



Heather Gardens Metropolitan District

HEATHER GARDENS PROPERTY POLICY PROCEDURE MEMORANDUM

Adopted and Effective August 29, 2019

PROPERTY POLICY COMMITTEE

| | |
|-----------------|---|
| Date Adopted: | August 29, 2019, Effective August 29, 2019 |
| Document Type: | Procedure Memoranda, PP-1 |
| Attachment (s): | Fee Schedule Schematic of Garden Plot Garden Plot Rental Agreement Garden Plot Fact Sheet Schematic of RV Lot RV Lot Space Rental Agreement RV Lot Fact Sheet |

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 may 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 – POLICIES AND 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. Receives and evaluates requests for consideration from individual committee members, the District Board, 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.
- 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. Submits all Property Policy Committee recommendations to the Board for their consideration.
- D. Annually reviews rules and regulations applicable to the District Properties and recommends changes thereto, as needed, to the Board.

ARTICLE IV – RULES AND REGULATIONS

Article VI of the District's General Rules and Regulations regarding Enforcement, Violations, and Penalties is applicable to non-compliance with these Property Policy Rules and Regulations. In addition, the District's General Rules and Regulations are applicable to all Residents, Owners and Users of District Facilities and these Property Policy Rules and Regulations are supplemental thereto. Finally, the District's Clubhouse/Restaurant Rules and Regulations and Golf Course Rules and Regulations are applicable to use of certain District Facilities and these Property Policy Rules and Regulations are supplemental thereto.

Section 4.1 GARDEN PLOTS.

- A. **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.

B. 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.

C. 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.

D. 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.

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

1. Sheds must be erected within the perimeters of the lessee's individual garden plot.
2. Sheds must be no larger than 3' x 4' x 7'.
3. Sheds must be constructed of non-metal material such as wood, vinyl, or durable plastic.
4. Wood sheds must be painted.
5. All sheds must be maintained in good condition.

F. Prohibited Activities.

1. Lessees are prohibited from attaching or hanging tools, artwork, or any other items on the fence surrounding the Garden Plots.
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.
3. Pets, other than service animals, are prohibited from the Garden Plots.
4. Plants that produce a Schedule 1, hallucinogenic or psychedelic substance are prohibited and will be removed by the District.
5. Headphones must be used when lessees are listening to music or other audio.

G. 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.

Section 4.2 RV LOT.

A. 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. Once a person is offered an appropriate size space for the vehicle in the RV Lot, a lease must be executed within three (3) business days or the person will be placed at the end of the respective waitlist.

B. 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 in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately licensed) and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash.

C. RV Lot Dump Station.

-
1. Lessee's may only use the dump station for the vehicle that is the subject of the RV storage agreement.
 2. Lessees must use a discharge hose to dump the contents of the RV holding tanks.
 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. The Water faucets are only for use filling an RV's fresh water tank and may not be used to flush holding tanks or rinse discharge hoses.
 5. Use of the dump station to wash vehicles is prohibited.

D. Prohibited Activities.

1. Lessees are prohibited from parking any vehicle that is not allowed under a current and valid RV storage agreement in the RV Lot.
2. Lessees are prohibited from storing any items, other than authorized vehicles and the items therein, within the RV Lot.
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. 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.
5. Lessee is prohibited from subleasing the leased space.

E. 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.

ATTACHMENT 1

PROPERTY POLICY FEE SCHEDULE

| HEATHER GARDENS GARDEN PLOT FEES | |
|---|------------------|
| Room | Fee |
| <u>Annual Lease</u> <i>(includes 1 Garden plot and 1 key)</i> | |
| Resident | \$35.00 |
| Non-Resident User | \$150.00 |
| <u>Additional Key</u> | |
| Resident | \$5.00 |
| Non-Resident User | \$5.00 |
| HEATHER GARDENS RV LOT SPACE RENTAL FEES | |
| Room | Fee |
| <u>Under 25 feet</u> | |
| Resident | \$90.00/quarter |
| Non-Resident User | \$300.00/quarter |
| <u>25 feet to 35 feet</u> | |
| Resident | \$100.00/quarter |
| Non-Resident User | \$330.00/quarter |
| <u>Over 35 feet</u> | |
| Resident | \$110.00/quarter |
| Non-Resident User | \$340.00/quarter |
| <u>Late Payment Fee</u> | |
| Resident | 20% of rent |
| Non-Resident User | 20% of rent |

**ATTACHMENT 2
SCHEMATIC OF GARDEN PLOTS**



**ATTACHMENT 3
GARDEN PLOT RENTAL AGREEMENT**

EFFECTIVE DATE: _____

LEASE PERIOD FROM: _____ TO: _____

PLOT #: _____

LESSEE NAME: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

This Garden Plot Rental Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date (in a prorated amount for the first year if the Agreement is entered into after January 1) and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grant the Lessee a revocable lease of the plot described above by plot # (Plot) which is generally located at the southwestern corner of Heather Gardens immediately adjacent to East Marina Drive to be used solely for the purpose of gardening, on the terms and conditions set forth below.
2. Rent is due and payable on January 1 of each year that this Agreement remains in effect. If payment is not received by May 1 of any renewal year, this Agreement will be automatically cancelled, and the Plot reassigned. Checks for the payment of Rent are to be made payable to "Heather Gardens Metropolitan District" and delivered to Accounts Receivable, 2888 S. Heather Gardens Way, Aurora, CO 80014.
3. Lessee hereby acknowledges receipt of _____ gate key(s). This Agreement and payment of Rent entitles the Lessee to one key. Lessee may purchase additional or replacements keys a charge of \$5.00 per additional key.

4. This Agreement shall automatically renew on January 1 of each calendar year at the then current rental rate unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
5. HGMD may terminate this Agreement at any time by providing the Lessee with notice at least thirty (30) days prior to the effective date of the termination and, provided the Lessee is not in default of the terms of this Agreement, refunding the prorata amount of Rent for the remainder of the year. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations.
6. Lessee agrees to abide by the HGMD Property Policy Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Plot and use thereof, including, but not limited to the City of Aurora's watering restrictions, all of which may be amended from time to time.
7. Lessee agrees to place trash, weeds and cuttings in the containers provided by HGMD and to maintain his/her plot in a neat and orderly way.
8. Lessee agrees not to attach or hang tools, artwork or other articles on the fence surrounding the lot.
9. HGMD or its agents reserve the right to enter the Plot to inspect the Plot and to notify Lessee of any deficiencies in the care of the Plot and surrounding areas.
10. HGMD will maintain the main water spigot and the water supply lines to the main water spigot. Lessee is 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.
11. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Plot and HGMD Garden Plot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD

LESSEE

By: _____

**ATTACHMENT 4
GARDEN PLOT FACT SHEET**

Number of Spaces: 72

Rental Rates - Annually: Resident - \$35 Non-Resident - \$150

Rental Payment: Due on January 1. Make check payable to:

Heather Gardens Metropolitan District
Attention: Accounts Receivable
2888 S. Heather Gardens Way
Aurora, CO 80014

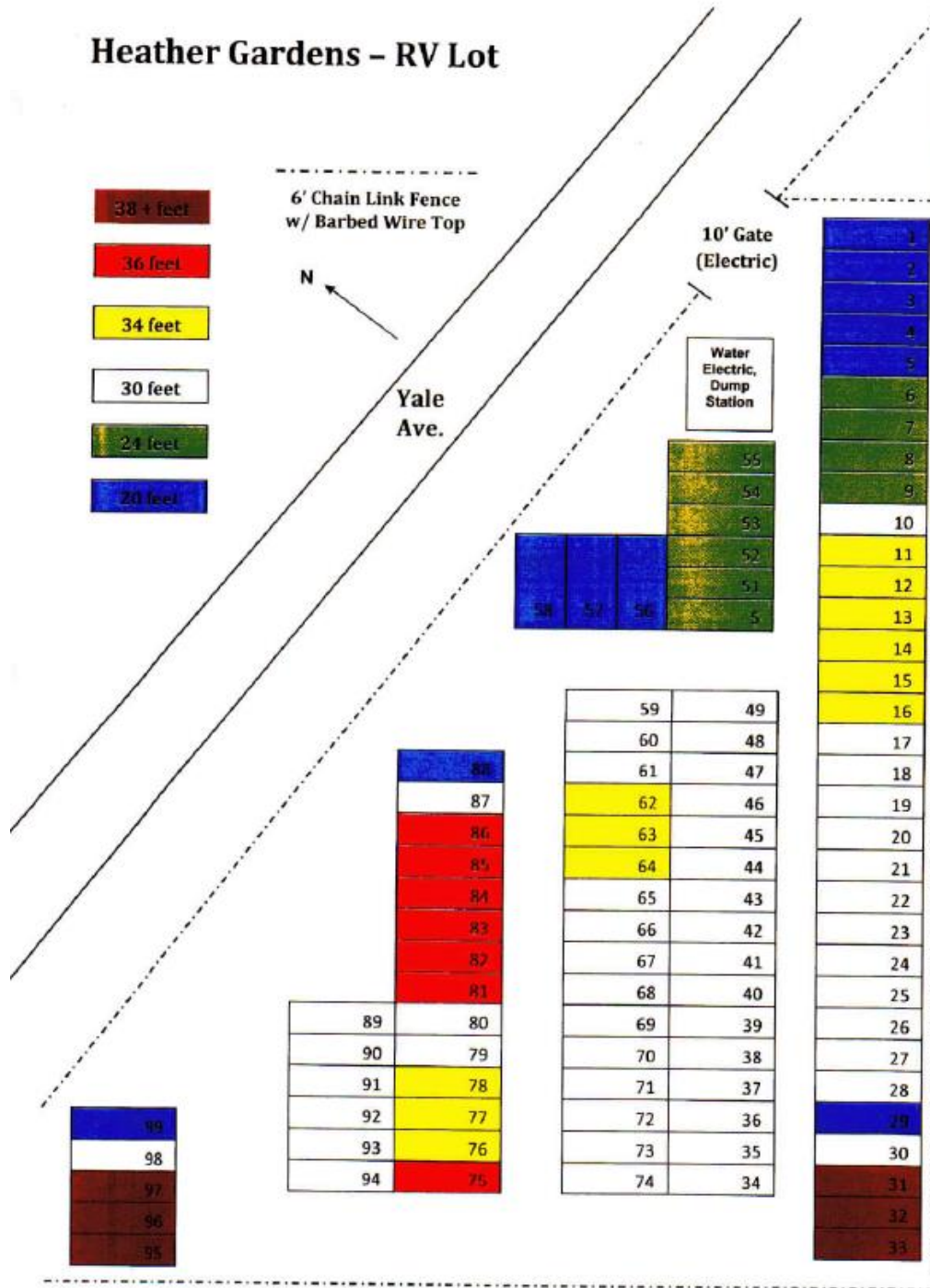
If rental payment is not received by May 1 of any renewal year, the lease shall automatically terminate and the space reassigned.

Access: By key. One key will be provided with the rental payment. A second key or a replacement key will be provided for a \$5 payment.

Administration: The Heather Gardens Association Resident Services Coordinator will be responsible for lease preparation.

Waitlist: A waitlist will be maintained by the District.

ATTACHMENT 5 SCHEMATIC OF RV LOT



ATTACHMENT 6
RV LOT SPACE RENTAL AGREEMENT

DATE: _____

LEASE PERIOD FROM: _____ TO: _____

SPACE #: _____

LESSEE: _____

LESSEE'S PHONE #: _____

LESSEE'S ADDRESS: _____

EMERGENCY CONTACT, OTHER THAN ABOVE:

Name: _____

Address: _____

Phone #: _____

VEHICLE 1:

MAKE _____ TYPE _____ COLOR _____ LENGTH _____ YEAR _____ LICENSE# _____

VEHICLE 2:

MAKE _____ TYPE _____ COLOR _____ LENGTH _____ YEAR _____ LICENSE# _____

INSURANCE: _____

Pursuant to Section 38-21.5-101.5, C.R.S., please disclose any lienholders with an interest in property that is or will be stored in the RV Lot: _____

This RV Lot Space Rental Agreement (Agreement) is made and entered into the effective date first written above (Effective Date) by and between Heather Gardens Metropolitan District (HGMD), a quasi-municipal corporation and political subdivision of the State of Colorado, and the above-named lessee (Lessee). In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. In consideration of the annual rental charge of _____ (Rent) which is due and payable by the Lessee to the HGMD on the Effective Date and on January 1 of each subsequent year this Agreement remains in effect (at the then current rate), the HGMD hereby grant the Lessee a revocable lease of the space described above by space # (Space) which is generally located at the far eastern corner of the Heather Gardens

community, immediately south of Yale Street to be used solely for the purpose storage of the vehicle(s) described above. Notwithstanding the foregoing, the Rent may be paid quarterly in the amount of _____ by the Lessee in advance of each calendar quarter on January 1, April 1, July 1 and October 1. If the terms of this Agreement commence in the middle of a payment period, the first rental installment shall be prorated through the end of December for an annual term or through the end of the calendar quarter for the quarterly term, and thereafter, rental payment shall be due on the dates set forth in this paragraph.

2. Rent is due and payable on January 1 of each year (which may be paid quarterly as provided above) that this Agreement remains in effect. If Rent payment is not received by the due date, a late charge of 20% of the applicable Rent will be assessed. It is understood by Lessee that pursuant to Section 38-21.5-101.5, C.R.S. if no payment has been received for a continuous thirty-day period all articles stored under the terms of such agreement will be sold or otherwise disposed by HGMD. Lessee hereby agrees that failure to timely pay Rent and any late fees constitutes a breach of this Agreement and shall be a basis for immediate termination of this Agreement by HGMD.
3. Checks for the payment of Rent and gate opener deposits are to be made payable to "Heather Gardens Metropolitan District" and delivered to Accounts Receivable, 2888 S. Heather Gardens Way, Aurora, CO 80014.
4. Lessee hereby acknowledges receipt of _____ Automatic Gate Opener(s) for purposes of gaining entry to the RV facility. There is a \$35.00 deposit per gate opener charge, which is refundable when the gate opener is returned, in operating condition, upon termination of this Agreement.
5. This Agreement shall automatically renew on January 1 of each calendar year at the then current rental rate unless the Lessee notifies HGMD in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
6. Either party may terminate this Agreement by providing the other party with a written notice of intent to terminate at least thirty (30) days prior to the last day of any calendar quarter in which this Agreement is in effect. If the Lessee is in default of the terms of this Agreement HGMD may terminate this Agreement at any time after notice of a violation has been provided in accordance with the HGMD Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the HGMD Rules and Regulations. In the event of the termination of this Agreement at any time other than at the end of a quarterly period, the rent for that entire quarter shall still be due and payable, and the Lessee shall not be entitled to reimbursement for any prepaid rent for any portion of that quarter which is unused due to such termination.
7. If Lessee is a resident of HGMD and moves away from Heather Gardens, the Lessee and Lessor hereby agree that this Agreement shall remain in effect but shall be automatically amended such that Rent is converted to the then current rate applicable to non-residents.

-
8. HGMD may change the terms of this Agreement for any renewal term hereof by providing notice of the new terms to the Lessee in writing at least thirty (30) days prior to December 31.
 9. Lessee hereby agrees to keep all vehicle(s) stored in the Space insured and current on registration with the State of Colorado. The Lessee shall provide HGMD and its agent(s) with a current copy of Lessee's insurance policy, the insurance agent's name and contact number, and current proof of registration. If at any time a Lessee's vehicle registration and/or insurance expire Lessee shall be considered in default of this Agreement.
 10. For purposes of this Agreement a "Vehicle" is defined as any item of personal property required to be registered with the department of revenue pursuant to Section 42-3-103, C.R.S. Vehicles allowed to be parked in the RV Lot are: trucks, large RV, small RV, large trailer, and small trailers with and without a boat. All items listed must fit into the designated spot. No commercial vehicles may be parked in the RV storage area. Any exceptions to this shall be at the discretion of HGMD or its agent(s).
 11. The Lessee's vehicle(s) described above shall be the only vehicle(s) authorized to park in the Space; any passenger car, truck and/or van that may be left in place of the recreational vehicle (RV) while the RV is being used must be included in the description above or may be subject to removal by HGMD. Any exceptions to this shall be at the discretion of HGMD or its agent(s). Lessee hereby agrees that parking an unauthorized vehicle in the Space or anywhere in the RV Lot may result in removal of the unauthorized vehicle, constitutes a breach of this Agreement, and shall be a basis for immediate termination of this Agreement by HGMD.
 12. The Lessee shall not have the right to sublease the Space.
 13. Lessee agrees to abide by the HGMD Property Policy Procedure Memorandum, HGMD Rules and Regulations, and all local, state and federal rules, regulations, and laws applicable to the Space and use thereof, all of which may be amended from time to time.
 14. Lessees are responsible for the all repairs and maintenance to the vehicles parked in the RV Lot and shall keep such vehicles in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately licensed) and the area within the individual space in a neat, orderly, and aesthetically pleasing manner free from debris and trash. No other storage, except within the vehicle(s), is allowed. However, other than built-in factory equipped containers that are an integral part of the RV, storage of flammable liquids, explosives, contraband, illegal substances, such as, but not by way of limitation, gasoline, gunpowder, ammunition, fireworks, stolen property, illicit drugs, etc. is prohibited. Lessee agrees not to store any items that might cause damage to the property, present danger to persons, or create offensive appearances or noxious odors.
 15. HGMD or its agents reserve the right to enter the Space to inspect the Space and to notify Lessee of any deficiencies in the care or use of the Space and surrounding areas.

16. Storage of and access to the vehicle(s) shall be on a 24-hour basis, by means of a gate opener. Lessee agrees to keep his/her vehicle(s) locked at all times. Lessee understands that NO ATTENDANT WILL BE ON DUTY AT ANY TIME. Lessee hereby releases HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns for any responsibility for articles left in the vehicle(s), for loss or damage to the vehicle(s) caused by other Lessees, for loss or damage to the vehicle(s) caused by rain, hail, wind, freezing, acts of God, personal injuries or property damage during entry or exit, theft of the entire vehicle or any part thereof, fire explosion, riots, civil commotion, malicious mischief, vandalism or any other cause beyond the control of HGMD.

17. Lessee hereby acknowledges that entering into this Agreement establishes a lien on all personal property located in the Space in favor of HGMD in accordance with Section 38-21.5-102, C.R.S., which lien may be enforced in accordance with Section 38-21.5-103, C.R.S. and any other applicable laws.

18. Use of RV Dump Station:

- a. Lessee may only use the dump station for the vehicle(s) that is the subject of this Agreement
- b. Lessee must use a discharge hose to dump the contents of the RV holding tanks.
- c. 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.
- d. Accidental spillage of holding tank contents outside of the curbed containment area must be immediately reported to Security at (303) 750-9477.
- e. There are separate water faucets with hoses labeled potable (meaning suitable for drinking) and non-potable. DO NOT USE the potable hose to flush holding tanks or rinse discharge hoses. Potable water is to be used only for filling an RV's fresh water tank.
- f. The water faucets are only for use filling an RV's fresh water tank and may not be used to flush holding tanks or rinse discharge hoses.
- g. Use of the dump station to wash vehicles is prohibited.

19. Indemnification and Accidents:

- a. Lessee agrees to take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents or injury to persons or property on, about, or adjacent to the Space.

-
- b. Lessee shall continuously maintain adequate protection to the HGMD's property from injury or loss arising in connection with the Lessee's activities and shall make good any such damages, injury, or loss except for ordinary wear and tear incidental to the use of the Space by the Lessee.
 - c. Lessee hereby agrees on behalf of itself and its successors and assigns, to waive and release all liability and to forever defend, indemnify, and hold harmless, HGMD, the HGMD's employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, caused by, resulting from, or in any way arising out of, or alleged to arise out of, in whole or in part, the use of the Space and HGMD RV Lot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns and on account of or in any way growing out of any personal injuries or property damage resulting from the storage of the vehicle(s) involved by HGMD and its employees, consultants, licensees, invitees, agents, successors, and assigns under this Agreement.
 - d. The Lessee agrees to report any accidents, injury, or damage to the appropriate authorities and HGMD Security immediately.

Signatures below indicate approval and acceptance of the above-mentioned terms and conditions:

HGMD

LESSEE

By: _____

**ATTACHMENT 7
RV LOT FACT SHEET**

Features: Capacity of 99 spaces, six-foot security fence with three strands of barbed wire around the top, automatic gate, a dump station, coin operated electrical meter outlet.

| | | |
|---------------|--------------------------|---------------------|
| Rental Rates: | <u>Resident or Owner</u> | <u>Non-Resident</u> |
| | Under 25 feet | \$ 90 per quarter |
| | 25 feet to 35 feet | \$100 per quarter |
| | Over 35 feet | \$110 per quarter |
| | | \$300 per quarter |
| | | \$330 per quarter |
| | | \$340 per quarter |

Rental Payment: Rent shall be paid quarterly. Make the checks payable to:

Heather Gardens Metropolitan District
2888 S. Heather Gardens Way
Aurora, CO 80014

Access Ability: A Lessee has access to the RV facility on a 24-hour basis.

Insurance & Registration: Proof of insurance and registration of vehicle in the name of the lessee shall be provided on all vehicles. The Lessee shall provide current copies of this information.

Administration: The Heather Gardens Association Resident Services Manager will be responsible for lease preparations, collections, refunds, gate opener, etc. Telephone inquiries may be made by calling (303) 755-0652.

Waitlist: A waitlist will be maintained by the District. Once a person is offered an appropriate size space for the vehicle in the RV lot, a Lease must be executed within three (3) business days or be placed at the end of the respective waitlist.