



**HEATHER GARDENS METROPOLITAN DISTRICT
BOARD ACTION**

DATE: August 15, 2024

MOTION NUMBER: 2024-8-15-15

MOTION: APPROVE GARDEN CLUB PM-1

Upon the recommendation of the Clubhouse Committee, I move that the Heather Gardens Board of Directors approve the attached HGMD Garden Plots and Club PM-1 and its implementation. Note the updated "Garden Plot Lease Agreement," Attachment #3, Attachment #2, and the schematic of the Garden Plots, will be replaced once the numbering of the additional garden plots has been completed.

ECONOMIC COST TO THE DISTRICT: There is no cost to the District
APPROPRIATED BY:

Motion by: Robin O'Meara

Second by: Eloise Laubach

RATIONALE: Club members and have been working several months to address every situation and issue that may arise with the use, maintenance and management of the garden plots. The Garden Club Procedure Memorandum 1 (PM-1) is essential for the governance and operation of this very valuable amenity to the residents and the District.

DISCUSSION: _____

Secondary Motion: _____

Secondary Motion by: _____ **Second by:** _____

VOTE: _____

VOTE: _____

	YES	NO
Craig Baldwin		
Rita Effler	✓	
Eloise Laubach	✓	
Robin O'Meara	✓	
Daniel Taylor	✓	
Total	4	

YES	NO

The secondary motion does/does not have a majority and passes/fails.
The main motion does/does not have a majority and passes/fails.

Robin O'Meara
Robin O'Meara, Secretary
HGMD Board of Directors

Daniel J. Taylor
Daniel J. Taylor, President
HGMD Board of Directors



**HEATHER GARDENS METROPOLITAN DISTRICT
CLUBHOUSE COMMITTEE
PROCEDURE MEMORANDUM – GARDEN PLOTS & CLUB**

ADOPTED AND EFFECTIVE _____, 2024

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**CLUBHOUSE COMMITTEE
PROCEDURE MEMORANDUM
GARDEN PLOTS & CLUB**

Proposed on July 29, 2024

Adopted by Committee on _____

Adopted by HGMD Board on _____

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

ARTICLE I - PURPOSE

The Clubhouse Committee (CC) is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District). The Garden Club has adopted the within rules and procedures and is an independent club managed by the club members. The District owns the Garden Plot Area and is therefore responsible for the management, operation, and establishment of rules and policies of the Garden Plot Area. The District hereby adopts this procedure memorandum (PM) in furtherance of that responsibility.

The purpose of the CC is to serve in an advisory role and propose policy, operational, and financial recommendations to the District Board to the Clubhouse and other defined areas under its jurisdiction. This PM shall be consistent with the Bylaws, Rules and Regulations, and other administrative or policy procedure memoranda.

The Garden Club shall function in compliance with this PM, and hereby agrees to enforce these procedures consistent with the District' commitment to equal and fair enforcement, and nondiscrimination of any elector of the District. If a violation of these rules or other District rules and regulations occurs, the club president shall notify the chair of the CC and ensure that any disciplinary action that is taken shall be done after notice to the violator of the specific rule and policy violated, and an opportunity to be heard prior to referral to the District Board to take action.

The Garden Club shall work with the CC, District Board and the District's Manager to ensure the operation of the Garden Plot area is consistent with this PM.

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

ARTICLE II - COMPOSITION

The Garden Club shall be composed of the club president and officers chosen by the club members and all garden plot Lessees. Non-plot lessees may attend Club meetings in a non-voting capacity.

ARTICLE III - 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. Meetings. The Garden Club will meet Monthly March thru October and at any additional meetings/events if called by the Club President.

Section 2. Leasing of Plot(s). Individual plots within the Garden Plot area 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.

- A.** The Annual Lease fee is due and payable every year on January 1. If payment is not received by February 1 the lease agreement is automatically canceled and the plot will be reassigned. Lessees are required to sign and submit the lease agreement to the designated District agent.

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- B. 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.
 - C. 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. The person has 30 days to accept the plot, or it will be offered to the next person on the waiting list.
 - D. When a plot is given up either voluntarily or involuntarily the Lessee has 30 days from the surrender date to remove any items that belong to them, such as hoses, plants, stones, etc. Anything left after 30 days from the surrender date shall belong to the new Lessee.

Section 3. Maintenance of Garden Plots. The Garden Plots shall be maintained in a safe and aesthetically pleasing manner.

- A. The District will maintain the main water spigot and the water supply lines to the main water spigot and to the individual water spigots. Every plot has its own individual spigot. Lessees are responsible for repairing and maintaining their own hoses and water lines from their individual water spigot to their individual plots.
- B. Lessees are responsible for repairing and maintaining their plot dividers and any items planted or located within the individual plots. Unused materials (pots, wood, tools, etc.) must be removed or stored in an orderly manner within the plot perimeter.
- C. 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. Weeds must be kept to a minimum and should be removed before they go to seed. Lessees must also remove the weeds from the immediate outside perimeter of their plot, extending into the walkways.
- D. Every leased plot must be actively gardened by the plot lessee every season. (May – October). At least 50% of each garden plot area must be maintained in actual plantings during the gardening season. Spring plot cleaning must be started by May 15 (weeds and debris removed.) Planting must be started by June 15. Winter cleanup must be started by Nov. 15.

- E. Safety is a concern. All exposed ends of fence materials or stakes must be securely covered with a sturdy rubber/vinyl crutch tip or other similar material, so that the tip is protected from cutting/stabbing people. Tennis balls, plastic bottles, cups, and similar items are not to be used, as they are not sturdy enough and wasps gather inside them. Wooden plot perimeters must not be sticking out into the walkways.
- F. Lessees shall not enter garden plots or alter garden contents other than their own, without permission from the other plot lessee. If plants or items extend out from one plot onto another, the extended portion only of the plant or item may be moved or removed by the Lessee who is being extended upon.

Section 4. 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.

Section 5. 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 on the garden bulletin board.

Section 6. Sheds. Sheds may be located within the individual garden plots, provided they meet the following standards:

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

Section 7. Prohibited Activities.

- A. Lessees are prohibited from attaching or hanging tools, artwork, or any other items on the fence surrounding the Garden Plots.
- B. Lessees are prohibited from placing any plants, garden supplies, sheds, trash, or other items within the 3-foot walkway along the State Highway

Department (CDOT) fence.

- C. Pets, other than service animals, are prohibited from the Garden Plot area.
- D. Plants that produce a Schedule 1, hallucinogenic or psychedelic substance are prohibited and will be removed by the District.
- E. Headphones must be used when lessees are listening to music or other audio.

Section 8. Garden Plots Gate. The gate to the Garden Plots must always remain locked when it is not being actively used for ingress or egress to the Garden Plots.

Section 9. Compliance issues will be evaluated by the District Representatives and/or the Garden Rules and Management Advisory Committee elected by the Heather Gardens Garden Club, with notification to HGMD Management if indicated for further action per HG established violation policy.

Adopted the _____ day of _____, 2024,
by the Board of Directors of the Heather Gardens Metropolitan District.

President

ATTEST:

Secretary

**ATTACHMENT 1
GARDEN PLOT FEE SCHEDULE AND FACT SHEET**

Garden Plot & 1 Gate Key Annual Lease

Resident or Owner	\$35.00
Non-Resident and Non-Owner	\$150.00

Additional Keys	
Resident or Owner	\$5.00
Non-Resident or Non-Owner	\$10.00

Number of Spaces: 74

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

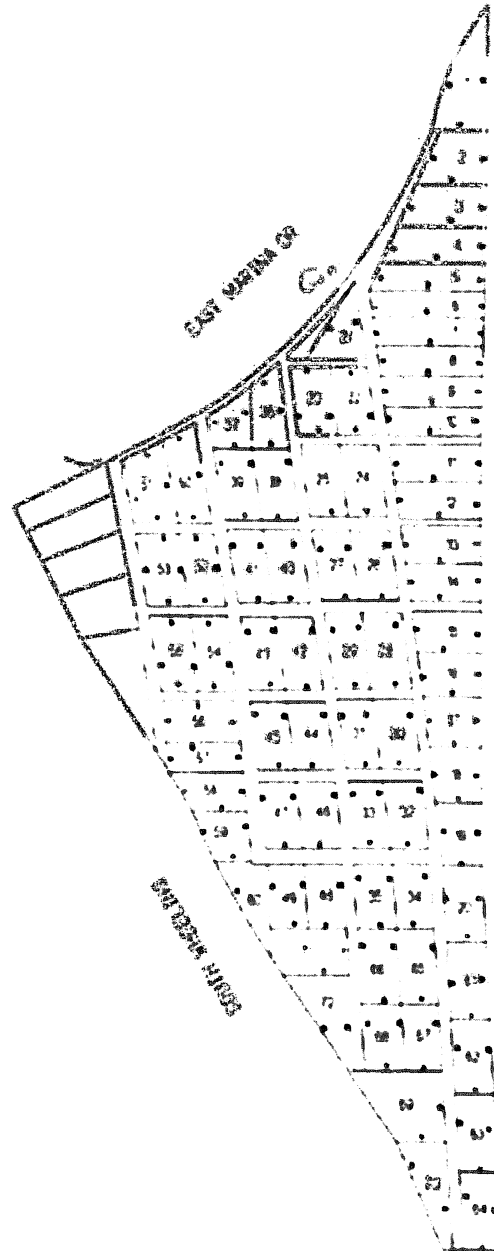
Heather Gardens Metropolitan District
Attention: Accounts Receivable
2888 S. Heather Gardens Way
Aurora, CO 80014

If rental payment is not received by February 1 of any renewal year, the lease shall automatically terminate, and the garden plot shall be reassigned.

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

Waitlist: A waitlist will be maintained by the District. To put your name on the waitlist, go to the HGA Management Office on the second floor of the clubhouse.

**ATTACHMENT 2
SCHEMATIC OF GARDEN PLOTS**



ATTACHMENT 3
GARDEN PLOT LEASE AGREEMENT

EFFECTIVE DATE: _____ PLOT NUMBER: _____

LEASE PERIOD: From: _____ To: _____

ANNUAL RENT AMOUNT: _____

LESSEE NAME: _____

LESSEE PHONE NUMBER and EMAIL:

LESSEE ADDRESS: _____

This Garden Plot Rental Agreement (Agreement) is made and entered into on the effective date first written above (effective date) and by and between Heather Gardens Metropolitan District (District), 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 \$35.00 (rent) (for resident or owner) or \$150 (for non-resident) which is due and payable by the lessee to the District, on the effective date (in a prorated amount for the first of the 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 District hereby grants the Lessee a revocable lease of the plot described above by the plot #, which is located at 13230 East Marina Dr. 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 February 1st of the 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 8014.

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 replacement keys at a charge of \$5.00 per additional key.

4. This agreement shall automatically be renewed on January 1 of each calendar year at the then current rental rate unless the Lessee notifies the District in writing at least thirty (30) days prior to December 31 of its intent to terminate this Agreement.
5. The District may terminate this Agreement at any time by providing the Lessee with Notice at least thirty (30) days prior to the effective date of termination and provided the Lessee is not in default of the terms of this Agreement, refunding the pro-rated amount of rent for the remainder of the year. If the Lessee is in default of the terms of this Agreement, the District may terminate this Agreement at any time after a violation has been provided in accordance with the District Rules and Regulations and the Lessee has been afforded an opportunity to cure or appeal the violation in accordance with the District Rules and Regulations.
6. Lessee agrees to abide by the District Garden Plots and Club Procedure Memorandum, District Rules and Regulations, and all local, state and federal rules, regulations and laws applicable to the Plot and the use thereof, including, but not limited to the City of Aurora's watering restrictions, all of which may be amended from time to time. Lessee acknowledges that Lessee has been given a copy of the current Garden Plots and Club Procedure Memorandum and Heather Gardens Garden Club Bylaws.
7. The District 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.
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 the Heather Gardens Metropolitan District and the District'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 rise out of, in whole or in part, the use of the Plot and District Garden Plot by the Lessee, its licensees, invitees, agents, contractors, subcontractors, employees, successor, and/or assigns.

Signatures below indicate that I have received, read and accepted the above-mentioned terms and conditions of items contained in the Garden Plots and Club Procedure Memorandum AND Heather Gardens Garden Club Bylaws.

HGM District Representative

Date

Lessee Signature

Date