



**HEATHER GARDENS
ENTERPRISE ADVISORY GROUP
PROCEDURE MEMORANDUM**

Adopted and Effective **XX, 2023**

ENTERPRISE ADVISORY GROUP

Date Adopted:	XX, 2023, Effective XX, 2023
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This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum and Policy Manuals for the Clubhouse/Restaurant Committee, Golf Committee, and 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 Enterprise Advisory Group is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District).

The purpose of the Enterprise Advisory Group is to serve in an advisory role and offer policy, functional, and financial recommendations to the Board regarding the properties of Heather Gardens Metropolitan District, including but not limited to, the recreational facilities, open space, grounds, roads and walkways, a golf course, a clubhouse, a restaurant, a maintenance shop, a recreational vehicle parking lot, a community garden, storage units, and other real estate structures and improvements, and certain personal property located therein all located within the boundaries of the District (collectively the "Properties").

The Enterprise Advisory Group 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 Enterprise Advisory Group shall be composed of the chairperson(s) (Board member(s) appointed to the Enterprise Advisory Group by the President of the Board), the District's Agent (without vote), the Clubhouse Manager (without vote), the Restaurant Manager (without vote), Golf Manager (without vote) and HG Resident Services Coordinator (without vote) a minimum of (4) four and as many eligible electors of the District as may be deemed necessary by the Board to conduct advisory group business.

ARTICLE III – POLICIES AND PROCEDURES

Section 1. Advisory Group Chairperson(s). The chairperson(s) conducts all meetings (as defined in the bylaws) of the Enterprise Advisory Group and appoints all Enterprise Advisory Group members from eligible electors of the District who have applied therefor. The chairperson(s) also counsels with Residents, the Management Team, and interested parties regarding the Enterprise element of the District. The chairperson(s) reports to the Board.

Section 2. Advisory Group Duties and Responsibilities.

- A. Annually reviews rules, regulations, policies and procedures applicable to the District Properties and recommends changes to the Board;
- B. Annually reviews the fees and rates, if any, as applicable to the District Properties and recommends changes to the Board;
- C. Makes recommendations to assist in the preparation of the annual budget as applicable to the District Properties;
- D. Monitors, in cooperation with the District's Agent, or designated staff, the effectiveness of policies and rules as applicable to the District Properties;
- E. Periodically reviews financial reports from managers.
- F. Reviews proposed donations to the District using the following guidelines:
 - 1. Reviews non-cash donations, with a value of \$500 or more, including, but not limited to, machinery, electronic equipment and large appliances and determines if they are suitable and appropriately intended for the benefit of the District and its Residents and Owners and makes recommendations to the Board regarding acceptance of donations.
 - 2. Persons wishing to make a donation as described in #1 above must complete a donation form available at the Management Office.
 - 3. Items under \$500 in value may be accepted or rejected at the

discretion of the District's Agent or appropriate department manager based on the need, condition or alignment of the facility functions or decor.

4. The Enterprise Advisory Group, the District, or the District's Agent may require an inspection and approval by the HGA Maintenance Department, or another qualified professional, prior to accepting the donation.
5. The District will not accept donations with any restrictions or conditions.
6. All items donated become the property of the District.
7. The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.
8. The District reserves the right to refuse any item at any time during the donation process.
9. The District, in its sole discretion, has the prerogative of using the donated item immediately or may reserve it for the future.

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 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 Rules and Regulations are supplemental thereto.

Section 1. Hours of Operation. The District Facilities are open year-round, with the exception of major holidays. Hours of operation are posted on the Facilities and the Heather Gardens website. The hours of the operations may be changed by the District in its sole discretion.

Section 2. Closure of Facilities. The District reserves the right, in its sole discretion, from time to time to close the facilities to the public and restrict access only to the invitees of a large event. The District will endeavor to limit such closures to events that financially benefit the District or is in the interest of the District as a whole, and to times when the majority of the clientele will not be inconvenienced.

Section 3. Clubhouse Facilities. The District's Clubhouse facilities include meeting rooms, an auditorium, a fitness center, swimming pools and spa, tennis/pickleball courts, a woodshop, an arts and craft room, a game room, a billiard room, a media center and library, a horseshoe court, and a picnic pavilion.

The Management Team shall arrange classes, events, and activities compatible with the facilities and interests of the Owners, Residents, and Users. Meeting rooms, the auditorium, and the picnic pavilion may be reserved/rented for activities and events based on availability, and/or Facility Rental Contract terms and conditions, and the Schedule of Fees and Charges.

- A. Clubhouse arranged classes, events, and activities shall take priority over open usage. Fees for participation will be charged based on the **established** Schedule Fees and Charges. Classes/workshops are open to Owners, Residents, and full-time employees of Heather Gardens Association at the resident or owner fee rate. All other Users may enroll on a space available basis at the non-resident and non-owner rate.
- B. The Clubhouse Manager may introduce and test new classes (referred to as Pop-Up Classes on the Schedule of Fees and Charges) for a reduced class period and fee to determine interest.
- C. Rental rates are calculated on a minimum four-hour base rate and hourly thereafter, as outlined in the Schedule of Fees and Charges.

Clubs/Organizations, defined as groups with headquarters at Heather Gardens having at least 75% of their total membership as Residents or Owners, may reserve Clubhouse facilities at no charge, provided that the club/organization does not charge a fee to those outside their club/organization while hosting the event. The Club/Organization president must schedule the Clubhouse facility with the Clubhouse Manager. Reoccurring events may receive a reduced rental rate as negotiated by the rental agreement. All reservations and rentals must be arranged with the Clubhouse Manager. The Clubhouse Manager has the authority to refuse the scheduling of any event.

The District and HGA Boards have approved our elected officials (State, Federal, Local) to conduct monthly meetings and occasionally additional meetings at no charge. The elected official must reserve the Clubhouse facility through the Clubhouse Manager.

Public rentals shall be consistent with the interest of the District and HGA as a whole. Prior to use of fitness equipment and woodshop machinery all Users are required to view an orientation program or take an orientation class.

- D. Clubhouse operating guidelines may limit the number of Users permitted based on size and activity level and may limit or restrict usage by minors. For example, any activity deemed unsafe may be prohibited and limited hours will be available for children under 16 in the swimming pools, and minors are not permitted in the spa.
- E. Usage of tables in Clubhouse. Requests to set up tables in the Clubhouse

must meet the following requirements:

1. Requests must be submitted to the Clubhouse Manager at least 3 days prior to the date desired.
2. Table requests are on a first come/first served basis.
3. Table location is at the sole discretion of the Clubhouse Manager. Generally, table locations will not be allowed in the entrance lobby area.
4. Table usage may be limited to one day per week.
5. The individual using the table must not approach individuals in the Clubhouse in an unsolicited manner.
6. The individual using the table must provide materials for display, including easels and/or other visual equipment. All materials must be disposed of by the individual using the table when the table is taken down.

F. Cancellations and refunds.

1. Classes may be canceled temporarily or permanently for low participation, lack of instructor, cost increase, holiday, Clubhouse or Facility closure, or special event.
2. Permanent cancellation of a class due to low participation, lack of instructor or long-term facility closure will result in a full refund or credit to be used on another class.
3. Cancellation requests by participants must be made prior to class starting. A service fee will apply to all direct refunds. The service charge will be waived if the participant accepts the refund in a Clubhouse gift certificate to be used for a future class or event. No refunds or credits will be made after 50% of the class session has transpired.
4. In the event that a trip or tour is canceled by the event sponsor, the Clubhouse Manager will receive a full refund that will be passed on to the participants.
5. No refund will be made for trips or tours if the participant is unable to attend. It is the participant's responsibility to resell their ticket/reservation and provide the Clubhouse Manager with notice of the new participant.
6. In the event that a room rental is canceled by the Clubhouse

Manager, a full refund will be issued to the renter. Renters may cancel room reservations and will receive refunds of rental fees according to the following schedule:

- a. Room rental canceled with at least 60 days prior notice to Clubhouse Manager – 100% Refund.
 - b. Room rental canceled with at least 30 days prior notice to Clubhouse Manager – 50% refund.
 - c. Room rental canceled with 29 days or less prior notice to Clubhouse Manager – no refund.
7. Clubhouse Event refunds will only be granted when the event has been canceled by the event sponsor or Clubhouse Manager.

Section 4. Restaurant Facilities: The District's Restaurant facilities include a bar, seated restaurant area, dance floor, patios, and banquet room. The banquet room and/or Restaurant may be reserved/rented for events by Users subject to the Minimum Sales Requirement set forth in the Schedule of Fees and Charges. All reservations and rentals must be arranged with the Restaurant Management and are at the sole discretion of the Restaurant Management.

- A. Reservations/rentals shall be made in person, by email, or by telephone. Seating for small groups will be arranged in the main restaurant.
- B. Reservations/rentals of the Banquet Room or full Restaurant must meet or exceed the Minimum Sales Requirement listed in the Schedule of Fees and Charges. Users shall sign a rental agreement prior to securing the reservation.
 1. If special setup arrangements are needed, they shall be outlined in the rental agreement.
 2. If confetti or glitter is used an automatic penalty for cleanup will be assessed.
 3. Security may be required at the discretion of the Restaurant Manager. The User that secured the reservation will be responsible for all applicable costs thereof.
 4. The damage and cleaning deposit will be forfeited in full if the District's Restaurant facilities are damaged or need excessive cleaning.
 5. All personal items must be removed immediately following the event.

- C. Playing cards, dominoes, and other games are prohibited in the Restaurant unless done as part of a scheduled event in the District's Restaurant facilities.
- D. Cancellations and refunds.
 - 1. In the event of cancellation of a Restaurant facilities' rental by the Restaurant, a refund of the rental fee and damage deposit will be made in full to the renter within 15 days of the cancellation.
 - 2. In the event of cancellation of a Restaurant facilities rental by the renter, a refund of the rental fee and damage deposit less the food and liquor costs incurred by the Restaurant on behalf of the event will be issued to the renter. Costs can occur if the event is canceled within 7 days prior to the event, and the Restaurant is unable to cancel the food/liquor order or is unable to otherwise sell the merchandise purchased.

Section 5. Golf Course.

- A. **Hours of Operation.** The Golf Course is open year-round; however, the Golf Course may be closed if weather conditions make play impractical. Additionally, the Golf Course will be closed on Thanksgiving, Christmas and New Year's Day and may occasionally be closed for maintenance purposes. Hours of operation will depend on the season and the hours of operation will be posted in the golf shop and on the Heather Gardens website.
- B. **Rain Checks.** Rain checks will be issued to players of the Golf Course as a result of Golf Course closure for inclement weather only if the player has not completed five holes and did not start in inclement weather. Rain checks expire on December 31 of the year issued.
- C. **Discounted/Complimentary Play.** Resident discount cards and gift certificates must be presented prior to play. Valid identification may be required as proof of Heather Gardens residency. Golf Course maintenance employees may be granted complimentary plays limited to two (2) per week as tee times may be available. The Golf Manager, as may benefit the Golf Course operations, may grant complimentary play (green fees only), at his/her discretion, not to exceed a total of 150 for the calendar year and not to exceed 50 rounds per month.
- D. **Attire.** While on the Golf Course, golfers must dress with comfort and modesty in mind. Attire deemed unacceptable for all golfers is clothing that is cut, torn, or ragged or allows exposure of private areas and will not be permitted; this includes tops that show mid-drift. When using the Golf Course or Golf practice areas, athletic or Golf shoes are required. Users not complying with this attire

regulation may be denied permission to play on the Golf Course. **Golf Leagues are welcome to develop and enforce their own, more stringent, dress codes.**

E. Assumption of Risk. The District and its agents expressly deny responsibility for the play of any User on the Golf Course. Damage to a person or animal or structure by a golf User's errant shot is an issue between the golfer and the damaged party.

F. Golf Course Reservations.

1. Resident players may make reservations up to fourteen (14) days in advance. Non-resident players may make reservations up to seven (7) days in advance.
2. Players are required to check in fifteen (15) minutes prior to tee time. Failure to do so may result in loss of reservation.
3. Individual tee times will not be accepted during men's and ladies' club events, league and/or non-resident tournaments.
4. An opening tee time reservation delayed by frost or inclement weather will lose the reservation but will be given priority on the stand-by list.
5. A playing adult must accompany individuals under 17 years of age. The Golf Professional has the discretion to waive this rule.
6. Minimum play age is 8 years old.

G. Golf Cart Rental.

1. Rental of a golf cart allows the use of a golf cart for one round of golf for each player, not to exceed two players per cart.
2. A valid driver's license is required for all drivers of golf carts.
3. No motorized golf carts may be on Golf Course when the golf shop is closed.
4. The last rental time for a golf cart will be two hours prior to the closing time of the golf shop.
5. All pull and motorized carts are to be kept off tees, greens, and on paths where a path is roped.

H. Golf Clubs, Tournaments, and Leagues.

1. The Golf Clubs' tournament chairs shall schedule their tournaments with the Golf **Manager** no later than March 15, or at the discretion of the Golf **Manager**.

2. Tournaments canceled due to inclement weather may be made up on another date.
3. Ladies' Golf Club tournaments will be scheduled for Wednesday mornings.
4. Men's Golf Club tournaments will be scheduled for Friday and occasionally on Thursday.
5. Two-day men's and ladies' golf tournaments may take place at the discretion of the Golf **Manager**.
6. Non-resident golf tournaments will be at the discretion of the Golf **Manager** to be scheduled at times with the least resident play.
7. Requests for league play must be made no later than March 15 at the discretion of the Golf **Manager**.

I. Golf Course Use.

1. Practicing/playing on the Golf Course is prohibited except in designated areas. Violators shall be reported to Security.
2. Players will play one ball only, except where rules of golf allow a second ball.
3. Fivesomes are not allowed **during the season**. The Golf **Staff** has the discretion to waive this rule **during the off season**.
4. No private carts will be permitted except pull-type or non-riding type.
5. The Golf **Staff** have the authority to complete a foursome with a casual or other player(s), as needed.
6. A 9-hole round should be played in two hours. Players who are deemed to be too slow will be asked to speed up and may be removed from the course by the Golf **Staff** or a **Security Officer**. Players are encouraged to use continuous putting and holing out when not interfering with another players' line of play.
7. Only the Golf **Manager** is allowed to give lessons for hire.
8. Golf balls in the lakes are the sole property of the District. A player is permitted to recover a ball only if it is easily retrievable without climbing on rocks and without holding up play.

Section 6. 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.

1. 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.
2. 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.
3. The Heather Gardens Association Resident Services Coordinator will be responsible for lease preparation and waitlist management. **Once a person is offered an appropriate size plot a lease must be executed within three (3) business days or the person will be placed at the end of the respective waitlist.**
4. Lessee is required to perform personal active gardening. **Temporary or casual help by others is allowed; however, no plot may be gardened by any other person than the Lessee and their spouse or domestic partner.**
5. At the end of the Lessee's possession, Lessee is responsible for the complete appearance of the plot. Any work required to clean the plot and return it to its original state will be billed to the Lessee and/or its successors.
6. The Heather Gardens Association, the District and its agents may at their discretion temporarily suspend gardening activity within a plot to make any necessary repairs, maintenance, or improvements.
7. The Heather Gardens Association and/or the District reserve the right to enter the Plot, inspect the plot, and notify the Lessee of any deficiencies in the care of the Plot and surrounding areas.
8. 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, Heather Gardens Metropolitan District, Association employees, consultants, licensees, invitees, agents, successors, and assigns from any 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 by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

B. Maintenance of Garden Plots.

1. Lessees **are** required to maintain their plots and the adjacent aisles in a neat and orderly manner, **and free of weeds.**

2. The District will be responsible for maintaining the spigot and the water supply lines to the spigot in working condition. Any repairs to the individual plot water hoses or lines must be made by individual Lessee or hired services.
 3. Lessees are responsible for maintaining garden plot edging (including replacement of any insufficient edging). Lessee is responsible for maintaining, repairing, or replacing terracing materials to ensure a safe and stable hillside for plots adjacent to the CDOT easement. This is to include any stairs or hand railings.
 4. 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.
 5. The District will not be responsible for maintaining plot dividers or any items used by the gardeners such as garden tools.
 6. The Heather Gardens Roads and Grounds Manager will determine when the water is turned on or off during the year.
 7. Gardeners are prohibited from tapping into the water distribution system at any point prior to the individual's spigot in their plot.
 8. The three-foot easement along the CDOT fence is to be kept free of all building material, gardening supplies, tools, and any other materials and weeds. The Gardeners with plots along the easement are responsible for keeping the area clear.
- 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 the 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.
- E. Sheds.** Sheds may be located within the individual garden plots, provided they meet the following standards:
1. Sheds may be erected only within the perimeters of the lessee's individual garden plot.
 2. Sheds must be no larger than three (3) feet by four (4) feet by seven (7) feet.

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 (easement) along the State Highway Department fence. Lessee is responsible for removing any weeds, building materials, other plants, etc. in the easement.
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.
6. No construction of any fence or fencing is permitted.
7. No permanent structures may be added to any plot. Existing structures are exempt. Any such existing structure must be maintained in a clean and orderly manner.
8. No metal posts are allowed. Only wooden posts at a maximum height of 5 feet, which are required for gardening, are permitted. Existing metal posts are exempt.
9. The determination of the violation of any rule is at the sole discretion of Heather Gardens Association Resident Services Coordinator as the designated manager. Violation of any rule could result in forfeiture and reassignment of the plot.

G. Garden Plots Gate. The gate to the Garden Plots must remain locked at all times when it is not being actively used for entering or exiting the Garden Plots.

Section 7. 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.

1. Assignment of individual spaces are subject to the discretion of the District. Once all individual spaces have been leased, the District will maintain a waitlist for leasing individual spaces.
2. 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.
3. 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 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. Lessees 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. Accidental **spillage** of holding tank contents outside of the curb contain area must be immediately reported to Heather Gardens Security.
5. There are separate water faucets with hoses labeled potable (suitable for drinking) and non-potable. **DO NOT USE** the potable hoses to flush holding tanks or rinse discharge hoses. Potable water is to be used only for RV filling and RV’s freshwater tank.
6. 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, or illegal substances, other than those included as an integral part of a factory built-in component of the vehicle, within the RV Lot.
 4. Lessees **are** 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. Lessees **are** 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 actively used for entering or exiting the RV Lot.