

# Heritage Place Homeowners Association Rules and Regulations

**Purpose:** To communicate Rules and Regulations used within the Heritage Place Community

**Authority:** The Declaration, Articles, and Bylaws of the Association and Colorado Law

## DEFINITIONS:

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

**Association:** Heritage Place Homeowners Association, its successors and assigns.

**Association Policies:** All written policies and procedures adopted, amended, revised and if permitted by the Act, eliminated by the Association from time to time. The Good Governance Policies are specific policies mandated by the Colorado Common Interest Ownership Act.

**Board:** Elected members of the Community to serve as executive directors of the Association.

**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 the City of Centennial in Arapahoe County, Colorado.

**Declaration:** 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.

**Detached Addition:** Structures designed to be used as a home office, bedroom, workshop, or any other space primarily used by people. These structures are not attached to the primary residence and may not be used as an independent dwelling.

**Drone:** An unmanned aircraft, which means the aircraft is operated without the possibility of direct human intervention from within or on the aircraft.

**Fire Pit or Outdoor Fireplace:** A outdoor structure designed to burn gas or solid materials other than rubbish for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

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

1. Policies for the Collection of Unpaid Assessments.
2. Policy Regarding Conflicts of Interest with a Director.
3. Policies and Procedures for Meetings (Member and Board of Director
4. Meetings).
5. Policies and Procedures for the Maintenance of Records and Inspections and
6. Copying of Association Records by Unit Owner.
7. Policies and Procedures for the Enforcement of Covenants and Rules.
8. Investment of Reserve Fund Policies.
9. Procedures for Adoption of Amendments to Policies, Procedures and Rules and Regulations.
10. Dispute Resolution Policy.
11. 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 Association from time to time, including, but not limited to, the Good Governance Policies and Procedures adopted pursuant to the Colorado Common Interest Ownership 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, garage doors, exterior doors, roofs, windows and doors, screens and driveways.

**Lot:** "Lot" Shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area, and with exception to any plot of land reserved for the use of more than one owner but fewer than all owners.

**Model Drone:** Any unmanned aircraft that is 1) capable of sustained flight in the atmosphere, 2) flown within visual line of sight of the person operating the aircraft, and 3) flown for hobby or recreational purpose only.

**Owner:** The record owner of the fee simple title to any Lot. Collective term for 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.

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

**Portable Fireplace:** A portable outdoor fireplace that may be constructed of steel, concrete, clay or other noncombustible material. Designed to burn solid material or flammable gas such as propane, A portable outdoor fireplace may be open in design, or may be equipped with a small hearth opening and a short chimney or chimney opening at the top.

**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.

**Residence:** Dwellings within Lots are referred to as "Residence" and include attached garages, carports and breezeways.

**Shed:** Structure designed for storage of items and generally not occupied by people.

**Violation:** An act of noncompliance with any provision of the Declaration or Rules and Regulations as determined in accordance with the Policies and Procedures for Enforcement.

## **1.0 Association Dues:**

The Association requires annual dues to be paid by January 1st of each year. The Managing Agent will mail, by US Postal Service, each Owner details of the amount of the dues and how to pay. Dues not paid by January 31st are considered late and a fee will be added to the amount due. The Managing Agent will send a second notice of the dues (and any associated fees or fines) by the US Postal Service. Late fees will continue to accumulate until the dues are paid. After April 1st any unpaid dues will be collected by the Association's lawyer in addition to all legal costs associated with collection of the debt. If an Owner wishes, a payment plan can be

arranged at any time by contacting the Managing Agent. Full description of the Policies and Procedures related to annual dues and their collection can be found in the Association's Governing Documents. The Association, as described in the Declaration, has the ability to raise the amount of the annual dues by no more than 3% per year. Raising the dues by greater than 3% or raising funds by special assessment requires a 60% majority of Owners to approve. As required by state law, the Board will share the planned annual budget with the Community each year. This is typically done during or immediately before the September Board meeting.

## 2.0 GENERAL RULES:

### 2.1 COMMUNITY GOVERNING:

All Community members are encouraged to read and understand the Governing Documents used to manage our community. These policies help ensure that with each HOA Board, the Association's business of maintaining our Community's property and assets is conducted in a consistent, equitable, and transparent manner. All Governing Documents can be found on the Association's website. Community members are encouraged to attend monthly Board meetings and the annual member meetings to further understand and participate in Community management. Member participation in Association committees is critical to the success of the Heritage Place Community. The HOA Board may communicate to all Community members through a mailed newsletter (approximately 4 times a year), digital newsletter (emailed as needed), and letters sent by mail from the Managing Agent hired by the Association's Board. Minutes and agendas for Board meetings are shared on the Association's website. Community members are welcome to join the monthly Board meeting. Meetings are typically held in the evening of the second Wednesday of each month. Contact the Managing Agent to get updated meeting details.

### 2.2 AESTHETICS AND GENERAL NUISANCE:

The Association is not responsible for enforcing City, County, State, or Federal law. When Owners and Related Users are observed to be in violation of City, County, State or Federal law the Association may report alleged violations to the proper entity. Nuisance activities such as the stockpiling of materials, loud noises, dumpsters, dead trees, inoperable vehicles, stagnant water, overgrown weeds, and uncontrolled animals will be reported to the city of Centennial for code enforcement.

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

All Residence, Lots, landscaping, and fencing viewable from the street, sidewalk, or ground

level of other Lots will be well maintained. The Declaration disallows 'unsightly objects' to remain on the premises. Unsightly objects include but are not limited to trash, unused vehicles, boats or RV storage, yard waste, broken recreational equipment, dead trees, trailers, and more.

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

## 2.3 COMMON AREA USE:

Every Owner shall have a right and easement of enjoyment into the Common Area. Owners and Related Users are responsible for any damage or cleanup required from their use of the Common Areas. Please contact the Managing Agent to reserve the Association picnic structure in the Common Area. Gatherings of more than 20 persons planned to take place in the Common Areas require a written request for approval at least 14 calendar days in advance. Please contact the Managing Agent to make reservations.

The dumping or disposal of trash, 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.

Motorized vehicles are not allowed at any time in Common Areas with the exception of Association agents performing required maintenance, construction, or setup of Association approved events.

## 2.4 DRONES

Drones may not be used or operated within the community for any commercial purpose, except that they may be used to create aerial video footage for the sole purpose of creating marketing materials for the sale of homes in the community. Drones may not be used for any unlawful purpose. Model Drones are permitted provided that they meet the requirements and standards of the Federal Aviation Administrations (FAA) and they are operated in compliance with the Association's rules and regulations set forth herein. The use or operation of Model Drones in the Common Areas or on individual Lots must not violate the Association's governing documents, which includes, but is not limited to, ensuring the operation of the Model Drones does not create a nuisance or in any way endanger the health of or unreasonably disturb other Residents within the Community. Nothing in this rule prevents owners or residents from exercising their individual legal right to take action against the operator of a Drone for unlawful conduct, including but not limited to, stalking, trespass, invasion of privacy, or eavesdropping.

## 2.5 FENCING

Fences must be well maintained at all times. Broken, missing, or leaning sections of fences must be repaired. Fences must be made from contiguous materials and style along a single dimension. 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 a fence along a sidewalk the fence must be setback 18 inches. When building picket fences or the like, the 'smooth' side of the fence (the side without stringers, is the smooth side) must face away from the Homeowner's property, towards the Common Area, Sidewalk, or Street. 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).

## 2.6 FIRES AND FIRE PITS:

Fires and fire pit use must not create excessive smoke that impacts neighboring Lots or Common Space. Any fire or fire pit must be used in a way that does create a danger or nuisance to neighboring Lots or Common Space. Fires are only allowed for recreational use, not for burning trash or yard debris.

## 2.7 HOLIDAY DECORATIONS:

The display of holiday decorations is restricted to six weeks before and six weeks after any recognized secular or religious holiday.

## 2.8 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 or Association-maintained fences, walls and rock retaining walls is prohibited. Homeowners with plantings along an Association owned fence or wall must maintain 18 inches 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 bush's overhanging branches.

- A. Grass. All areas with grass turf must be kept watered, edged and mowed. Excess grass clippings must be raked, sidewalks swept and kept free of grass and weeds. All areas of lawn grass, including front, side and rear yards must be maintained and height must not exceed four inches. Artificial lawns are permitted in backyards only and must be maintained and kept free of weeds. The artificial lawn must be replaced if showing signs of wear or fading.
- 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. Mulching is recommended for water conservation and plant health, using small rocks, bark, wood chips or other recognized mulching material.
- C. No shrub shall be permitted to grow higher than six feet. No walls, fences or hedges

will be permitted on the street frontage with fifteen feet of the front Lot line. Plantings that obstruct street signs, sidewalks or the view of traffic are prohibited.

- D. 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 Owner will be responsible for any damage caused by their trees, such as damage to utility lines, sidewalks, other Lots, curbs, gutters, fences, etc.
- E. Weeds. Front, side and rear yards must be weeded on a regular basis.

## 2.8 LEASING:

Owners may lease their residences, but should recognize that the Owner is responsible for the actions of all Related Users, specifically including their 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.

The Declaration prohibits the renting of rooms or parts of the home, only the entire Residence can be rented.

## 2.9 NEIGHBORHOOD INSPECTIONS

The Managing Agent has been directed by the Association to perform inspections of the neighborhood periodically. According to the Policies and Procedures, Homeowners will be mailed a violation letter if their Lot is found to be in non-compliance with the Covenants or Rules. Violation letters will explain the violation and require the homeowner to take corrective action according to the Association's Policies and Procedures.

At any time while in Heritage Place, the Managing Agent has the ability to report any violation. Failure of the Managing Agent to notice or report a violation does not absolve the Owner of compliance to Association Declaration and rules.

Homeowners should contact the Managing Agent to address any issues of compliance with their home or report issues with other homes or the Common Space.

## 2.10 PARKED VEHICLES:

The municipal code for the City of Centennial prohibits the parking of inoperable vehicles,

commercial vehicles, semi-tractors, semi-trailers, buses, and recreational vehicles on public streets within areas zoned as residential. The Association extends those same restrictions to off street parking within our Community. The loading and unloading of these vehicles is also restricted to the same timeframe as stated by the City. Please refer to Centennial Municipal code Sec. 8-1-30 for details.

The term 'camper' or 'trailer' as used in the Declaration is considered to include large commercial vehicles, 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, trailers or recreational vehicles in a driveway within public view is allowed only for the purpose of loading and unloading. This loading and unloading will be considered a violation if it exceeds 48 hours. Semi trucks, commercial delivery trucks, moving trucks and other similar large vehicles can only be parked in driveways while actively loading and unloading.

All vehicles must be legally parked on the street, in a garage, or on a concrete driveway. No other space within a lot may be used for parking.

## **2.11 PETS, BIRDS AND ANIMALS:**

Pets such as dogs, cats, rodents, rabbits, birds, reptiles, and fish may be kept within a Lot or Residence as long as they do not constitute a nuisance to surrounding Lots or our Community. Pets may not be kept, bred or maintained for commercial purposes. Actions which may constitute a nuisance include, but are not limited to, excessive or continued 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 (such as for breeding) are allowed within our Community.

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

After a written complaint with respect to pets, birds or animals has been filed with the Association, 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 Arapahoe County Animal Control.

Owners and their Related Users must have pets leashed and in control at all times while outside the 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 and a fine will be levied against the homeowner responsible for the animal for each occurrence in accordance with the Policies and Procedures for Enforcement. The homeowner responsible for the animal will be 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 animal.

## 2.12 REMEDIES FOR VIOLATIONS:

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

## 2.13 RESIDENCE:

The Residence on each Lot must be well maintained at all times. Any damaged, deteriorated, or worn parts of a Residence that is viewable from the street or neighboring Lots must be repaired in a timely manner. Violations will be assessed if the Residence is not maintained. The Association has the right to determine any unsightly aspects of the Residence and set a reasonable timeline for corrections of the issue. Any exterior changes to the Residence must be approved by the Association (See section 3.0)

## 2.14 SIDEWALKS:

Obstruction of sidewalks in any manner is prohibited. Plantings, overgrowth, basketball hoops, toys, motorized vehicles, tools, etc. may not be placed on any portion of the sidewalks.

In keeping with the City of Centennial [Snow & Ice Control Plan](#) section V.B, the Association "...strongly encourages residents to remove snow from the sidewalks adjoining their property within 24 hours after a snow storm ends."

## 2.15 SIGNS:

Signs may not be attached to or placed within Common Areas nor upon Association owned fences or walls except as indicated below. Other than Association signage, no signs may be illuminated. For purposes of this rule, a sign or placard identifying the Lot's address is not a sign. Commercial signs endorsing or advertising a business are not allowed. Signs of any kind are prohibited on mailboxes by the U.S. Postal Service.

Pursuant to CCIOA, the Association may regulate the number, location and size of signs displayed on the lot. The following applies:

### **A. Non-commercial signs:**

1. All signs must be placed within the boundaries of the Lot.
2. All signs must be maintained in good condition and must be replaced as necessary when damaged, worn, or faded.
3. Signs may be no larger than 36" x 48" in size
4. A maximum of one non-commercial sign may be displayed at a time.

### **B. Advertising or Commercial Signs that may be displayed:**

- a. **Real Estate Sign:** A single 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.

- b. **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.

**C. Association Signage:** Association signage (announcing meetings, events, and etc.) will be displayed in Common Areas when needed. The Association is allowed illuminated signs at neighborhood entrances.

**D. Political Signs:** Only one political sign per political office or ballot issue that is contested in a pending election may be placed within the Lot. Political signs must be removed no later than 1 week after the relevant election.

## 2.16 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 Section 2.17 and shall be removed from Lots on a regular basis. No storage of any sort is allowed on driveways, with the exception of trash containers that are in compliance with 2.17.

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

The Board has the final determination on what is considered adequate concealment and what items are considered unsightly storage.

In the City of Centennial, it is unlawful for any person to place a storage pod on any residential property for more than seven (7) consecutive days. Any storage pod placed on residential property shall be placed so as not to encroach onto public property or interfere with the use by the public of any public property. See Section 3.3H for Association approval for dumpsters and storage pods.

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

## 2.17 TRASH:

Trash containers must be concealed from the view of the street and neighboring Lots at all times, except during allowed times for trash pickup.

1. Trash containers must have a lid and not exceed 96-gallon capacity.
2. Heavy duty disposable plastic/paper bags may also be used provided they are tied shut securely.
3. Trash must be protected from wildlife, including rats, raccoons, and coyotes.

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.

The Association must approve methods of concealment for trash can storage on driveways, see section 3.0 and 3.3G.

## **3.0 ARCHITECTURAL CONTROL GUIDELINES**

### **3.1 GENERAL ARCHITECTURAL CONTROL:**

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 Guidelines in this regard. These guidelines 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.

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.

## 3.2 APPLICATION PROCEDURES:

### **All exterior changes must be approved by the Association**

Each Owner will submit a written proposal to the Association via the Managing Agent. In addition to other services, the Managing Agent has been hired by the Association to collect, organize, and deliver to the Association all Architectural Improvement Request (ARC) forms. ARC forms must be submitted for all exterior improvements, exterior repairs of significant damage, exterior modifications or other exterior improvements within the Lot. The homeowner is encouraged to include all supporting documents and samples that will help in the review of the request. Inadequate information about an improvement will likely delay the approval process or cause the Association to deny the request and restart the ARC approval process. 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 Association 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 Association may set a new date or issue and record a Notice of Covenant Violation or both.

- A. Oral requests and incomplete proposals will not be considered.
- B. The Association (via Managing Agent) will notify the Owner within 15 days of the date the Owner submitted the proposal if the proposal is incomplete.
- C. 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.
- D. The Association will inform the Owner (via Managing Agent) of its decision in writing, within 30 days of the date the Owner submitted their complete proposal.
- E. After the homeowner has received acknowledgement of the submitted request, should the Association 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.
- F. If a proposal is rejected, the reason(s) for disapproval shall be stated as part of the written decision.
- G. The applicant may request reconsideration if new or additional information which might clarify the request or demonstrate its acceptability can be provided.
- H. Copies of all applications will be filed with the Association records along with the written decisions and a statement of action, if any.
- I. It is the Owner's responsibility to obtain all necessary permits required.
- J. 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. If the project does not conform to the application the Association can impose fines until the project is brought into compliance. The Association may also seek court action to obtain compliance.

### 3.3 SPECIFIC GUIDELINES FOR PROJECTS REQUIRING APPROVAL:

**All exterior changes require ARC form submission and prior approval by the Association.**

- A. **Additions:** These are changes which add square footage or change the exterior surface 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). Professional drawing and details of materials used are highly suggested to be included with the ARC submission. Any addition requires approval from the Association.
- B. **Air conditioning units:** Air conditioning compressors should be placed to minimize impact on neighboring Lots. A/C units that hang in a window are not allowed. New air conditioning compressors or the relocation of air conditioning compressors require ARC submission and approval from the Association.
- C. **Awnings/Patio Covers:** Even in the case of replacement with substantially similar awning or patio cover, these require prior application and approval.
- D. **Boundary Plantings:** 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.
- E. **Decks, Gazebos, Shade structures:** The proposed deck, gazebo or shade structure 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.
  - 1. Acceptable materials include cedar, redwood, pressure-treated lumber, stone, tile, brick, concrete, and composite decking. Unacceptable materials include but are not limited to plywood sheeting, corrugated plastic or metal, concrete blocks, rough poles, logs or slab wood.
  - 2. When a proposed deck, gazebo, or shade structure has a possible impact on adjacent properties, please discuss the proposal with your neighbors prior to submitting the request to the Association and include a signed statement by the neighbor with a summary of the discussion, or ask the neighbor to contact the Managing Agent to communicate their opinion to the Board. Lack of input from neighbors may cause delay in ARC approval or rejection of ARC requests. Size of the structure will be considered depending on the size of the Lot and

Residence and impact on neighboring Lots.

F. **Detached Additions:** Any Detached Addition must be a permanent structure compatible or in harmony with the architectural characteristics of the Residence. Architectural characteristics include but are not limited to: siding, roof angle, roofing material, and color of the Residence.

1. Detached Additions should be painted the same color(s) as the Residence.
2. The location of the Detached Addition should minimize views of the structure from neighboring Lots and the street. The Detached Addition location should have minimal impact on neighboring Lots.
3. Detached Additions should be maintained in good condition at all times.
4. Detached Additions are not allowed plumbing or water utilities.
5. Detached Additions are allowed electrical and telecommunication utilities.
6. Detached Additions are not allowed to be used as a dwelling.
7. Only 1 Detached Addition is allowed per Lot.

G. **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. Increase in the size of a driveway or addition of a driveway is permitted with approval by the Association. The total width of all driveways (at their widest dimension) must not be more than 15 feet wider than the width of the garage door(s). Storage of anything other than automobiles and shielded trash cans is not allowed on driveways. The method of shielding must completely block the view of the trash cans from neighboring Lots and the Street at all times. The method of shielding trash cans must be approved by the Association.

H. **Dumpsters and Storage Pods:** In accordance with City of Centennial municipal code [Sec. 7-5-30](#) dumpsters are not allowed on public residential streets except for community or neighborhood cleanup and maintenance projects or groups of five or more residents. Owners or Related Users wishing to park a dumpster on any part of their Lot or the street must apply for approval from the Association. Include in the request the time frame you will be requiring the dumpster, including beginning and ending dates. City of Centennial municipal code [Sec. 7-5-40](#) states that Dumpsters are allowed on residential property for no more than 7 days where a City-issued building permit is not required. If a City issued building permit is required, the dumpster must be removed within 7 days of the permit expiration or completion of work. Bag dumpsters are considered dumpsters.

In accordance with City of Centennial municipal code Sec. 7-4-40, it is unlawful for any person to place a storage pod on any residential property for more than seven (7) consecutive days. Any storage pod placed on residential property shall be placed so as not to encroach onto public property or interfere with the use by the public of any public property." Owners or Related Users wishing to park a storage pod on any part of their Lot must apply for approval from the Association. Include in the request the time frame

you will be requiring the pod, including beginning and ending dates. Time frame approval is at the discretion of the Association, but not to exceed time limits imposed by the City.

- I. **Exterior Surfaces:** Modifications to Exterior Surfaces require prior approval of the Association. 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), siding, decking, driveways, and roofing materials require prior approval.
  1. **Color:** Owners wishing to change the exterior color of their Residences must request approval of those colors from the Association. 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. There cannot be a similar color or color(s) within three doors in all directions of your home. If a similar color exists within three doors in all directions of your home, a different color must be selected for the exterior painting of your home. The Residence must be painted in identical colors on all sides of the house.
  2. **Roofing:** Roofing changes must be approved by the Association. Roofing shingles must be at least a dimensional shingle with significant depth that simulates the look of cedar shingles. Roofing tiles with significant depth made of clay, concrete, stone coated steel, or slate are allowed with approval.
  3. **Siding:** Residences in our Community have a combination of wood, brick, stone, vinyl, stucco, or fiber cement. All modifications to siding, or complete replacement of exteriors, must have approval from the Association. The painting of brick or stone requires Association approval.
- J. **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 a fence along a sidewalk the fence must be setback 18 inches. Except when along sidewalks, or separating the front and back of a lot, fences should be built as close as possible to property lines. When building picket fences or the like, the 'smooth' side of the fence (the side without stringers, is the smooth side) must face away from the Homeowner's property, towards the Common Area, Sidewalk, or Street. Fences must be made from contiguous materials and style along a single dimension. If materials or style changes it must be at the intersection/corner not along a single side of the lot. 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).
- K. **Fire Pits and Portable Fireplaces:** Fire Pits and Portable Fireplaces are allowed in the Community with approval by the Association. Fire Pits must be 25 feet away from all structures and combustible material. While in use Portable Fireplaces must be 15 feet away from all structures and combustible material.

- L. **Flags:** Per CCIOA, the Association may regulate the number, location and size of flags and flagpoles. An Owner may display two non-commercial flags within the Lot. No flag may be larger than 3'x5'. The flag must be maintained in good condition and must be replaced as necessary to prevent wear and tear. An Owner must submit an application for approval of a flagpole prior to its installation. Height of a flagpole may not exceed 15 feet. No flag may be illuminated without the Association's prior written approval. Any request for lighting must detail the type and location of lighting. Such lighting may not be installed so as to disturb other residences. Flags with a commercial message, including but not limited to trade, marketing, landscaping, painting, remodeling, or business advertising, are not permitted.
- M. **Grills (Permanent) and Outdoor Kitchen:** Permanent grills and 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. Construction and installation of such grills or outdoor kitchens requires an ARC request and Association approval.
- N. **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. Location of Hot Tubs/Spas should be done to minimize noise to adjacent Lots. Installation of such hot tubs or spas requires an ARC request and Association approval.
- O. **Landscaping:** Generally speaking, landscaping modifications for a single flower bed arrangement or a bush or tree do not require Association approval. However, modifications requiring Association approval include, but are not limited to, changing grass to other landscaping materials, large scale architectural changes, i.e., Koi ponds, fountains or changes that affect the overall aesthetic appearance of the Lot. As with all modifications, a Lot's landscaping should be compatible, or in harmony with the architectural characteristics of the Residence, Residences within adjoining Lots 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 and provide enough light to significantly illuminate the ground within 20 feet of the post. Changes to light post location or style require Association approval. These lights provide the only light on our streets and as such are an important safety feature in our Community. Lighting attached to the Residence also requires approval when altered. Accent and landscape lighting is allowed with approval and should minimize impact on neighboring lots.
- Q. **Sheds:** Sheds require Association approval. Sheds are permitted so long as they are compatible, or in harmony with the architectural characteristics of the Residence, adjoining Residences and our Community.

1. Sheds must be painted the same color as the residence.
  2. The location of the shed should minimize views of the shed from neighboring Lots and the Street.
  3. Sheds should be maintained in good condition at all times.
  4. No more than 1 Shed is allowed per Lot.
- R. **Recreational Equipment:** Recreational equipment higher than 6 feet tall or permanently anchored to the ground require ARC approval by the Association. Recreational play equipment should be placed in a location that does not cause a nuisance to neighboring Lots. Portable and permanent basketball hoops are allowed with Association approval. Portable basketball hoops cannot be left on the sidewalk or the street in violation of Centennial [Municipal Code 7-2-60](#).
- S. **Solar Energy Device:** Solar energy devices are allowed in the community with approval by the Association. Colorado law allows the Association to adopt reasonable aesthetic provisions to govern the dimensions, placement or external appearance of Renewable Energy Generation Devices.
- T. **Swimming Pools:** Installation of a swimming pool is considered a large-scale architectural change as it affects the overall aesthetic appearance of a Lot. Owners are cautioned that such an installation must be maintained on a long-term basis. Empty pools or dirty pools will be considered a nuisance and unsightly, justifying a violation. Any pool requires approval by the Association.
- U. **Wind-electric generators:** Wind-electric generators are allowed in the community with approval by the Association. Colorado law allows the Association to adopt reasonable aesthetic provisions to govern the dimensions, placement or external appearance of Renewable Energy Generation Devices. The Association may consider the noise created by the device and its interference with the use and enjoyment by Residents of Lots situated near wind-electric generators.
- V. **Xeriscaping:** Xeriscaping is allowed within the community when approved by the Association. Xeriscaping should be done in such a way that it is harmonious with the neighborhood aesthetic and landscaping of neighboring Lots. Xeriscaping must include some plants and contouring of the yard. Flat yards with only rock and no plants are not harmonious and therefore not allowed.

### 3.4 SPECIFIC GUIDELINES FOR PROJECTS, WHICH SO LONG AS GUIDELINES ARE FOLLOWED, DO NOT REQUIRE PRIOR ASSOCIATION APPROVAL

- A. **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 the view of the house or run from the street or ground level of any neighboring Lot is minimized. Dog houses or runs should be in a location that minimizes

disturbance to adjacent Owners and Related Users.

- B. **Other Recreational Equipment:** Recreational equipment less than 6 feet tall and not permanently anchored to the ground do not require Association approval. 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. The Association has final discretion on what is considered harmonious. Temporary recreational equipment such as volleyball nets, badminton nets, or other large equipment that are visible from neighboring Lots or the street must be removed after ten days. If equipment remains in place and visible from neighboring lots or the street it will be considered a violation.
- C. **Simple Repairs:** ARC approval is not required when making small repairs to the Residence, Fencing, Landscaping, or Structures within a Lot. Repairs not needing ARC approval should only impact a small fraction of the item repaired and only return the item to its original state using only original materials. If repairs alter the item from its original state or impact a significant portion of the item then ARC approval by the Association is required.

**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 March 2022, set forth herein are adopted by the Board of Directors of the Association effective June 1, 22 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 March 2022, attached hereto are adopted by the Board of Directors of the Association effective June 1, 22.

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 April 28, 22, which shall have the same force and effect as a unanimous vote of the Directors at a duly called meeting of such Directors.

Dated: 4/13/22

Directors: [Signature]

BAL Vice President

[Signature] TREASURER

[Signature] Member at Large

[Signature] Secretary