

HERITAGE PLACE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

GENERAL RULES AND ARCHITECTURAL CONTROL GUIDELINES

Revised August 2017

The Homeowners Association Board (Board) has the authority to adopt rules related to the Common Areas, per the Declaration and the By-Laws, regulating the behavior of Owners and their Guests thereon. Further, the Colorado Common Interest Ownership Act (CCIOA) provides that the Board can adopt rules and regulations which clarify and/or define any of the provisions in the Declaration. Thus, the jurisdictional authority of the Board derives from the founding documents of our community, those being the Declaration of Covenants, Conditions and Restrictions, the By-Laws and the Articles of Incorporation, as well as the Colorado Common Interest Ownership Act.

1.0 DEFINITIONS

Architectural Control (ARC) Guidelines: Rules relating to the placement, construction and modification of improvements to Owners property within our community and the procedures for approval of said improvements.

Assessment: Any charge against an Owner creating a debt from that Owner to the Association as provided for in any one or more of the governing documents.

Board Policies: All written policies and procedures adopted, amended, revised and if permitted by the Act, eliminated by the Board from time to time. The Good Governance Policies are specific policies mandated by the Act.

By-Laws: The By-Laws of the Association as amended from time to time.

Common Area: All real property and other property owned by the Association for the common use and enjoyment of the Owners. The Common Area is more specifically defined in the Declaration.

Community: The planned community of Heritage Place, located in Arapahoe County, Colorado.

Declaration or Covenants: The Declaration of Covenants, Conditions and Restrictions of Heritage Place recorded on October 15, 1971 at Reception No. 1254141, Book 1965 at page 454 in the real property records of Arapahoe County, Colorado, as amended from time to time.

Good Governance Policies: Collective reference to the specific documents required by the Act, the "Policies and Procedures of Heritage Place Homeowners Association", as amended from time to time. These are specific Board Policies and include:

- (a) Policies for the Collection of Unpaid Assessments.
- (b) Policy Regarding Conflicts of Interest with a Director.
- (c) Policies and Procedures for Meetings (Member and Board of Director Meetings).
- (d) Policies and Procedures for the Maintenance of Records and Inspections and Copying of Association Records by Unit Owner.
- (e) Policies and Procedures for the Enforcement of Covenants and Rules.

- (f) Investment of Reserve Fund Policies.
- (g) Procedures for Adoption of Amendments to Policies, Procedures and Rules and Regulations.
- (h) Dispute Resolution Policy.
- (i) Reserve Study Policy.

Governing Documents: Collective reference to the Declaration, the Articles of Incorporation of the Association, the By-Laws, these Rules and all policies and procedures adopted by the Board from time to time, including, but not limited to, the Good Governance Policies adopted pursuant to the Act, as each may be amended from time to time.

Improvements: Reference to any one of more of the following placed upon, within or constructed within a Lot: all structures and appurtenances thereto of every type and kind, including but not limited to the Residence and any structures constructed or placed upon a Lot, driveways, fences, gates, screening walls, retaining walls, stairs, decks, patios, landscaping, drainage, trash enclosures, hedges, plantings, planted trees, shrubs, poles, signs, exterior air conditioning and evaporative (swamp) coolers, play equipment and structures and utility fixtures and equipment. "Exterior Surfaces" are a specific type of improvement and include the following: brick, paint, siding, stucco, trim, shutters, gutters and downspouts, garage doors, exterior doors, roofs, windows and doors, screens and driveways and devices discussed in rule 4.0 below. Dwellings within Lots are referred to as "Residence" and include attached garages, carports and breezeways.

Lot: A plot of land shown upon the recorded subdivision map(s), but not Common Area.

Owner: *The record owner of fee simple title to any Lot.* An Owner may be one or more individuals, or trust, association, corporation or other legal entity or any combination thereof who is named as Owner of one or more Lots. All Owners are members in the Association. A 'person' is an individual.

Fines: Those monetary charges levied by the Association in accordance with the Association's Policies and Procedures for Enforcement of Covenants and Rules.

Related User: Any person who (i) resides with an Owner within the Lot; (ii) is a guest or invitee of an Owner; (iii) is an occupant, tenant or contract purchaser of a Lot; (iv) any family member, guest, invitee or cohabitant of any such Person.

Violation: An act of noncompliance with any Covenant as determined in accordance with the Policies and Procedures for Enforcement.

2.0 GENERAL RULES

2.1 CLOSE GARAGE DOORS

All garage doors are to remain closed at all times other than when the Owner or Related User is present in the garage. The Declaration disallows 'unsightly objects' to remain on the premises. This rule is clarification of the Declaration and is in response to homeowners' concerns about the aesthetics of cluttered garages with doors routinely left open. A closed garage door screens any clutter from the view of neighboring Lots, and of more importance, lessens the incidence of crime in our Community.

2.2 GENERAL NUISANCE AND NOISE

No unlawful, obnoxious or offensive activity shall be conducted within or around any Lot, upon any Common Area; nor shall anything be done which may be or may become an annoyance or nuisance to Owners or Related Users within our Community or which shall in any way interfere with the quiet enjoyment of each such Owner and Related Users.

Excessive and continuing noise, such as barking dogs, playing loud musical instruments, loud automobile or motorcycle engines, sound amplification equipment, external speakers, bells, horn whistles and similar devices, excluding security alarm devices are not permitted within our Community.

In cases of conflict, the definition of what constitutes a violation of this section rests solely within the discretion of the Board.

2.3 HAZARDOUS WASTE / TOXIC MATERIALS DISPOSAL

The dumping or disposal of oil, grease or any other chemical, residual substances or any substances or particles considered toxic or hazardous by local, state or federal guidelines is not permitted on any Lot or in the Common Area of the Association or on any public street within our Community. All disposal of toxic or hazardous waste materials must conform to local, state and federal ordinances.

2.4 HOLIDAY DECORATIONS

The display of holiday decorations are restricted to six weeks before and four weeks after the holiday.

2.5 HOME EXTERIORS

The Declaration prohibits construction on any Lot other than a 'first class' residence and does not permit an 'unsightly object' to remain on any Lot. As such, in addition to the specific requirements in the Architectural Control Rules below, Exterior Surfaces within Lots must be well maintained and in good repair at all times. Any project involving Improvements (including without limitation, replacement of existing items or repainting of Exterior Surfaces) requires prior approval under the Architectural Control Rules below.

2.6 LANDSCAPING

The Declaration does not permit an 'unsightly object' to remain on any Lot. As such, Owners and Related Users shall keep all shrubs, trees, hedges, grass and planting of every kind neatly trimmed and in a healthy state. No weeds, leaves, dead bushes, dead trees or plants, including grass cuttings and branches may accumulate on any portion of the Lots, including front, side and back yards. No trash or unsightly objects may be placed in yards. Encroachment of any planting onto the Common Area, Association owned fences, walls and rock retaining walls is prohibited. Homeowners with plantings along an Association owned fence or wall must maintain one foot of clearance between the trunk of the tree and the wall or fence and eight feet of clearance between the ground and the tree's or bushes overhanging branches.

a) Grass. All areas with turf must be kept watered, edged and mowed. Excess grass clippings must be raked from the yard and sidewalks swept and kept free of grass and weeds. All areas of lawn grass, including front, side and rear yards must be maintained at a height not to exceed four inches.

b) Shrubs and Flowers. All shrubs and flowers must be pruned, and their beds edged to maintain the attractive appearance of the shrubs and flowerbeds. No shrub shall be permitted to grow higher than six feet. No walls, fences or hedges will be permitted on the street frontage within fifteen feet of the front Lot line. Plantings that obstruct street signs, sidewalks or the view of traffic are prohibited.

c) Trees. All trees planted on Lots will be the responsibility of the Owner. Pruning, edging and mulching of trees must be done on an as needed basis. Dead trees and/or branches must be removed for safety and aesthetic purposes. No tree, shrub or other planting material may overhang or encroach on any sidewalk, pedestrian or bike walkway from ground level to eight feet in height. No tires are permitted around any trees or shrubs. The Homeowner will be responsible for any damage caused by his or her trees, such as damage to utility lines, sidewalks, other Lots, curbs, gutters, fences, etc.

d) Weeds. Front, side and rear yards must be weeded on a regular basis.

e.) There must not be any landscape materials within 2 ft. of Association assets, which include, but are not limited to exterior walls and fences, retaining walls & lamp post.

2.7 LEASING

Owners may lease their residences, but should recognize that the Owner is responsible for the actions of all Related Users, specifically including his or her tenant(s) and will be held accountable by the Association for violations of the Declaration and Rules and Regulations and/or damage to the Common Area or any other Association owned property. As the Owners remain responsible for the actions of their tenants, it is suggested that copies of the Governing Documents be delivered to the tenant. The lease should provide that it is subject in all respects to the provisions of the Governing Documents and that any failure by the tenant to comply with the terms of the Governing Documents is a default under the terms of the lease.

2.8 PARKED VEHICLES

a) The ordinances of the City of Centennial prohibit the parking of an inoperable (includes expired registration, lack of insurance in addition to the operational status) vehicle on public streets or on private property in public view.

b) The term 'camper' or 'trailer' as used in the Declaration is considered to include mobile homes and RVs as well as such recreational items as boats and their equipment, snowmobiles, jet skis, all-terrain vehicles and other similar equipment as these are generally carried on a trailer. Parking of any of these campers or trailers on the street or the driveway within public view is allowed only for the purpose of loading and/or unloading. This loading and/or unloading will be considered a violation if it exceeds 48 hours, within one occurrence and not to exceed 10 days in one calendar month.

2.9 PETS, BIRDS AND ANIMALS

Dogs, cats or other household pets may be kept or maintained, provided that they are not kept, bred or maintained for commercial purposes and provided they do not create a nuisance or annoyance to surrounding Lots of our Community and are in compliance with applicable city and county ordinances and state law. Actions which may constitute a nuisance include, but are not limited to, barking, scratching, and acting in an aggressive manner or being offensive due to poor hygiene. Pets may not be chained or confined in any Common Area or to any Association owned fence or wall. No kennels for breeding are allowed within our Community.

Other pets (rodents, rabbits, birds, reptiles, fish etc.) may be kept within a Lot or residence as long as they do not constitute a nuisance to surrounding Lots.

No other animals, livestock or poultry of any kind shall be raised, bred, or kept on a lot.

After a written complaint, has been filed with the Board, the alleged violation will be dealt with in the same manner as other violations in accordance with the Policies and Procedures for Enforcement. In extreme cases, any animal found to be aggressive to humans or other animals will be reported to Animal Control.

Owners and their Related Users must have pets leashed and in control at all times while outside the home or fenced area of a Lot. Pet owners will be responsible for the cleanup and proper disposal of pet waste deposited in the Community and shall not permit such waste to be deposited upon the Lot of another Owner. Owners and Related Users who do not promptly remove the waste deposited by their animals will be reported to Arapahoe County Animal Control at 720-874-6750 and a fine will be levied against the owner of the animal and the Owner of the Lot for each occurrence in accordance with the Policies and Procedures for Enforcement. Pet owner, Related Users and the Owner of the Lot will be jointly and severally responsible for any and all costs incurred in the repair of damage to the Common Areas as well as the property of others within our Community caused by their pet(s).

2.10 SIDEWALKS

Obstruction of sidewalks in any manner is prohibited. Plantings, overgrowth, basketball hoops or other toys, motorized vehicles, tools, trash cans, etc. may not be placed on any portion of the sidewalks. The City of Centennial prohibits the placement of basketball hoops on streets.

All snow and ice shall be removed from sidewalks at the front of Lots within 24 hours of snowfall cessation for pedestrian safety.

2.11 SIGNS

The Declaration prohibits 'advertising signs' except for "For Rent" or "For Sale". Signs for the purpose of address identification may be placed within the Lot.

Signs may not be attached to or placed within Common Areas nor upon Association owned fences or walls except as indicated below. Signs which offer commercial or professional services (advertising) are prohibited within our Community. Signs of any kind are prohibited on mailboxes by the U.S. Postal Service.

a) Political Sign. This is a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official or the passage of a ballot issue. Political signs may only be placed within the Owner's Lot and under the following circumstances:

1. The placement may not be earlier than 45 days before and may not remain up beyond 7 days after the day of an election.
2. The maximum size of any sign shall be no larger than the dimensions for such signage adopted by the City of Centennial (36" X 48")
3. Only one political sign per political office or ballot issue that is contested in a pending election may be placed with the Lot.

b) Illuminated Sign. This is a sign requiring electricity or is fluorescent or made of reflective material. No exterior illuminated signs are permitted within our Community.

c) Non-Illuminated Sign. A sign not meeting the description of 2.11b above except for Political Signs described in 2.11a above and Real Estate Signs described in 2.11d below. Non-Illuminated signs no larger than 2 square feet may be displayed to the public view from any lot, providing it is not an advertising sign. Association signage (announcing meetings, etc.) will be displayed in Common Areas when needed and are the only signs that may be thereon displayed.

d) Real Estate Sign. A sign that is temporary in nature and advertises the Lot "For Sale" or "For Rent". A Real Estate Sign may be 5 square feet or less and must be removed within 3 days from the date of closure of any agreement of sale or rent.

e) Home Security Sign. Signs or decals which notify others that the Lot is subject to a security system may be placed no farther than 60 inches from the residence, one in front and one in back of the residence. Home Security Signs may not exceed 2 square feet and no more than two may be displayed on any one Lot.

2.12 STORAGE

Storage, including firewood, trash containers, lawn mowers or other personal property within the Community is permitted within Lots only. All such items must be screened by adequate planting or fencing so as to reasonably conceal them from view of neighboring Lots and streets at ground level. All rubbish, trash or garbage shall be stored in accordance with 2.13 below and shall be removed from Lots on a regular basis. No storage of any sort is allowed on driveways.

The placement or storage of upholstered, non-patio type furniture on any portion of Lots outside of the Residence, including front and back patios, is prohibited.

Nothing in this provision shall prevent the Board from designating a storage area within the Common Area as it deems necessary.

2.13 TRASH

Storage of any sort is prohibited on the driveways. Trash containers must be concealed from the view of the street and neighboring Lots.

Trash containers must have a locking lid and not exceed 90-gallon capacity. Heavy duty disposable plastic bags may also be used, provided they are tied shut securely.

Trash may be put out the night before pickup, no earlier than 6pm and must be put away the day of trash pickup not later than 8pm.

2.14 REMEDIES FOR VIOLATIONS:

Remedies for violations are covered in detail in the Policies and Procedures for Enforcement.

3.0 ARCHITECTURAL CONTROL GUIDELINES

3.1 GENERAL

The Declaration requires the approval of the Association for any building, fence or other structure, as well as for exterior additions, changes or alterations. Thus, every Owner and Related User is subject to the following Architectural Control (ARC) Guidelines in this regard. These are provided to explain in detail construction, repair, reconstruction, modifications, and improvements etc. within Lots. The Association and Board are in no way liable to any Owner or Related User of any other party for damage to any person submitting requests for approval or to any such person by reason of any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Board. In no case will the Association's approval of any ARC request be deemed approval of that request from the standpoint of safety, whether structural or otherwise, or conformance with applicable building codes or other governmental laws and regulations.

"Harmony of external design and location" is the guiding rule of architectural control in our Community, as provided in the Declaration. These guidelines are to clarify this rule insofar as possible to assist Owners as they undertake exterior improvements, repairs of significant damage or modifications.

3.2 APPLICATION PROCEDURES

Each Owner will submit a written proposal to the Association in care of the management company for exterior improvements, exterior repairs of significant damage, exterior modifications or other exterior improvements within the Lot visible from other Lots or the street using the Application for Architectural Review form approved by the Board, in hard copy, via email or via the Association's website (www.heritageplacehoa.com), along with the supporting documents and/or samples that will help in the review for the request. Estimated start and completion dates must be specified in the request. Please take care to provide a reasonable – but not excessive – timeframe for completion of the project. If the project is not completed by the given date, the Board may ask the Owner for reasons behind the delay. If the delay is justified (i.e., the discovery of necessary additional work, weather issues, or other related problems), a revised completion day may be appropriate, if not, the Board may set a new date and/or issue and record a Notice of Covenant Violation.

a) Oral requests and incomplete proposals will not be considered. The Board will notify the Owner with 15 days of the date the Owner submitted the proposal if the proposal is incomplete.

b) Each project must be specifically approved or disapproved in writing, regardless of whether the intended project conforms to the Declaration or whether a similar or substantially identical project was previously approved.

c) The Board will inform the Owner of its decision in writing, within 30 days of the date the Owner submitted his/her proposal.

d) After the homeowner, has received acknowledgement of the submitted request, should the Board fail to approve or disapprove the proposal within 30 days of receiving a complete proposal, approval will not be required, and any requirement of approval will be deemed to be fulfilled.

e) If a proposal is rejected, the reason(s) for disapproval shall be stated a part of the written decision.

f) The applicant may request reconsideration if new or additional information which might clarify the request or demonstrate its acceptability can be provided.

g) Copies of all applications will be filed with the Association records along with the written decisions and a statement of action, if any.

h) It is the Owner's responsibility to obtain all necessary city and county permits.

i) If the project does not conform to the application, the Owner will be required to modify the project to bring it into compliance or to remove it.

3.3 SPECIFIC GUIDELINES

All exterior changes require prior approval.

a) Additions. These are changes which add square footage or change the exterior surface area or exterior dimensions of a Residence (including but not limited to construction of garages, additional rooms, additional stories or dormers, balconies, major style innovations or which change the roofing material on any portion of the structure).

b) Awnings/Patio Covers. Except in the case of replacement with substantially similar awning or patio cover, these require prior application and approval. Also, see paragraph 3.5 below.

c) Decks/Gazebos. The proposed deck or gazebo must be compatible or in harmony with the architectural characteristics of the Residence and other Improvements within the Lot as well as other Residences and their Improvements in nearby Lots. Acceptable materials include cedar, redwood, pressure-treated lumber, stone, tile, brick and concrete. Unacceptable materials include but are not limited to plywood sheeting, corrugated plastic or metal, concrete blocks, rough poles, logs or slab wood. Size of the deck/gazebo will be considered on a case-by-case basis, depending on the size of the Lot and Residence.

d) Driveways. Any proposed modification of a Lot's driveway or walkway must be compatible or in harmony with the architectural characteristics of the Residence and other Improvements within the Lot and our Community. Many Owners have chosen to re-route driveways and garage door locations to allow for easier street access and/or replace concrete driveways with stamped concrete or other masonry products.

e) Dumpsters. Owners or Related User wishing to park a dumpster on any part of their Lot must apply for approval from the Board. Include in the request the time frame you will be requiring the dumpster, beginning and ending dates. Time frame approval is at the discretion of the Board and is decided on a case-by-case basis.

f) Exterior Surfaces. Modifications to Exterior Surfaces require prior approval of the Board. As with all modifications, they must be compatible or in harmony with the architectural characteristics of the Residence, other Residences within nearby Lots and our Community. Changes in windows, doors, fences (painting or staining) and roofing materials require prior approval.

Additionally:

Color. Owners wishing to paint the exterior of their Residences must request approval of those colors from the Board. When submitting an ARC proposal, submit a color and trim sample along with the request. Repainting a Residence with the same colors also requires an ARC request. The homeowner making the request, must verify There is not a similar color or color(s) within three doors in all directions of your home. If there is you must choose a different color for exterior painting.

Siding. Residences in our Community have a combination of wood and either brick, stone or stucco. All modifications to siding, or complete exteriors must have approval from the Board. NB: The painting of brick or stone requires Board approval.

g) Fencing. The Declaration states no fences or walls, except wood, stone or brick, not exceeding six feet in height, may be erected or maintained on any Lot. No fence or wall is permitted within 15 feet of the property line on the street frontage side of the Lot. When building picket fences or the like, the 'neighbor' side of the fence (the side without stringers, which is the smooth side) must face away from the Homeowner's property, towards the Common Area and/or Street. In a case where two neighbors jointly build a fence, the choice for the smooth side is on either lot, any portion of the fence that can be seen from the sidewalk, street or common area must have smooth side out. When neighbors are building a common fence, and after consultation of both neighbors, if only one is participating in the cost, then it is their sole decision on orientation of the fence, as long as it does not face the sidewalk, street or common area (as noted above).

h) Grills (Permanent). Built in outdoor kitchens are permitted so long as they are compatible, or in harmony with the architectural characteristics of the Residence, adjoining Residences and our Community. Requires a request and Board approval.

i.) Landscaping. Generally speaking, landscaping modifications for a plant or a bush or tree do not require Board approval. However, modifications requiring Board approval include, but are not limited to, changing grass to other landscaping materials, large scale architectural changes, i.e., Koi ponds, fountains and/or changes that affect the overall aesthetic appearance of the Lot. As with all modifications, a Lot's landscaping must be compatible, or in harmony with the architectural characteristics of the Residence, Residences within adjoining Lots and our Community. Approval is decided on a case-by-case basis and at the discretion of the Board.

j.) The Declaration speaks to boundary plantings specifically, and Owners must take care to ensure any landscaping modification complies with this rule. Except for single trunk trees, boundary plantings along Lot lines may not be higher than six feet at any point as measured from the interior adjacent ground surface. This applies to both new planting and maintained plantings.

Plantings shall not interfere with the use, accessibility or visual access to sidewalks, street signs, light posts, Association property and streets.

k) Per CCIOA, the Association may not prohibit the installation of an American flag or a flagpole. The Association is authorized to regulate the size and location of American flags and flagpoles, as such, Board approval will only address American flag size and location of the flagpole on the Lot, by means of an ARC request. It is expected that the American flag will be displayed in a manner consistent with the federal flag code (P.L. 94-344, 90 stat. 810, 4 U.S.C. secs 4 to 10).

i) Sheds require Board approval.

m) Swimming Pools. Please see discussion of "Landscaping" above for specific guidelines. As installation of a swimming pool is considered a large scale architectural change. A n A R C r e q u e s t for such a project will be considered on a case-by-case basis at the discretion of the Board, determining whether it meets the criteria for being in harmony with the architectural characteristics of the Residence and the Residences of the adjoining Lots.

n) Dog Houses/Dog Runs. Dog houses and or runs may only be located on the side or rear of the Lot, and as long as it is placed or constructed in a manner that substantially screens it, so that its view from the street or ground level of any neighboring house is minimized and in a location, that minimizes disturbance to adjacent neighbors.

o) Hot Tubs/Spas. Hot tubs and/or spas are permitted as long as they are compatible, or in harmony with the architectural characteristics of the Residence, adjoining Residences and our Community.

p) Lighting/Light Posts. The Declaration states that each Residence shall provide and maintain at least one gas or electric light post at or near the street property line, which shall be operated by a photo-electric cell or other automatic device so that it will be lighted automatically during hours of darkness. As a matter of clarification, such light posts should be within six feet of the sidewalk.

These lights provide the only light on some of our streets and as such are a very important safety feature in our Community.

q) Recreational and Play Equipment (Including Playhouses, Basketball Hoops, Etc.). Many Owners and Related Users desire to participate in whatever recreational activities that they can within their own Lot. This often results in the construction of various kinds of outdoor recreation equipment. Unfortunately, this equipment is often big, bulky and not aesthetically pleasing. Homeowners should consider the neighborhood aesthetics when installing and maintaining such recreational equipment on their property to ensure that it is compatible, or in harmony with the architectural characteristics of the Residence, adjoining Residences and the neighborhood setting.

Portable basketball hoops cannot be left on the sidewalk or the street.

3.5 PROCEDURES FOR ARCHITECTURAL REVIEW OF RENEWABLE ENERGY GENERATION DEVICES AND ENERGY EFFICIENT MEASURES

CRS 38-33.3-106.7 (regarding energy efficiency measures) became effective on August 5, 2008. The Statute generally prohibits unreasonable restrictions on Energy Efficient Measures.

a) The Energy Efficiency Statute defines Energy Efficient Measures to include only the following types of devices or structures:

1. An awning, shutter, trellis, ramada, or other shade structure that is marketed for the purpose of reducing energy consumption.
2. A garage or attic fan and any associated louvers.
3. An evaporative cooler.
4. An energy efficient outdoor lighting device, including without limitation, a light fixture containing a coiled or straight fluorescent light bulb and any solar recharging panel, motion detector or other equipment connected to the lighting device.
5. A retractable clothesline.

Colorado's Energy Generation Device Statute (CRS 38-30-168) generally prohibits unreasonable restrictions on Renewable Energy Generation Devices.

b) The Energy Generation Device Statute defines Renewable Energy Generation Devices to include:

1. A solar energy device as defined by CRS 38.32.5-100.3.
2. A wind-electric generator that meets the standards set forth in CRS 40-2-124.

These Statutes allow the Association to adopt reasonable aesthetic provisions to govern the dimensions, placement or external appearance of Energy Efficient Measures and Renewable Energy Generation Devices. These aesthetic provisions should consider:

- a) The impact on the purchase price and operating costs of the energy efficient measure;
- b) The impact on the performance of the energy efficient measure;
- c) The criteria contained in the Declaration and other Governing Documents;

d) For wind-electric generators, the Association may also consider the noise created by the device and its interference with the use and enjoyment by Residents of Lots situated near wind-electric generators.

The restrictions adopted by the Association cannot significantly increase the cost of the device, or significantly decrease the performance of the device.

PROVISIONS

The following provisions shall apply to installing, changing, or modifying Energy Efficient Measures and Renewable Energy Generation Devices within our Community.

a) An Owner or Related User may install, change or modify an Energy Efficient Measure or Renewable Energy Generation Device within the Owner's Lot provided:

1. The Energy Efficiency Measure or Renewable Energy Generation Device (including the installation and/or construction thereof) must comply with all applicable building codes, building requirements and all applicable safety standards.

2. The Owner must submit detailed plans and specifications for the Energy Efficiency Measure or Renewable Generation Device to the Board and obtain written approval prior to commencement of the project.

3. The detailed plans and specifications generally include, but are not limited to:

a. The name of the manufacturer and the model number of the improvement. Any marketing materials from the manufacturer outlining objective effect the improvement is expected to have on energy consumption. Locations, dimensions (in both extended and retracted configuration), materials, color, style and depiction of any awning, shutter, trellis, ramada or other shade structure used to reduce the Owner's energy consumption.

b. Location, dimensions, materials, color and style of exterior vents and/or louvers associated with a garage or attic fan; the expected impact to adjoining Lots from the exhaust from the garage or attic fan (including the level of noise and amount of exhaust expected when fan is running at full speed).

c. Location, dimensions, material, color and the type and style of an evaporative cooler.

d. Location, materials, color, style, type and wattage of bulb, intensity and direction of any outdoor lighting device.

e. Location, dimensions (in all configurations which the panels may be used or maintained), materials, color, style, type and orientation of any solar charging or recharging panels.

f. Locations, dimensions (in all configurations the generator and related equipment may be used and maintained), materials, color, style, type and orientation of any wind-electric generator and the expected impact to adjoining Lots (including the level of noise expected when the wind-electric generator is running at full speed).

g. Location, style, materials, color and depiction of retractable clothesline (shown in both its extended and retracted configurations) and other elements associated with the clothesline.

REQUIREMENTS AND REMEDIES

a) The Owner must maintain Energy Efficient Measures or Renewable Energy Generation Devices in operational condition and in a manner consistent with the standards of our Community.

b) Remedies for violations are covered in detail in the Policies and Procedures for Enforcement.

**RESOLUTION OF THE BOARD OF
DIRECTORS OF HERITAGE PLACE HOMEOWNERS ASSOCIATION**

The undersigned, being all of the Directors of the Heritage Place Homeowners Association (the 'Association'), acting pursuant to provisions of the Colorado Revised Nonprofit Corporation Act (the 'Act'), the Association By-Laws, the Declaration of Covenants, Conditions and Restrictions of Heritage Place (the 'Declaration'), the requirements of the Colorado Common Interest Ownership Act ('CCIOA'), and the Energy Generation Device Statute (CRS 38-30-168), hereby consent, that when the undersigned have executed this consent or an exact counterpart thereof, the Heritage Place Homeowners Association Rules and Regulations and General Rules and Architectural Control Guidelines, revised ~~October 2012~~ ^{August 2017}, set forth herein are adopted by the Board of Directors of the Association effective November 10, 2017 to the same extent and with the same force and effect as if adopted at a formal meeting of the Board of Directors of the Association, duly called, noticed and held for the purpose of acting upon proposals to adopt such resolutions:

RESOLVED, that the Heritage Place Homeowners Association Rules and Regulations and General Rules and Architectural Control Guidelines, revised ~~October 2012~~ ^{August 2017}, attached hereto are adopted by the Board of Directors of the Association effective November 10, 2017.

IN WITNESS WHEREOF, the undersigned being all of the Directors of the Association, do hereby evidence their written consent to the foregoing action as of November 10, 2017, which shall have the same force and effect as a unanimous vote of the Directors at a duly called annual meeting of such Directors.

Dated: 11/10/17

Directors: [Signature]
[Signature] VP
[Signature] TREASURER
[Signature] SR
[Signature] SA