brief statement of the Appellant's reasons for the complaint. The Board shall hold a formal hearing on the appeal at the next regularly scheduled meeting that is held no earlier than ten (10) days after the filing of the Appellant's request for a hearing.

6.3.3.1 Notice. A notice shall be served on the Appellant, specifying the time and place of the hearing to be held by the Board regarding the appeal and directing the Appellant to present evidence of why the determination regarding the application or enforcement of the rates, tolls, charges, fines, fees, assessments, and/or penalties of the District and/or application and enforcement of these Rules and Regulations, as may be applicable, is not correct. The notice of the hearing shall be served personally or by certified mail return receipt requested or by any mail delivery service that is the equivalent to or superior to certified mail return receipt requested, at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation. When an Appellant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the Appellant shall also be served upon the attorney.

6.3.3.2 Conduct of Hearing. At the hearing, the District's Agent and the Appellant shall be entitled to present all evidence that is relevant and material to the dispute, and to examine and cross-examine witnesses. The Board may establish rules and procedures governing the hearing. A record of the hearing shall be maintained.

6.3.3.3 Written Determination. Based on the record established, the Board shall issue a written decision concerning the disposition of the dispute presented to it and shall cause notice of the decision to be hand delivered or sent by certified mail to the Appellant within fifteen (15) days after the hearing.

HEATHER GARDENS METROPOLITAN DISTRICT

6.3.3.4 Board of Directors Determination Final. The decision issued by the Board shall be final and binding upon the District and the Appellant and shall constitute the final administrative action of the District. Any party to the hearing aggrieved or adversely affected by an order of the Board may appeal such order to the District Court in and for the County of Arapahoe, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

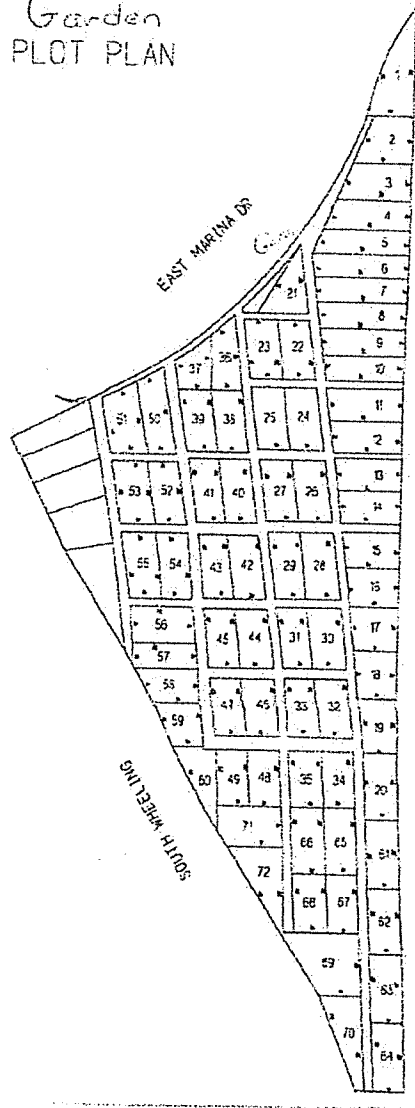
6.4 EMERGENCIES. If an emergency is deemed to exist, the District may take any reasonable actions to remediate the emergency until such time as the District has received adequate assurance that any and all violations of these Rules and Regulations will cease and will not occur in the future. The District will, as soon as possible, provide written notice as described in Section 6.2.1 of these Rules and Regulations.

HEATHER GARDENS METROPOLITAN DISTRICT

ATTACHMENT 1

Schematic of Garden Plots

Garden
PLOT PLAN

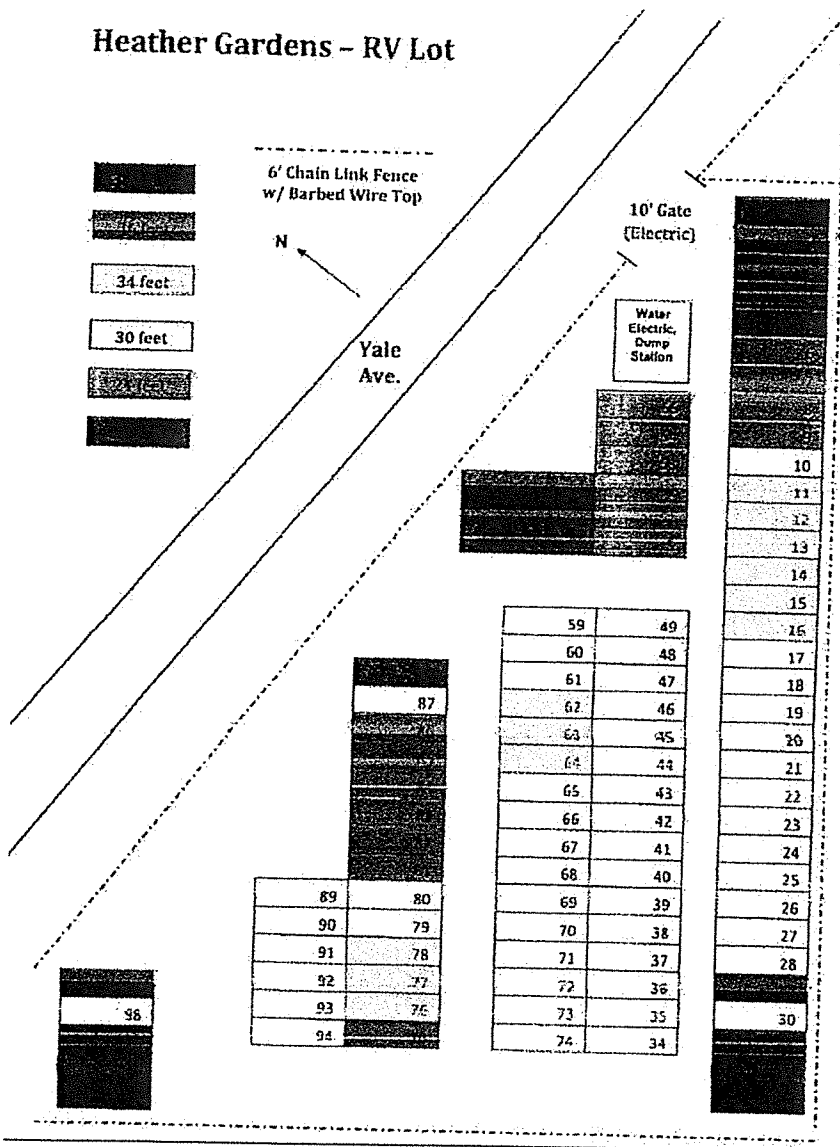


HEATHER GARDENS METROPOLITAN DISTRICT

ATTACHMENT 2

Schematic of RV Lot

Heather Gardens - RV Lot



Formatted: Left



Heather Gardens Metropolitan District

HEATHER GARDENS METROPOLITAN DISTRICT

SCHEDULE OF FEES AND CHARGES

February 12, 2019 DRAFT

Section 1. Authority. The following is the schedule of the District's fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District pursuant to Section 32-1-1001(1)(j)(I), Colorado Revised Statutes, as the same may be amended from time to time

Section 2. Penalties for Non-Compliance with District's Rules and Regulations. Non-compliance with the Rules and Regulations may result in the following penalties:

- A. Verbal warning
- B. Written warning
- C. A fine of \$10.00
- D. A fine of \$50.00
- E. Possible loss of privileges if so, determined by the Board, in its sole discretion.

If the severity of a particular event of non-compliance so merits the Board may determine to immediately suspend privileges to use of one or more the District's Facilities and/or take any other action allowed by law.

Section 3. Scope. Article VI of the District's Rules and Regulations regarding Enforcement, Violations, and Penalties is applicable to non-compliance with the District's Rules and Regulations and the provisions hereof are supplemental thereto.

GOLF COURSE

Commented [J11]: BILL COMMENT – Pages 3 and 4 should be removed from this section and placed with the Golf Course PM

Date Adopted: _____, 2019

Section 1. Definitions of Rates and Fees.

- A. Golf Discount Card. Cards are issued for 40 plays and expire one year after the date of issuance. The card is transferable only to the spouse of the Resident. Refunds are available only on death or disability of the resident. Refunds will be based on the cash value of the unused plays and at the rate in force at the time of purchase.
- B. Golf Play. The measurement by which fees are charged for golfing 9 consecutive holes in compliance with the rules and regulations established by the District. Refunds or credit will not be given for playing less than 9 holes except when rain check policy applies.
- C. Guest Play. A player who is accompanied by a Resident player. Up to three (3) guest players may be allowed per Resident per day. Exceptions may be made by the Golf Professional or his designee.
- D. Junior Play. A player between the ages of 8 and 17 must be accompanied by an adult Player. The Golf Professional has the discretion to waive this rule.
- E. League Play. Players recognized as league members during scheduled League Play.
- F. Non-Resident. A player who does not reside in the District.
- G. Non-Resident 18 Hole Play. Allows a non-resident player two consecutive 9-hole Plays. The first 9 holes will be charged at the Non-Resident rate; the second 9 holes will be charged at the Guest Rate.
- H. Non-Resident Senior. A player who is at least 65 years of age and who does not reside in the District.
- I. Resident. A player who resides in the District. All District employees may play at Resident rates
- J. Super Senior Resident. A player who is at least 85 years of age and a Resident.

Section 2. Golf Rates and Fees. The following rates are per 9-hole round of golf unless otherwise indicated.

A. <u>Resident Rate.</u>	\$9.00
B. <u>Super Senior Rate.</u>	\$8.00
C. <u>40-play Resident Rate.</u>	\$324.00 per 40 9-hole rounds
D. <u>Guest of Resident Rate.</u>	\$12.00 <i>(must be accompanying a resident for rate to apply)</i>
E. <u>Non-Resident Rate.</u>	\$15.00
F. <u>Non-Resident Senior Rate.</u>	\$12.00
G. <u>Non-Resident Junior Rate.</u>	\$8.00
H. <u>Non-Resident 18-Hole Play Rate.</u>	\$27.00
I. <u>League Rate.</u>	\$12.00
J. <u>Golf Cart Rental.</u>	\$7.50 per rider
K. <u>Pull Cart Rental.</u>	\$4.00
L. <u>Golf Club Rental.</u>	\$7.00
M. <u>Weekday Special.</u>	\$18.00 for 2 players <i>(Monday – Friday, 12:00 p.m. – 3:00 p.m.)</i>
N. <u>Twilight Rate.</u>	\$10.00 <i>(walking only, 6:00 p.m. – 7:30 p.m., must call for advance tee time)</i>
O. <u>PGA Instructions.</u>	\$45.00 each 3 sessions for \$115.00

CLUBHOUSE/RESTAURANT

Commented [J12]: BILL COMMENT – Pages 5, 6, and 7 should be removed from this section and placed with the Clubhouse/Restaurant PM

Date Adopted: _____, 2019

HEATHER GARDENS CLUBHOUSE ROOM RENTAL FEES

Room	RENTAL FEE (4 HOURS)	PER ADDITIONAL	REQUIRED DAMAGE DEPOSIT
Full Sandberg Auditorium			
Resident	\$200.00	\$50.00	\$200.00
Non-Resident User	\$600	\$150	\$200.00
Half Sandberg Auditorium			
Resident	\$100.00	\$25.00	\$100.00
Non-Resident User	\$400.00	\$100.00	\$100.00
Aspen Room			
Resident	\$60.00	\$15.00	\$100.00
Non-Resident User	\$200.00	\$50.00	\$100.00
Blue Spruce Room			
Resident	\$60.00	\$15.00	\$100.00
Non-Resident User	\$200.00	\$50.00	\$100.00
Picnic Pavilion			
Resident (Full Pavilion)	\$50.00	\$10.00	\$100.00
Non-Resident User	\$100.00	\$50.00	\$100.00
Grill Rentals	\$10.00 each		
Mountainview Room			
Resident	\$35.00	\$10.00	\$100.00
Non-Resident User	\$100.00	\$25.00	\$100.00
Skyview Room			
Resident	\$35.00	\$10.00	\$100.00

Non-Resident User	\$100.00	\$25.00	\$100.00
Full Restaurant			
	\$600.00	\$150.00	\$200.00
Banquet Room			
	\$400.00	\$100.00	\$100.00

Commented [J13]: No differentiation for resident vs. non-resident?

Commented [J14]: No differentiation for resident vs. non-resident?

**HEATHER GARDENS CLUBHOUSE
CLASS FEE PER SESSION**

CLASS	FEE PER SESSION	DROP IN FEE PER CLASS
Aqua Classes	\$100.00	\$8.00
Autobiography	\$75.00	N/A
Ballroom Dancing	\$60/per person \$20/per person w/resident	N/A
Billiards	N/A	\$8.00
Ceramics	\$150 includes firing fee	N/A
Computer Class	\$75.00	N/A
Cooking	\$60.00	N/A
Fitness Center – Daily Use	N/A	\$15.00
Jazzercise	\$125.00	\$4.00
Knitting/Crocheting/Quilting	\$60.00	N/A
Line Dancing/Tap Dancing	\$75.00	\$7.50
Painting	\$100.00	N/A
Pickleball – Hourly Use	N/A	\$16.00
Saturday Night Dance	N/A	\$8.00
Spanish	\$75.00	N/A
Stained/Creative Glass	\$150 includes firing fee	N/A
Swimming Pool – Indoor – Daily Use	N/A	\$8.00
Swimming Pool – Outdoor daily	N/A	\$8.00
Tai Chi, Pilates, Yoga, Zumba	\$75.00	\$8.00
Tennis Courts – Hourly Use	\$16.00	N/A
Tennis Ball Machine (must pay court fee)	\$8.00	N/A
Weight Strengthening	\$125.00	\$8.00

Commented [J15]: No differentiation for resident vs. non-resident?

Woodcarving	\$100.00	N/A
Woodshop – Daily Use	N/A	\$8.00

R.V. LOT/GARDEN PLOT

Date Adopted: _____, 2019.

HEATHER GARDENS GARDEN PLOT FEES

Room	Fee
Annual Lease <i>(includes 1 Garden plot and 1 key)</i>	
Resident	\$35.00
Non-Resident User	\$150.00
Additional Key	
Resident	\$5.00
Non-Resident User	\$5.00

HEATHER GARDENS RV LOT SPACE RENTAL FEES

Room	Fee
Under 24 feet	
Resident	\$90.00/quarter
Non-Resident User	\$300.00/quarter
25 feet to 34 feet	
Resident	\$100.00/quarter
Non-Resident User	\$330.00/quarter
Over 35 feet	
Resident	\$110.00/quarter
Non-Resident User	\$340.00/quarter
Late Payment Fee	

Commented [J16]: Is this supposed to be 24 and under?

Resident	\$35.00
Non-Resident User	\$35.00



Heather Gardens Metropolitan District

PROCEDURE MEMORANDA

FOR THE

HEATHER GARDENS METROPOLITAN DISTRICT

STANDING COMMITTEES

February 12, 2019 DRAFT

Commented [J11]: BILL COMMENTS:

Overall comment. There needs to be a separate section for each of the standing committees rather than having one section for all. The Golf course portion of the rules and regulations section should be removed from that section and put in the separate section for the Golf Course PM. Same applies to schedule of fees and charges. The Clubhouse/Restaurant should be treated in the same manner.

Second general comment. Given that the District has Standing Committees should the PM as presented in this section with the changes noted in the overall comment, above, be reviewed by each standing committee prior to the Board voting to put them into effect?

Third general comment. I note that, at least on the copy I received, several lines are not readable. It is difficult, at best, to be able to comment on this section.

FOUNDATION COMMITTEE

Date Adopted:	, 2019
Document Type:	Procedure Memoranda, F-1
Attachment (s):	

This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum and Functions and Policy Manuals for the Foundation Committee, as well as all previous resolutions, actions and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

ARTICLE I – BACKGROUND & PURPOSE

The Foundation Committee is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District).

The purpose of the Foundation Committee is to serve in an advisory role and solicit, review and approve all donations to the District, maintain a record book and publicize the activities of The Heather Gardens Foundation (Foundation).

The Foundation Committee recognizes that the Foundation is ~~is~~ originally formed as a _____ non-profit corporation formed in _____ under the laws of the State of Colorado, pursuant to a _____ Articles of Incorporation dated June 1991 and recognized by a Certification of Incorporation issued by the Colorado Secretary of State dated June 27, 1991 and currently continues in existence as a the Foundation Committee and funds donated thereto as presented as a restricted account consistent with the Foundation donors' instructions.

All capitalized terms not herein defined shall be defined as presented in the District's Bylaws or Rules and Regulations.

ARTICLE II - COMPOSITION

The Foundation Committee shall be composed of the chairperson (Board member appointed to the Foundation Committee by the President of the Board), the District's Agent (without vote), and a minimum of (4) four and a maximum of (7) seven eligible electors of the District.

ARTICLE III – PROCEDURES

Section 1. Committee Chairperson. The chairperson chairs all meetings of the Foundation Committee and appoints all Foundation Committee members from eligible electors of the District that have applied therefor. The chairperson also counsels with residents and interested parties regarding the donations and proposed projects, publicizes activities of the Foundation (including in the Heather 'n Yon), and verifies that monthly donations match the financial report prepared by the Controller. The chairperson reports to the Board.

Section 2. Committee Duties and Responsibilities.

- A. Evaluates donations to the Foundation and accepts only those determined to be suitable and appropriately intended for the benefit of the District.
- B. Accepts and evaluates proposed projects received from individual committee members, the District, and/or members of the public. Evaluation consists of determining if funding is available and if the project will be for the benefit of the District. Assures that the project meets the décor of the District Facilities.
- C. Submit all Foundation Committee approved projects to the Board for their consideration. Upon District approval the Foundation Committee will determine the process and/or procedure for completion of projects.
- D. Oversee use of and requests for changes to the kiosk located in the _____ Clubhouse lobby (Kiosk) as provided herein.
- E. Annually review rules and regulations applicable to the Foundation and recommend changes thereto, as needed, to the Board.

ARTICLE IV – POLICIES

Section 1. Non-Discrimination Policy. The District will not exclude anyone from making donations to the Foundation based on national origin, race, color, physical handicap, or sexual orientation.

Section 2. Donation/Project Policy. Donations to the District are accepted by the Foundation if they are suitable and appropriately intended for the benefit of all members of the District.

- A. Persons wishing to make a donation are asked to complete a donation form created by the Foundation Committee and available in the Management Office and Clubhouse lobby. These donations may be tax deductible.

-
- B. Donations should be delivered to the Heather Gardens Management Office for deposit into the Foundation Account. The Controller will post said donations into the designated category (Clubhouse, Golf, Roads & Grounds, Unspecified funds, etc.). The donations form is sent to the designated staff person within the Management Office chairperson, who in turn sends the letter of acknowledgement to the donor, the honoree, or the family of donations sent in memory. The chairperson receives a copy of the acknowledgements and verifies the amount against the monthly financials provided by the Controller.
 - C. For unspecified donations, the Foundation Committee has the prerogative of using the donation on the most current project or may reserve it for a future project.
 - D. Donations to the Foundation shall not be used for routine maintenance of District Facilities or Heather Gardens Association property.
 - E. Donations designated for use in a specific area of the District shall be utilized only in the specified area. Donations that come in for a specific project shall be utilized for that project until it is totally funded. Excess donations that come in for a project will be moved to the unspecified funds to be used on future projects.
 - F. All projects considered must be for use on District properties and available to all residents. Clubs and organizations requesting Foundation funds must be open to all residents and shall not have restricted criteria to become a part of the Club or organization. Project requests for supplies that will be depleted and would be considered as an individual student or club expense will not be considered.

Section 3. Kiosk. The primary functions of the Kiosk are to track Foundation donations, give residents provide easy access to review their donations, allow family members and resident's access to names of individuals who donated in their loved one's name. The Kiosk also functions to disseminate useful information regarding community activities, classes, trips and special events, provide access to restaurant and golf shop information and showcases what the District has to offer as a community. The Kiosk was purchased with donated funds and shall be utilized as follows:

- A. Donations to the Foundation are to be input into the Kiosk by the Heather Gardens Management Office on a monthly basis.
- B. All requests for changes or additions to the Kiosk shall be submitted to the Foundation Committee for review. If change requests fall outside of the

Foundation Procedure Memorandum (PM) F-1 guidelines the request shall be sent to the Board for consideration.

- C. Requests that require outside technical support shall may be funded by the requesting party District.

Commented [J12]: This was previously limited to The Restaurant and Golf Shop – is there a reason to limit it?

GOLF COMMITTEE	
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Date Adopted:	, 2019
Document Type:	Procedure Memoranda, G-1
Attachment (s):	The Schedule of Fees and Charges

This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum and Functions and Policy Manuals for the Golf Committee, as well as all previous resolutions, actions and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

ARTICLE I – BACKGROUND & PURPOSE

The Golf Committee is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District).

The purpose of the Golf Committee is to serve in an advisory role and make policy, operational, and financial recommendations to the Board related to the Heather Gardens Golf Course (Golf Course) to ensure that the Golf Course is cost-effective, safe, well maintained and attractive.

The Golf Committee recognizes that the District and the Heather Gardens Association (HGA) entered into a Management Agreement dated August 23, 2018, as many be amended from time to time (Management Agreement), which authorizes HGA to operate and provide daily management of the Golf Course.

All capitalized terms not herein defined shall be defined as presented in the District's Bylaws or Rules and Regulations.

ARTICLE II - COMPOSITION

The Golf Committee shall be composed of the chairperson (Board member appointed to the Golf Committee by the President of the Board), the Golf Course Superintendent (without vote), the Golf Professional (without vote), the Presidents of the Heather Gardens Ladies Golf Club and Men's Golf Club, or their representatives selected for one year, both of who must be eligible electors of the District, and a minimum of (2) two and maximum of (5) five eligible electors of the District, which is in addition to the representatives of the Heather Gardens Ladies Golf Club and Men's Golf Club.

ARTICLE III – PROCEDURES

Section 1. Committee Chairperson. The chairperson chairs all meetings of the Golf Committee and appoints all Golf Committee members from eligible electors of the District that have applied therefor. The chairperson also counsels with residents, the Golf Professional and the Golf Course Superintendent, the Golf Committee and interested parties regarding the Golf Course. The chairperson reports to the Board.

Section 2. Committee Duties and Responsibilities.

- A. Reviews the Golf Course policies at least once a year and makes recommendations for any policy changes to the Board.
- B. Reviews the ~~General Manager's~~ District Agent's proposed annual budget for the Golf Course and makes recommendations to the Board prior to its inclusion in the annual budget.
- ~~C. Reviews and makes recommendations to the Board for operating expenditure requests that exceed the General Manager's approval authority and/or exceed the budgeted amount.~~
- C. Annually review fees charged for use of the Golf Course and recommend changes thereto, as needed, to the Board.
- D. Annually review rules and regulations applicable to the Golf Course and recommend changes thereto, as needed, to the Board.

ARTICLE IV – POLICIES

Section 1. Non-Discrimination Policy. The District will not exclude anyone from participating in the enjoyment and/or use of the Golf Course based on national origin, race, color, physical handicap, or sexual orientation. All reasonable efforts will be made to accommodate the physically handicapped. If requested, a handicap flag will be provided to cart lessee. Drivers will be expected to use good judgment and common sense by staying as far a distance from greens and tees as their handicap permits.

Section 2. Open to the Public. The District endeavors to provide safe, well maintained, attractive facilities and programs designed to meet the needs of an active senior community. All are encouraged to make use and enjoy District Facilities. The Golf Course is open to all residents of the District as well as the general public for fees as set forth in the Schedule of Fees and Charges attached hereto.

Section 3. Closure of Facilities. The District reserves the right, in its sole discretion, from time to time to close the Golf Course to the public and restrict access to the invitees of a large event. The District will endeavor to limit such closures to events that

financially benefit the District and to times when the majority of the clientele will not be inconvenienced.

PROPERTY POLICY COMMITTEE

Date Adopted:	2019
Document Type:	Procedure Memoranda, PP-1
Attachment (s):	Fee Schedule

This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum and Functions and Policy Manuals for the Property Policy Committee, as well as all previous resolutions, actions and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

ARTICLE I – BACKGROUND & PURPOSE

The Property Policy Committee is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District).

The purpose of the Property Policy Committee is to serve in an advisory role and make recommendations to the Board regarding policies and operations related to District owned property including, but not limited to, the Garden Plots, RV Lot, Linvale Place, and Maintenance Building location, but excluding District owned property that falls within the purview of another committee of the District, including, but not limited to, the Restaurant, Clubhouse, and Golf Course (District Properties).

The Property Policy Committee recognizes that the District and the Heather Gardens Association (HGA) entered into a Management Agreement dated August 23, 2018, as many be amended from time to time (Management Agreement), which authorizes HGA to operate and provide daily management of the District Properties.

All capitalized terms not herein defined shall be defined as presented in the District's Bylaws or Rules and Regulations.

ARTICLE II - COMPOSITION

The Property Policy Committee shall be composed of the chairperson (Board member appointed to the Property Policy Committee by the President of the Board), the District's Agent (without vote), and a minimum of (4) four and a maximum of (7) seven eligible electors of the District.

ARTICLE III – PROCEDURES

Section 1. Committee Chairperson. The chairperson chairs all meetings of the Property Policy Committee and appoints all Property Policy Committee members from

eligible electors of the District that have applied therefor. The chairperson also counsels with residents and interested parties regarding the District Properties. The chairperson reports to the Board.

Section 2. Committee Duties and Responsibilities.

- A.** Accepts and evaluates requests received from individual committee members, the District, and/or members of the public related to District Properties. Evaluation consists of determining if funding is available and if the requests will be for the benefit of the District.
- A.B.** Reviews the District Agent's proposed annual budget for the District Properties and makes recommendations to the Board prior to its inclusion in the annual budget.
- C.** Submit all Property Policy Committee approved requests to the Board for their consideration.
- D.** Annually review rules and regulations applicable to the District Properties and recommend changes thereto, as needed, to the Board.

ARTICLE IV – POLICIES

Section 1. Non-Discrimination Policy. The District will not exclude anyone from participating in the enjoyment and/or use of the District Properties based on national origin, race, color, physical handicap, or sexual orientation.

Section 2. Open to the Public. The District endeavors to provide safe, well maintained, attractive facilities and programs designed to meet the needs of an active senior community. All are encouraged to make use and enjoy the facilities of the District. The District Properties are open to all residents of the District as well as the general public except as otherwise provided.

CLUBHOUSE/RESTAURANT COMMITTEE

Date Adopted:	, 2019
Document Type:	Procedure Memoranda, C/R-1
Attachment (s):	The Schedule of Fees and Charges Room Rental Contract/Terms Restaurant Rental Contract/Terms

This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum and Functions and Policy Manuals for the Clubhouse/Restaurant Committee, as well as all previous resolutions, actions and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

ARTICLE I – BACKGROUND & PURPOSE

The Clubhouse/Restaurant Committee is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District).

The purpose of the Clubhouse/Restaurant Committee is to serve in an advisory role and make policy, operational, and financial recommendations to the Board related to the Heather Gardens Clubhouse (Clubhouse) and the Rendezvous Restaurant at Heather Gardens (Restaurant).

The Clubhouse/Restaurant Committee recognizes that the District and the Heather Gardens Association (HGA) entered into a Management Agreement dated August 23, 2018, as many be amended from time to time (Management Agreement), which authorizes HGA to operate and provide daily management of the Clubhouse and the Restaurant.

All capitalized terms not herein defined shall be defined as presented in the District's Bylaws or Rules and Regulations.

ARTICLE II - COMPOSITION

The Clubhouse/Restaurant Committee shall be composed of the chairperson (Board member appointed to the Clubhouse/Restaurant Committee by the President of the Board), the District's Agent (without vote), the Clubhouse Manager (without vote), the Restaurant Manager (without vote), and a minimum of (4) four and a maximum of (7) seven eligible electors of the District.

ARTICLE III – PROCEDURES

Section 1. Committee Chairperson. The chairperson chairs all meetings of the Clubhouse/Restaurant Committee and appoints all Clubhouse/Restaurant Committee members from eligible electors of the District that have applied therefor. The chairperson also counsels with Residents, the Clubhouse Manager, the Restaurant Manager, the Clubhouse/Restaurant Committee and interested parties regarding the Clubhouse and the Restaurant. The chairperson reports to the Boards.

Section 2. Committee Duties and Responsibilities.

- A. Reviews, monthly, the financial statements of the Clubhouse and the Restaurant. Makes suggestions/recommendations regarding the financial position and operations of the Clubhouse and/or the Restaurant.
- B. Reviews the annual operating and capital requirements budget submitted by the District's Agent Manager. Makes appropriate modifications and recommends the budget to the Board.
- C. Reviews, annually/Annually review, Clubhouse Room Rental Rates and makes recommendations regarding rates to the Board.
- D. Reviews, annually/Annually review fees charged for classes held in the Clubhouse and makes recommendations regarding fees to the Board.
- E. Reviews, annually/Annually review, fees charged for guest and non-resident for use of Clubhouse and/or Restaurant.
- F. Annually review rules and regulations applicable to the Clubhouse and/or Restaurant and recommend changes thereto, as needed, to the Board.
- E.G. Reviews and approves requests to set up tables in the Clubhouse.
- F.H. Donations.
 - 1. Reviews large non-cash donations, including, but not limited to, machinery, electronic equipment and large appliances and determines if they are suitable and appropriately intended for the benefit of the District and its residents and makes recommendations to the Board regarding acceptance of donations.
 - 2. Persons wishing to make a donation requiring Clubhouse/Restaurant Committee recommendation for approval

Commented [J13]: Or is this a recommendation to the Board?
Craig indicates the requests go through custodial staff. I think we should have a brief discussion of this procedure.

are asked to complete a donation form available at
Clubhouse reception desk.

3. Items not requiring Clubhouse/Restaurant Committee review may be accepted or rejected at the discretion of the District's Agent or appropriate department manager.
4. The Clubhouse/Restaurant Committee, the District, or the District's Agent may require an inspection and approval by the HGA Maintenance Department, or another qualified professional, prior to accepting the donation.
5. The District will not accept donations with any restrictions or conditions.
6. All items donated become the property of the District.
7. The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.
8. The District reserves the right to refuse any item at any time during the donation process.
9. The District, and/or the District's Agent, in its sole discretion, has the prerogative of using the donated item on the most current project or may reserve it for future project.

Commented [J14]: Is there more detail somewhere about what requires and what does not require committee approval?

ARTICLE IV – POLICIES

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Section 2. Open to the Public. The District endeavors to provide safe, well maintained, attractive facilities and programs designed to meet the needs of an active senior community. All are encouraged to make use of District Facilities. The Clubhouse and the Restaurant are open to all residents of the District as well as the general public except as provided below.

Section 3. Closure of Facilities. The District reserves the right, in its sole discretion, from time to time to close the Clubhouse and/or Restaurant to the public and restrict access to the invitees of a large event. The District will endeavor to limit such closures to events that financially benefit the District and to times when the majority of the clientele will not be inconvenienced.

Commented [J15]: Per Craig - needs to be rewritten. All items should be brought to the committee for approval. The clubhouse manager wanted help on decision making, but also wanted some discretion. Doesn't work. #9, Agent is not involved in the decision-making. I do not know why a particular project is mentioned. I'm guessing the whole thing can be deleted.

Section 4. ~~Tables Usage in Clubhouse.~~ Requests to set up tables in the Clubhouse must meet the following requirements:

- A. ~~Requests must be only from eligible electors of the District representing a Heather Gardens recognized club or a 501-3c organization.~~
- ~~E.A.~~ Requests must be submitted to the Clubhouse Manager at least 30 days prior to the date desired.
- ~~C.B.~~ Table requests are on a first come/first served basis.
- ~~D.C.~~ Table location is at the sole discretion of the Clubhouse Manager. Generally, table locations will not be allowed in the entrance lobby area.
- ~~E.D.~~ Table usage is limited to one day per week.
- ~~F.E.~~ The individual using the table must not approach individuals in the Clubhouse in an unsolicited manner.
- ~~G.F.~~ The individual using the table must provide materials for display, including easels and/or other visual equipment. All materials must be disposed of by the individual using the table when the table is taken down.

Commented [J16]: Should there be a similar section for reservation of the Restaurant or is that handled by the Restaurant Manager?