

Special Meeting (via Teleconference)
Thursday, May 20, 2021, at 6:00 p.m.

2021 Regular Meetings – Third Thursday of each Month at 6:00pm

Shawn McGoff, President	Term to May 2022
Josie O’Neill, Treasurer	Term to May 2022
Jill Shadwell, Secretary	Term to May 2023
Maria Elena Daniels, Assistant Secretary	Term to May 2022
Bret Erickson, Director	Term to May 2023

Due to Executive Orders issued by Governor Polis, and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Public Health & Environment, and the risk posed by COVID 19, this meeting will be held via teleconferencing and can be joined through the directions below:

Join Zoom Meeting

<https://us02web.zoom.us/j/81275406098?pwd=TTZBREITL2RIMWZVYzJOTE85SVFIQT09>

Meeting ID: 812 7540 6098

Passcode: 548488

Call in Number: 1-669-900-9128

Agenda:

1. Call to Order – 6:00PM
2. Declaration of Quorum/ Conflict of Interest Disclosures
3. Agenda Revisions, Approval
4. Public Comment
5. Consent Agenda
6. Financial Report/Financial Matters – 6:30PM
7. Legal Matters – 6:40PM
8. Facilities Management/District Operations Report – 6:50PM
9. Board Action Items – 7:00PM
10. District Committee Updates 7:30PM
11. Director Items/Other Business 7:50PM
12. Public Comment
13. Adjournment – 8:00PM

NOTICE OF SPECIAL MEETING AND AGENDA

- 1. Call to Order**
- 2. Declaration of Quorum/ Conflict of Interest Disclosures**
- 3. Agenda Revisions, Approval**
- 4. Public Comment** - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up. In person, please sign in, via Zoom – please raise hand during the time of Public Comment.

5. **Consent Agenda** - The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.
- a. Approve April 15, 2021 Special Meeting Minutes
 - b. Approve Payable Listing in the Amount of \$65,900.20

6. Financial Report/Financial Matters	Speaker	Notes/Minutes
Review and Consider Acceptance of Unaudited Financial Statements	Accountant	<ul style="list-style-type: none"> • Questions/discussion
Other Financial Matters	Accountant/Board	

7. Legal Matters	Speaker	Notes/Minutes
Metro District Name Change	WBA	<ul style="list-style-type: none"> • Update
Other Legal Matters	WBA/Board	

8. Facilities Management/District Operations Report	Speaker	Notes/Minutes
Management Report	RowCal	<ul style="list-style-type: none"> • Property Management
Discuss Safety and Loss Prevention Grant Allocation	RowCal/Board	<ul style="list-style-type: none"> •
Other Management Matters	RowCal/Board	<ul style="list-style-type: none"> • Pillar/Fence Update – Smokey Hill

9. Board Action Items	Speaker	Notes/Minutes
Ratification of approved proposal for park lighting – Blackstone & Nova	RowCal/Maria Elena	<ul style="list-style-type: none"> • Update
Consilium Entrance/Median Design Proposal	RowCal/Bret Eric	<ul style="list-style-type: none"> • Review/Discussion/Approval
Other Board Action Items	Board	

10. District Committee Updates	Speaker	Notes/Minutes
Landscape Committee	Bret Erickson RowCal	<ul style="list-style-type: none"> • Update on Lennar tract turnover • Landscaping Report – questions/discussion

*Regular and Special Meeting Agendas will be posted to the District’s website at www.highplainsmetro.org

		<ul style="list-style-type: none"> – Additional Park Signs – Contractor Transition
Design Review Committee (DRC)	RowCal Shawn McGoff	<ul style="list-style-type: none"> • Residential Guidelines progress
Advisory Committee	Shawn McGoff Josie O’Neill	<ul style="list-style-type: none"> • Advisory Committee Updates •
Social Committee	Josie O’Neill	<ul style="list-style-type: none"> • Social Committee Updates
Website Committee	Shawn/Tim	<ul style="list-style-type: none"> • Landing Page Redesign & FAQs
Security/Safety Committee	Shawn McGoff	<ul style="list-style-type: none"> • Neighborhood Watch

11. Director Items/Other Business	Speaker	Notes/Minutes
SARIA Meeting Update	Shawn McGoff	
WPRA Meeting Update	Maria Elena	
Board Emails from Residents	Board	
Other Director Items	Board	<ul style="list-style-type: none"> • Board Member Roles

12. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up. In person, please sign in, via Zoom – please raise hand during the time of Public Comment.

13. Adjournment

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
HIGH PLAINS METROPOLITAN DISTRICT
HELD
April 15, 2021**

A special meeting of the Board of Directors of the High Plains Metropolitan District was held Thursday, April 15, 2021, at 6:00 p.m. Due to current circumstances related to COVID-19, this meeting was held electronically via Zoom. The meeting was open to the public.

In attendance were Directors:

Shawn McGoff
Josie O'Neill
Bret Erickson
Maria Elena Daniels
Jill Shadwell

Also, in attendance were:

Irene Borisov (RowCal), Clint Waldron (WBA), Curtis Bourgoon (CLA),
Ben Zand (Landtech) & Residents

Call to Order The special meeting was called to order at 6:02 p.m.

Declaration of Quorum

A quorum was confirmed.

Disclosures and Potential Conflicts of Interest

No new disclosures.

Agenda Revisions, Approval

Following discussion and the addition of a Park Lights and Tree proposals, upon a motion duly made by Director O'Neill, seconded by Director Erickson, and upon vote unanimously carried, the Board approved the Agenda.

Public Comments

No initial public comment was mentioned by members present.

Consent Agenda

- Approve March 18, 2021 Special Meeting Minutes
- Approve Payable Listing in the Amount of \$24,486.14

RECORD OF PROCEEDINGS

- Approve the Second Amendment to Independent Contractor Agreement for Five Year Tree Planting Plan, Planting Oversight and Newly Planted Tree Follow-up Inspections.
- Approve Independent Contractor Agreement with The Architerra Group for Inspection Services (Lennar Tracts).

Following discussion, upon a motion duly made by Director Erickson, seconded by Director Shadwell, and upon vote unanimously carried, the Board approved the Consent Agenda.

Financial Report/Financial Matters

Review and Consider Acceptance of Unaudited Financial Statements

Mr. Bourgouin reviewed the financial report with the Board. Provided information on Colorado Trust account which is around .02% as of March compared with 2.5% prior to COVID. This is based on what the economy drives, even C-Safe is down by almost .10%.

Moody Upgrades District to A2 Rating:

Director McGoff provided an update on this article for High Plains – stated that the Bonds were upgraded to an A2 rating with one of the highest jumps seen in a long time. Gave a big congratulations to the accounting staff. Director McGoff mentioned that they will add this information to the website once it has been revamped.

Other Financial Matters

Board asked Mr. Bourgouin to provide an ETA for creating a 10yr projection/forecast for financial transparency. Board is looking for a 3–5-year cash model.

Mr. Bourgouin also mentioned that 47.7% of Metro taxes has been collected compared to last year on the revenue side.

Legal Matters

Metro District Name Change

Mr. Waldron went over the process to change the community's name from High Plains Metro District to Blackstone Metro District. Legal counsel will file a 1-page resolution with the courts and estimated cost for this will be under \$1K. Management has been directed to purchase the BlackstoneMetro.org domain name.

RECORD OF PROCEEDINGS

Following discussion, upon a motion duly made by Director Shadwell, seconded by Director Erickson, and upon vote unanimously carried, the Board approved the creation of a resolution and filing with the courts.

Other Legal Matters

None.

Facilities Management/District Operations Report

Management Report: RowCal

Mrs. Borisov presented the Board with a first look management report and stated that they will become bigger and more descriptive as owners get used to calling and emailing into the care team so that things can be logged.

Management will be providing the Board with view access to Smartwebs once the transition between Summit and RowCal Smartwebs accounts are finalized (estimated May end).

Mrs. Borisov stated that Chelsea Garza will be coming on Board as the new District Manager for Blackstone. She will be in training throughout the remainder of April and May and will officially start as the community manager June 1st. This was requested by the Board in March. She will be a dedicated manager to High Plains with a smaller internal portfolio. She will be providing a monthly report as part of the Board packet.

Mrs. Borisov updated the Board on the following items:

- Pillar and Fence – Smokey Hill: working with the golf club on getting this section of fencing fixed. Per WBA, there are no documents that could be found to state that this section of fencing and the pillar was ever turned over to the District for maintenance/ownership. This section does about the golf course.
- Oxidation of Monuments and Bridges: this is typical from the spring snow/rains. Per Architerra – they suggest waiting until late May or early June to get these areas power washed. By this time, snow should be done within Colorado.
- Lennar Signage: they never responded to the letters that were sent to them back in 2019 – Management will send another set of letters letting them know that they need to get these signs fixed and cleaned up and they need to pay the licensing fees, or they will be removed by the District.

Board Action Items

2021 Capital Spending Plan

Director McGoff provided feedback on the following list of items:

RECORD OF PROCEEDINGS

- Small Park Lighting: proposal and options were provided by Ful Spectrum lighting. Director Daniels and Director Shadwell explained what would be added to this park and that management has asked Architerra to provide the lighting information from the renovated park so that everything matches up. Director McGoff motioned, and Director Erickson seconded to approve a proposal up to \$25K for this project and final approval will be provided by Director Daniels and Director Shadwell. Motion passed unanimously.
- Snow Removal on City Owned Streets: Board asked Ben Zand with Landtech to provide guidance and an updated contract for review at the May meeting. The Board is looking for (on call, spot clearing or a combo snow removal option). Several residents expressed over the past several meetings that they do not want to pay for snow removal on the public streets. Once finalized – management will contact the City to finalize information on insurance requirements, city vendor approval options and permissions.
- Landtech Maintenance Service Contract: After further discussion, Director McGoff motioned, and Director Erickson seconded to approve the contract with the addition of some more detail. This will be finalized by management and approved by Director Daniels. Motion passed unanimously.
- RowCal District Management Services Contract: Director McGoff motioned, and Director Shadwell seconded to approve the contract as presented, motion passed.

District Committee Updates

Landscape Committee

- Lennar Tract Turnover: Director Erickson stated with the approval of Architerra to do the punch list walk – once those results come in, they will be working with Lennar to finalize a transition.
- Landscaping Report:
 - Tree Install/Proposal: This has been approved and the project has been started.
 - This has been placed on hold – Cheryl with work with Ben on plant types so they can be ordered.
 - Julie should be providing a proposal to the committee within the week and will be available to review at the May meeting.
 - Park Sign & Landscaping – Renovated Park – has been paid for and will be finished shortly. Still waiting on proposal for the smaller community park signage from vendor.
 - Contractor Transition – Cox/Landtech – going well.
- Tree Replacement Proposal: After Discussion Director Erickson motioned and Director McGoff seconded to approve the proposal as presented. Motion passed unanimously. Phase 2/3/4 will be done together for this season (2021). Landtech has created a map/spreadsheet to track the existing trees that were replaced last

RECORD OF PROCEEDINGS

year and are under warranty and will share the master document with management and the landscape committee. Trees will be delivered in a phased approach and planted within the same day as delivery.

Design Review Committee

- Residential Guidelines - are in progress.

Advisory Committee

Advisory Committee updates – None.

Social Committee

- Blood Drive – June 29th and will take place at the club.
- C-Core Food Bank – once a month – May 11th & June 8th – email blast will be sent out.
- Diaper drive – this has been completed.
- Kid's event – June 3rd.
- Garage Sale and Dumpster June 4/5
- Pool event – August 26th (Adult only)

Website Committee

- In progress per Director McGoff

Security/Safety Committee

- Neighborhood Watch: separate from the District – Jennifer Dubrow & Tim Flanagan attended the Aurora Kickoff meeting and will report back.

Director Items/Other Business

- SARIA/Director McGoff Meeting Update: Was not able to attend – will provide update at next meeting.
- WPRA/Director Daniels Meeting Update:
 - All emails have been sent out from the YMCA. VIP event on the 11th and opening event on the 14th.
- Board Emails from Residents: None
- Other Director Items: Ben to work with Director Daniels regarding owner inquiries about tree replacements for their individual properties and if that is an option to be offered.

RECORD OF PROCEEDINGS

Public Comments

- Frank Fair provided the following information:
 - Wanted to ask about updates on the proposed school. Seems like it may come close to the backs of many homes along that corridor. Director McGoff mentioned that he might want to go to Cherry Creek website which should provide further information on the construction process. It would be under Elementary School 45 – Director McGoff will send the information and link to the owner.

- Carol Hesketh provided the following information:
 - She wanted to tell the Board that she loves the painting of the brick on the home that was recently approved by the Board/DRC – it looks great.

Adjournment

There being no further business, upon a motion duly made by Director Shadwell, seconded by Director O’Neill, and upon vote unanimously carried, the Board adjourned the meeting at 8:06 p.m.

The foregoing record constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

Secretary for the Meeting
Irene Borisov, CMCA, AMS
District Manager

High Plains Metro District Interim Claims 4/8/21 - 5/14/21

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
4/8/2021	Full Spectrum Lighting, Inc.	Multiple	\$ 2,559.00
4/8/2021	RowCal Corporate CO	Multiple	7,796.00
4/8/2021	Waste Management of Denver	1154806-0178-6	11,449.81
4/8/2021	Xcel Energy	53-8016149-9	1,036.17
4/29/2021	RowCal Corporate CO	Multiple	1,811.05
5/14/2021	CliftonLarsonAllen LLP	2817397	3,460.96
5/14/2021	Cox Professional Landscape Services LLC	Multiple	17,529.15
5/14/2021	Lee Design Group LLC	BST21/03	700.00
5/14/2021	Pet Scoop, Inc.	336052	252.00
5/14/2021	Sequoia Golf Blackstone Country Club	HPMD02/21	992.53
5/14/2021	Waste Management of Denver	1188693-0178-8	11,568.98
5/14/2021	White Bear Ankele Tanaka & Waldron	Multiple	6,744.55
		Total	\$ 65,900.20

HIGH PLAINS METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

APRIL 30, 2021

**HIGH PLAINS METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS**

APRIL 30, 2021

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service - GO Bonds</u>	<u>Debt Service - Revenue</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
ASSETS							
1st Bank	\$ 18,507	\$ 261,718	\$ -	\$ -	\$ -	\$ -	\$ 280,225
Colotrust	2,438,961	232,373	2,657,558	12,789	-	22,468	5,364,149
Accounts receivable	-	53,434	-	-	-	-	53,434
Receivable from Century Communities	1,000	-	-	-	-	-	1,000
Receivable from County Treasurer	119,314	-	138,884	-	-	4,146	262,344
TOTAL ASSETS	<u>\$ 2,577,782</u>	<u>\$ 547,525</u>	<u>\$ 2,796,442</u>	<u>\$ 12,789</u>	<u>\$ -</u>	<u>\$ 26,614</u>	<u>\$ 5,961,152</u>
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ 17,738	\$ 29,479	\$ -	\$ -	\$ -	\$ -	\$ 47,217
Prepaid assessments	-	66,126	-	-	-	-	66,126
Due to Beacon Point	-	-	-	12,789	-	-	12,789
Due to SARIA	-	-	-	-	-	26,614	26,614
Development fees payable	-	-	168,500	-	-	-	168,500
TOTAL LIABILITIES	<u>17,738</u>	<u>95,605</u>	<u>168,500</u>	<u>12,789</u>	<u>-</u>	<u>26,614</u>	<u>321,246</u>
FUND BALANCES							
Fund balances	<u>2,560,044</u>	<u>451,920</u>	<u>2,627,942</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,639,906</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 2,577,782</u>	<u>\$ 547,525</u>	<u>\$ 2,796,442</u>	<u>\$ 12,789</u>	<u>\$ -</u>	<u>\$ 26,614</u>	<u>\$ 5,961,152</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2021**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,288,434	\$ 728,287	\$ (560,147)	\$ 723,461
Specific ownership taxes	93,536	31,133	(62,403)	26,803
Interest income	4,800	254	(4,546)	3,118
Other revenue	2,000	72	(1,928)	-
TOTAL REVENUES	<u>1,388,770</u>	<u>759,746</u>	<u>(629,024)</u>	<u>753,382</u>
EXPENDITURES				
Accounting	52,000	12,453	39,547	13,104
Audit	4,950	-	4,950	-
County Treasurer's fee	19,327	10,925	8,402	10,853
Directors' fees	2,800	1,200	1,600	500
Director and meeting expense	2,500	-	2,500	677
Insurance	35,000	32,821	2,179	25,884
Legal	65,000	19,297	45,703	28,653
Miscellaneous	2,000	1,207	793	1,108
Payroll taxes	214	107	107	77
Election expense	-	-	-	21,293
Website	1,500	150	1,350	150
Contingency	24,709	-	24,709	-
TOTAL EXPENDITURES	<u>210,000</u>	<u>78,160</u>	<u>131,840</u>	<u>102,299</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,178,770	681,586	(497,184)	651,083
OTHER FINANCING SOURCES (USES)				
Transfers to other fund	(1,340,000)	(12,090)	1,327,910	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(1,340,000)</u>	<u>(12,090)</u>	<u>1,327,910</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(161,230)	669,496	830,726	651,083
FUND BALANCES - BEGINNING	<u>1,047,528</u>	<u>1,890,549</u>	<u>843,021</u>	<u>850,147</u>
FUND BALANCES - ENDING	<u>\$ 886,298</u>	<u>\$ 2,560,045</u>	<u>\$ 1,673,747</u>	<u>\$ 1,501,230</u>

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2021**

OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 1,200	\$ 21	\$ (1,179)	\$ 1,279
Operations fee (homeowners)	600,000	270,665	(329,335)	257,982
Operations fee (vacant lots)	30,000	4,557	(25,443)	20,646
Working capital	60,000	6,000	(54,000)	17,500
Design review fees	5,000	-	(5,000)	1,420
Legal collection fees	6,000	455	(5,545)	88
Violations and late fees	5,000	-	(5,000)	465
TOTAL REVENUES	<u>707,200</u>	<u>281,698</u>	<u>(425,502)</u>	<u>299,380</u>
EXPENDITURES				
Legal - collections	6,000	6,253	(253)	1,788
Miscellaneous	2,000	15	1,985	475
Community activities	15,000	-	15,000	-
Design review	5,000	2,285	2,715	900
Facilities management - contract	50,000	15,537	34,463	14,629
Facilities management - costs	13,000	3,080	9,920	4,148
Flowers	45,000	-	45,000	16,432
Irrigation repairs and improvements	50,000	6,628	43,372	151
Landscape maintenance - contract	195,000	30,850	164,150	30,242
Landscape improvements	75,000	1,559	73,441	440
Tree and shrub replacement	125,000	-	125,000	5,260
Safety	120,000	-	120,000	-
Gas and electric	10,000	3,997	6,003	2,794
Trash removal	150,000	45,184	104,816	42,158
Water - irrigation	125,000	3,272	121,728	953
Grounds maintenance	30,000	7,383	22,617	3,001
Holiday lighting	20,000	1,260	18,740	1,272
Lighting	10,000	2,759	7,241	1,134
Playground inspection and repairs	10,000	-	10,000	-
Snow removal	20,000	-	20,000	170
Vandalism	2,000	650	1,350	-
Contingency	37,000	-	37,000	-
TOTAL EXPENDITURES	<u>1,115,000</u>	<u>130,712</u>	<u>984,288</u>	<u>125,947</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(407,800)	150,986	558,786	173,433
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	125,000	-	(125,000)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>125,000</u>	<u>-</u>	<u>(125,000)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(282,800)	150,986	433,786	173,433
FUND BALANCES - BEGINNING	<u>304,113</u>	<u>300,936</u>	<u>(3,177)</u>	<u>352,308</u>
FUND BALANCES - ENDING	<u>\$ 21,313</u>	<u>\$ 451,922</u>	<u>\$ 430,609</u>	<u>\$ 525,741</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2021**

DEBT SERVICE - GO BONDS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,503,173	\$ 849,669	\$ (653,504)	\$ 844,039
Specific ownership taxes	105,222	35,023	(70,199)	30,753
Interest income	9,000	271	(8,729)	7,990
TOTAL REVENUES	<u>1,617,395</u>	<u>884,963</u>	<u>(732,432)</u>	<u>882,782</u>
EXPENDITURES				
County Treasurer's fee	22,548	12,746	9,802	12,661
Paying agent fees	450	-	450	-
Bond interest - Series 2017	1,114,925	-	1,114,925	-
Bond principal - Series 2017	300,000	-	300,000	-
Contingency	2,077	-	2,077	-
TOTAL EXPENDITURES	<u>1,440,000</u>	<u>12,746</u>	<u>1,427,254</u>	<u>12,661</u>
NET CHANGE IN FUND BALANCES	177,395	872,217	694,822	870,121
FUND BALANCES - BEGINNING	<u>1,740,923</u>	<u>1,755,726</u>	<u>14,803</u>	<u>1,531,197</u>
FUND BALANCES - ENDING	<u>\$ 1,918,318</u>	<u>\$ 2,627,943</u>	<u>\$ 709,625</u>	<u>\$ 2,401,318</u>

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2021**

DEBT SERVICE - REVENUE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
TOTAL EXPENDITURES				
NET CHANGE IN FUND BALANCES	-	-	-	-
FUND BALANCES - BEGINNING	-	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2021**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 1,500	\$ -	\$ (1,500)	\$ 5,049
TOTAL REVENUES	<u>1,500</u>	<u>-</u>	<u>(1,500)</u>	<u>5,049</u>
EXPENDITURES				
Monumentation	-	12,090	(12,090)	243,734
Park Improvements	-	-	-	424,147
Entryways	-	-	-	35,381
Capital outlay	1,116,500	-	1,116,500	-
TOTAL EXPENDITURES	<u>1,116,500</u>	<u>12,090</u>	<u>1,104,410</u>	<u>703,262</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,115,000)	(12,090)	1,102,910	(698,213)
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	1,215,000	12,090	(1,202,910)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,215,000</u>	<u>12,090</u>	<u>(1,202,910)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	100,000	-	(100,000)	(698,213)
FUND BALANCES - BEGINNING	<u>350,000</u>	<u>-</u>	<u>(350,000)</u>	<u>1,449,350</u>
FUND BALANCES - ENDING	<u>\$ 450,000</u>	<u>\$ -</u>	<u>\$ (450,000)</u>	<u>\$ 751,137</u>

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2021**

CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes - Regional mill levy	\$ 47,801	\$ 27,020	\$ (20,781)	\$ 26,841
TOTAL REVENUES	<u>47,801</u>	<u>27,020</u>	<u>(20,781)</u>	<u>26,841</u>
EXPENDITURES				
County Treasurer's fee	717	405	312	403
Regional mill levy - Payment to SARIA	47,084	26,615	20,469	26,438
TOTAL EXPENDITURES	<u>47,801</u>	<u>27,020</u>	<u>20,781</u>	<u>26,841</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-
OTHER FINANCING SOURCES (USES)				
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	-	-	-	-
FUND BALANCES - BEGINNING	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Arapahoe County on November 27, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Second Amended and Restated Service Plan approved on July 26, 2010.

The District was established to provide sanitation, water, streets, traffic and safety controls, parks and recreation, and other related improvements for the benefit of the taxpayers and service users within the Districts' boundaries.

As of December 31, 2015, the District had remaining voted debt authorization of approximately \$1,981,510,000. The District has not budgeted to issue any new debt during 2021. Per the District's Service Plan, the District cannot issue debt in excess of \$100,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The method of calculating assessed valuation of residential assessment rates in the State of Colorado changed to 7.15% from 7.20% for property tax years 2019-2020 on June 10, 2019 with a report submitted to the State Board of Equalization. Accordingly, the ARI mill levy increased to 1.113 from 1.105 mills and will remain at this amount for 2021.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Aurora Regional Improvements Mill Levy

Pursuant to the Service Plan, which is dated August 6, 2004, the District is required to impose a 1.000 mill levy for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time. The District is a participant in the South Aurora Regional Improvement Authority. Revenues collected and held under the ARI mill levy will be held in a segregated account for the benefit of the Authority.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.0% of the property taxes collected.

Operations Fee

The District imposes a monthly operations fee on homeowners and vacant lot owners. The fee varies between the two types of owners based on applicable costs to operate the landscape and maintenance of the District property. The fees and associated expenditures are tracked in the Operations Fee fund.

Interest Income

Interest earned on the District's available funds has been estimated based on historical earnings.

Expenditures

General, Administrative, and Operations Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as legal, accounting, audit, managerial, insurance, banking, meeting expense and other administrative expenses. Additionally, the operations expenditures to maintain District property are detailed in the Operations Fee fund.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2017 General Obligation Refunding Bonds. The District's current debt service schedule is attached.

See related notes below under Debt and Leases.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

On June 6, 2017 the District issued General Obligation Refunding Bonds Series 2017 in the amount of \$27,415,000. The proceeds from the sale of the 2017 Bonds were used to (i) refund the District's outstanding Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2005A, (ii) fund an initial deposit of \$1,000,000 to the Surplus Account, and (iii) pay certain costs of issuance of the Bonds.

The Series 2017 Bonds bear interest at rates ranging from 2.375% to 5.000%, payable semi-annually on June 1 and December 1, beginning on December 1, 2017. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2019. The Series 2017 Bonds mature on December 1, 2047. The Series 2017 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.

The Series 2017 Bonds are a general obligation of the District. The full faith and credit of the District are pledged for the payment of the principal of, premium, if any and interest on the Bonds. Without limiting the foregoing, the Pledged Revenue is pledged to the payment of the Bonds, on a parity with Parity Bonds, if any. "Pledged Revenue" is defined in the Bond Resolution to mean: (i) all amounts derived by the District from imposition of the Required Mill Levy and, to the extent not applied to the payment or refunding of the Series 2005A Bonds, the debt service mill levy imposed by the District in 2016 (less costs of collection and any tax refunds or abatements authorized by or on behalf of the County); and (ii) Specific Ownership Taxes. The Series 2017 Bonds are secured by amounts held by the District in the Surplus Account, if any. All of the Series 2017 Bonds shall be additionally secured by a Bond Insurance Policy issued by National Public Finance Guarantee Corp, rated A by Standard & Poor's.

The District has no operating or capital leases.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (continued)

The following is an analysis of anticipated changes in the District’s long-term obligations, subordinate to the Senior Bonds, for the years ending December 31, 2020 and 2021.

	Balance - December 31, 2019	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2020
Reimbursement Agreements				
Lennar - Capital	\$ 15,530,600	\$ -	\$ (15,530,600)	\$ -
Lennar - Capital - Interest	14,687,450	1,087,142	(15,774,592)	-
MS Rialto - Capital	787,397	-	-	787,397
MS Rialto - Capital - Interest	613,408	55,268	-	668,676
MS Rialto - Operations	414,611	-	-	414,611
MS Rialto - Operations - Interest	289,636	29,102	-	318,738
Total	<u>\$ 32,323,102</u>	<u>\$ 1,171,512</u>	<u>\$ (31,305,192)</u>	<u>\$ 2,189,422</u>

	Balance - December 31, 2020	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2021
Reimbursement Agreements				
MS Rialto - Capital	\$ 787,397	\$ -	\$ -	\$ 787,397
MS Rialto - Capital - Interest	668,676	55,118	-	723,794
MS Rialto - Operations	414,611	-	-	414,611
MS Rialto - Operations - Interest	318,738	29,023	-	347,761
Total	<u>\$ 2,189,422</u>	<u>\$ 84,141</u>	<u>\$ -</u>	<u>\$ 2,273,563</u>

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2021, as defined under TABOR.

HIGH PLAINS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2021

<u>Bonds and Interest Maturing in the Year Ending December 31,</u>	\$27,415,000 General Obligation Refunding Bonds Series 2017 Dated June 6, 2017 Rates ranging from 2.375% to 5.000% Interest Payable June 1 and December 1 Principal Due December 1		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 300,000	\$ 1,114,925	\$ 1,414,925
2022	420,000	1,102,925	1,522,925
2023	450,000	1,086,125	1,536,125
2024	500,000	1,068,125	1,568,125
2025	520,000	1,048,125	1,568,125
2026	565,000	1,035,775	1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
	<u>\$ 27,205,000</u>	<u>\$ 19,346,975</u>	<u>\$ 46,551,975</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

High Plains Metropolitan District
Schedule of Cash Position
April 30, 2021
Updated as of May 18, 2021

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Debt Service Fund Revenue</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>							
Balance as of 4/30/21	\$ 18,507.23	\$ 261,718.37	\$ -	\$ -	\$ -	\$ -	\$ 280,225.60
Subsequent activity:							
05/13/21 - Bill.com Payment	(9,893.51)	(31,354.66)	-	-	-	-	(41,248.17)
<i>Anticipated Bill.com Payment</i>	<i>(5,463.81)</i>	<i>(39,564.76)</i>	-	-	-	-	<i>(45,028.57)</i>
<i>Anticipated Balance</i>	<u>3,149.91</u>	<u>190,798.95</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>193,948.86</u>
<u>Colostrust - Savings Account</u>							
Balance as of 4/30/21	\$ 2,438,960.52	\$ 232,372.76	\$ 2,657,557.94	\$ 12,788.76	\$ -	\$ 22,467.95	\$ 5,364,147.93
Subsequent activity:							
05/10/21 - Property tax deposit (April)	119,313.70	138,884.12	-	-	-	4,146.35	262,344.17
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
Development fees payable	-	-	(168,500.00)	-	-	-	(168,500.00)
<i>Anticipated Debt Service Payment</i>	-	-	<i>(557,462.50)</i>	-	-	-	<i>(557,462.50)</i>
<i>Anticipated Transfer to SARIA</i>	-	-	-	-	-	<i>(26,614.30)</i>	<i>(26,614.30)</i>
<i>Anticipated Balance</i>	<u>2,558,274.22</u>	<u>371,256.88</u>	<u>931,595.44</u>	<u>12,788.76</u>	<u>-</u>	<u>-</u>	<u>3,873,915.30</u>
<i>Total by fund</i>	<u>\$ 2,561,424.13</u>	<u>\$ 562,055.83</u>	<u>\$ 931,595.44</u>	<u>\$ 12,788.76</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,067,864.16</u>

Yield Information:

Colostrust Prime (April 2021) - .01%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

HIGH PLAINS METROPOLITAN DISTRICT
Property Taxes Reconciliation
2021

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 26,650.29	\$ -	\$ 17,915.32	\$ -	\$ (399.75)	\$ -	\$ 44,165.86	0.94%	0.94%	\$ 29,885.25	0.52%	0.52%
February	1,097,567.43	-	13,318.91	-	(16,463.51)	-	1,094,422.83	38.65%	39.59%	1,107,563.30	40.97%	41.49%
March	231,005.64	(287.59)	18,956.44	80.37	(3,461.98)	-	246,292.88	8.13%	47.72%	127,002.78	4.21%	45.71%
April	250,038.96	-	15,965.27	91.90	(3,751.96)	-	262,344.17	8.81%	56.52%	363,637.37	13.29%	58.99%
May	-	-	-	-	-	-	-	0.00%	56.52%	85,659.36	2.71%	61.70%
June	-	-	-	-	-	-	-	0.00%	56.52%	1,008,956.80	37.24%	98.94%
July	-	-	-	-	-	-	-	0.00%	56.52%	27,958.18	0.26%	99.20%
August	-	-	-	-	-	-	-	0.00%	56.52%	15,879.70	0.00%	99.20%
September	-	-	-	-	-	-	-	0.00%	56.52%	27,162.21	0.31%	99.51%
October	-	-	-	-	-	-	-	0.00%	56.52%	28,671.65	0.32%	99.83%
November	-	-	-	-	-	-	-	0.00%	56.52%	21,489.91	0.23%	100.06%
December	-	-	-	-	-	-	-	0.00%	56.52%	10,767.25	-0.08%	99.98%
	\$ 1,605,262.32	\$ (287.59)	\$ 66,155.94	\$ 172.27	\$ (24,077.20)	\$ -	\$ 1,647,225.74	56.52%	56.52%	\$ 2,854,633.76	99.98%	99.98%

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
\$ 1,288,434.00	45.38%	\$ 728,286.53	56.52%
Debt Service Fund 1,503,173.00	52.94%	849,668.57	56.53%
Regional 47,801.00	1.68%	27,019.63	56.53%
\$ 2,839,408.00	100.00%	\$ 1,604,974.73	

Specific Ownership Tax

General Fund	\$ 93,536.00	47.06%	\$ 31,133.18	33.28%
Debt Service Fund	105,222.00	52.94%	35,022.76	33.28%
	\$ 198,758.00	100.00%	\$ 66,155.94	

Treasurer's Fees

General Fund	\$ 19,327.00	45.38%	\$ 10,925.47	56.53%
Debt Service Fund	22,548.00	52.94%	12,746.40	56.53%
Regional	717.00	1.68%	405.33	56.53%
	\$ 42,592.00	100.00%	\$ 24,077.20	

Due To SARIA From 2020	\$ 466.61
Pledged Ptax Collected	26,614.30
Payments to SARIA	466.61
Due To SARIA	\$ 26,614.30

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

E1078450

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO Court Address: 7325 S. Potomac Street Centennial, CO 80112 (303) 649-6355	DATE FILED: May 3, 2021 5:53 PM
PETITIONER: HIGH PLAINS METROPOLITAN DISTRICT	
By the Court	▲ COURT USE ONLY ▲ Case Number: 2002CV3383 Div.: 21 Ctrm.: ____
ORDER GRANTING MOTION TO CHANGE NAME OF DISTRICT TO BLACKSTONE METROPOLITAN DISTRICT	

THIS MATTER comes before the Court on a Motion filed by High Plains Metropolitan District for an Order changing the name of High Plains Metropolitan District to Blackstone Metropolitan District. This Court, being fully advised in the premises and there being no objection filed by any person, hereby ORDERS:

That the name of High Plains Metropolitan District is hereby changed to Blackstone Metropolitan District, effective as of the date of this Order.

The current boundaries of Blackstone Metropolitan District are described in the attached Exhibit A, incorporated herein by reference,

SO ORDERED this 3 day of May, 2021.

COMBINED COURT
STATE OF COLORADO } ss.
ARAPAHOE COUNTY }
CERTIFIED to be a full, true and correct copy of the original in my custody.

MAY 11 2021



DATED _____ A.D.

SHANA KLOEK

Clerk of the County Court

By [Signature] Deputy (4 pages)

1336.0028/11/182

BY THE COURT:

[Signature]

DISTRICT COURT JUDGE

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****HIGH PLAINS METROPOLITAN DISTRICT
LEGAL DESCRIPTION**

A parcel of land located in a portion of Section 33, Township 5 South, Range 65 West of the Sixth Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being more particularly described as follows:

BASIS OF BEARINGS: Bearings are based on the Northerly line of the Northwest quarter of Section 33, Township 5 South, Range 65 West of the Sixth Principal Meridian as recorded on plat "High Plains Country Club Subdivision Filing No. 7" on October 20th, 2006, under Book No. 329, Page No. 72-75, Reception No. B6150962 of the records of the Arapahoe County Clerk and Recorder's office, State of Colorado. The Northwest corner is a 3/4 inch aluminum cap stamped "PLS 25942". The North quarter corner is a 3/4 inch aluminum cap stamped "PLS 25942". The Basis of Bearings of said line is South 89° 50' 18" East.

PARCEL 1:

BEGINNING at the Northwest corner of said Section 33;

THENCE South 89° 50' 18" East along the Northerly line of the Northwest quarter of said Section 33 a distance of 2,661.04 feet to the North quarter corner of said Section 33;

THENCE South 89° 49' 48" East along the Northerly line of the Northeast quarter of said Section 33 a distance of 2,662.08 feet to the Northeast corner of said Section 33;

THENCE South 00° 54' 16" West along the Easterly line of the Northeast quarter of said Section 33 a distance of 2,640.31 feet to the East quarter corner of said Section 33;

THENCE South 00° 54' 12" West along the Easterly line of the Southeast quarter of said Section 33 a distance of 2,640.41 feet to the Southeast corner of said Section 33;

THENCE South 89° 59' 28" West along the Southerly line of the Southeast quarter of said Section 33 a distance of 2,640.20 feet to the South quarter corner of said Section 33;

THENCE North 89° 59' 54" West along the Southerly line of the Southwest quarter of said Section 33 a distance of 2,528.56 feet to the Easterly Right-of-Way of Smoky Hill Road (now South Powhaton Road) as dedicated by the plat of Stage Run Filing No. 1 under Reception Number 2445324 of the Arapahoe County records;

THENCE along said Easterly Right-of-Way of Smoky Hill Road (now South Powhaton Road) the following two (2) courses:

1. North 00° 27' 23" East a distance of 2,418.86 feet;
2. North 23° 01' 01" West a distance of 282.43 feet to a point on the Westerly line of the Northwest quarter of said Section 33;

THENCE North 00° 26' 27" East along said Westerly line of the Northwest quarter of Section 33 a distance of 2,617.16 feet to the **POINT OF BEGINNING**.

The above described parcel contains an area of 27,751.431 square feet or 637.085 acres, more or less.

Except the following parcel:

PARCEL 2:

A parcel of land located in a portion of Section 33, Township 5 South, Range 65 West of the Sixth Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 33:

THENCE South 00° 54' 16" West along the East line of the Northeast quarter of said Section 33 a distance of 250.02 feet;

THENCE North 89° 49' 48" West parallel with the north line of said Northeast quarter a distance of 300.02 feet;

THENCE North 00° 54' 16" East parallel with the East line of said Northeast quarter a distance of 250.02 feet to a point on the North line of said Section 33;

THENCE South 89° 49' 48" East along the North line of the Northeast quarter of said Section 33 a distance of 300.02 feet to the **POINT OF BEGINNING**.

The above described parcel contains an area of 75.005 square feet or 1.722 acres, more or less.

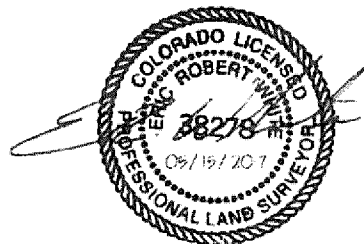
The net area of Parcel 1 less Parcel 2 is 27,676,426 square feet or 635.363 acres, more or less.

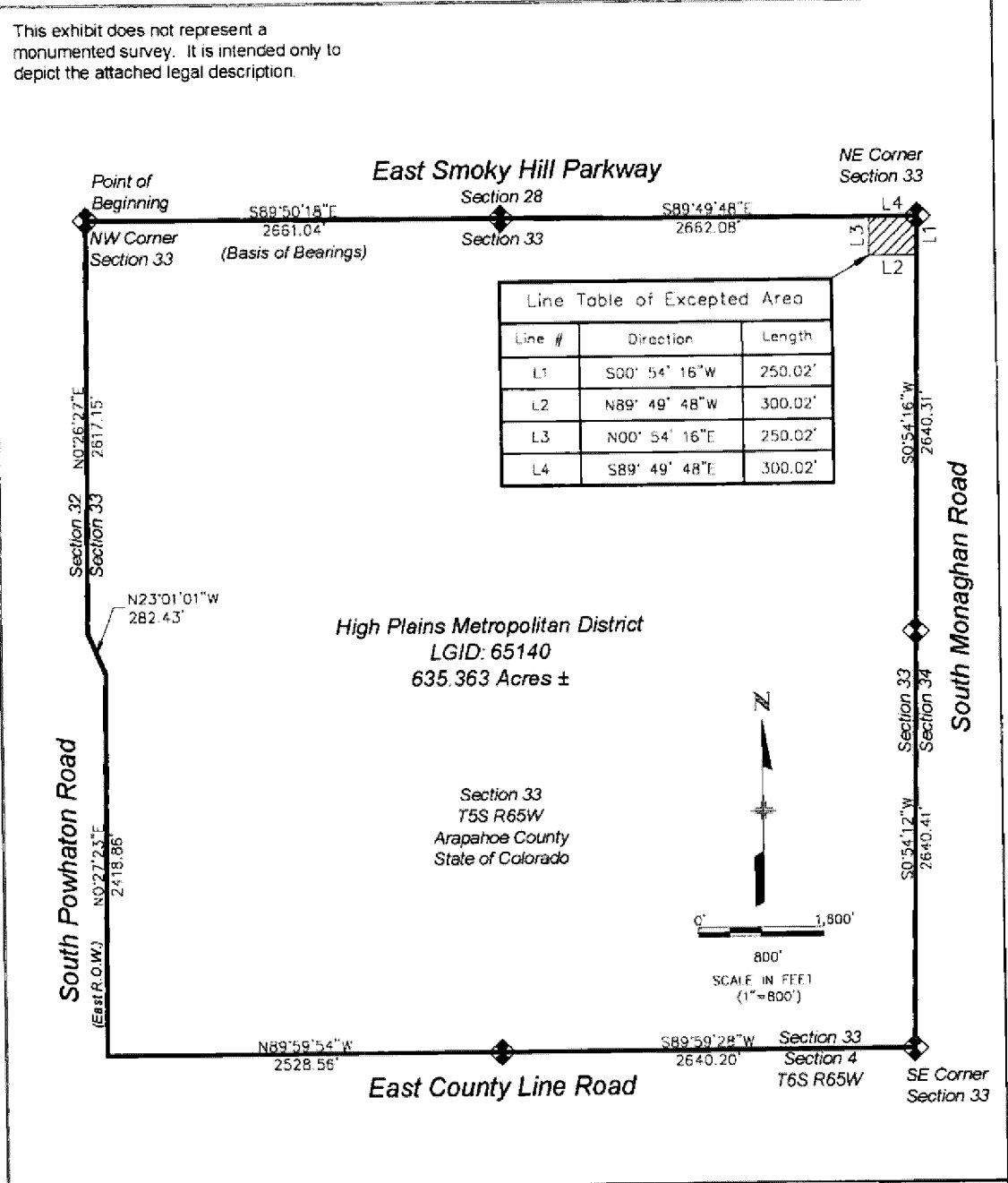
Exhibit attached and by this reference made a part hereof.

I, Eric R. White, a duly registered Land Surveyor under the laws of the State of Colorado, do hereby certify that this legal description was prepared by me or under my direct supervision and that it is correct to the best of my knowledge and belief. It is not to be construed, nor does it represent a monumented land survey.

Eric R. White
Colorado Professional Land Surveyor, License Number 38278
May 15, 2017

NV5, Inc.
1975 Research Parkway, Suite 165
Colorado Springs, CO 80920
Tel: (719) 268-8500





	<p>EXHIBIT FOR LEGAL DESCRIPTION High Plains Metropolitan District</p>	<p>SHEET NUMBER 3</p>
		<p>PREPARED FOR: White Bear Ankaie Tanaka & Waldron DATE: May 15, 2017</p>

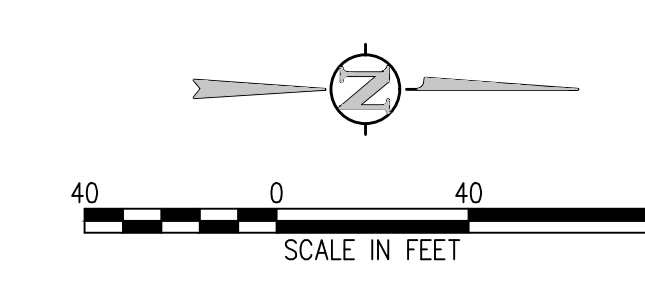
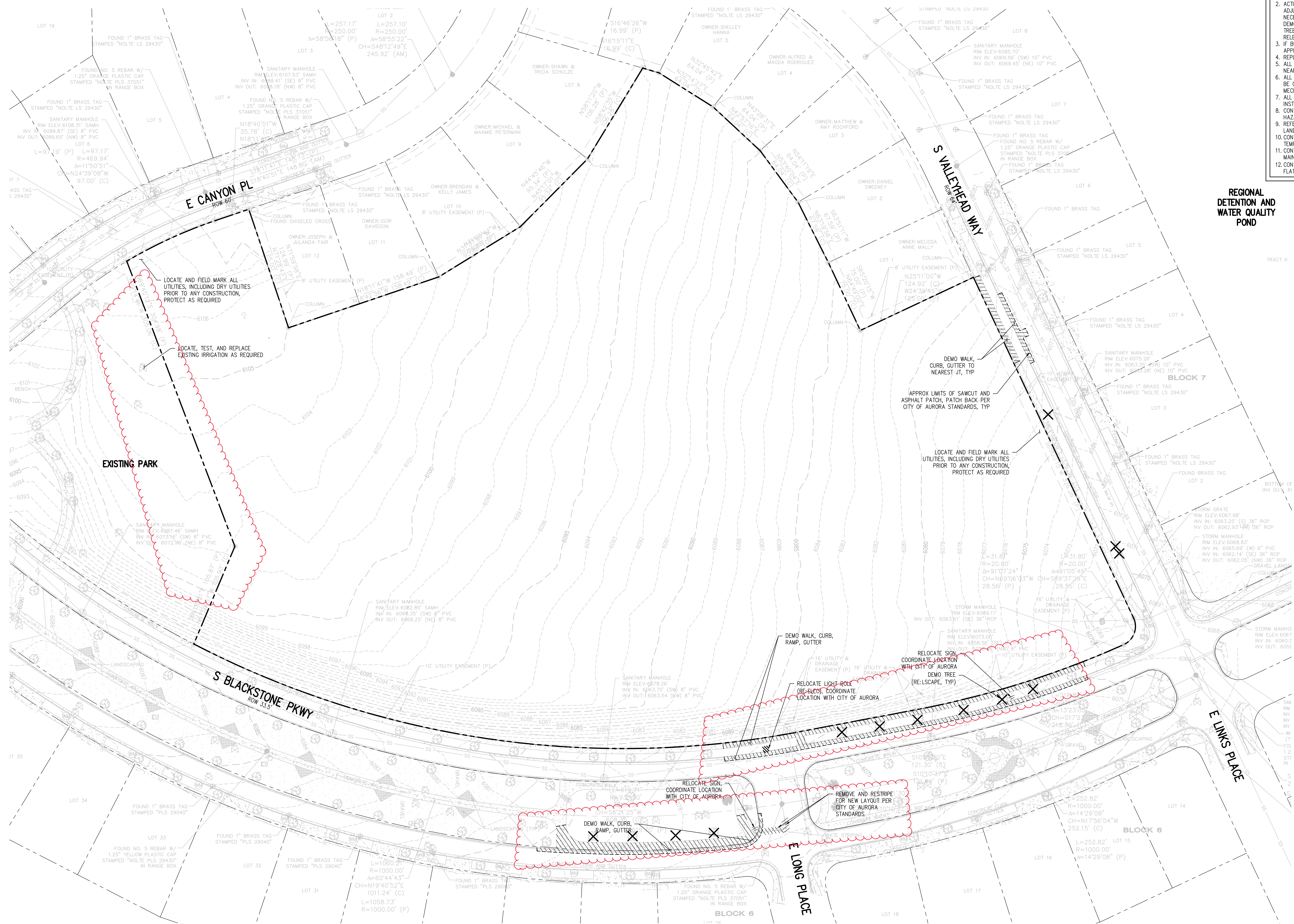
1575 RESEARCH PARKWAY, SUITE 105 COLORADO SPRINGS, CO 80920
719.296.8500 719.296.9200 FAX WWW.NIV5.COM

BENCHMARK:
A GPS DERIVED ELEVATION WAS ESTABLISHED AT AN ONSITE BENCHMARK AT THE NORTHEASTERLY PORTION OF THE SITE, BEING A NO. 4 REBAR WITH 1" PURPLE PLASTIC CAP STAMPED "FLATIRON CONTROL" WITH AN ELEVATION OF 6070.07 FEET. A CHECK SHOT, 0.177- WAS TAKEN ON COUNTY OF ARAPAHOE, BEING A 2" BRASS CAP IN CONCRETE LOCATED 0.56 MILES FROM THE SITE, WITH A PUBLISHED ELEVATION OF 6171.81 FEET (NAVD88).

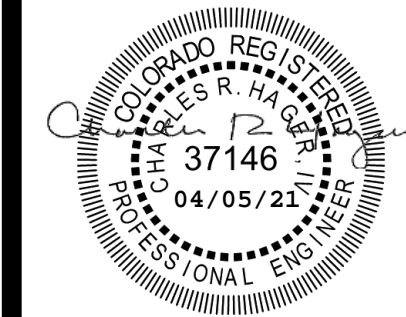
- DEMOLITION NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
 2. ACTUAL LIMITS MAY VARY. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING LIMITS OF DEMOLITION AND CONSTRUCTION AS NECESSARY. COORDINATE DEMOLITION REQUIREMENTS, LIMITS OF DEMOLITION, SALVAGE ITEMS, PROTECTION OF ITEMS TO REMAIN, TREES, FENCING, ETC. WITH OWNER, ARCHITECT, ENGINEER, AND RELEVANT CONSTRUCTION AND PHASING PLANS.
 3. IF BUILDING DEMOLITION IS REQUIRED, REFER TO ARCHITECT AND APPLICABLE ENGINEERS FOR DETAILED DEMOLITION INFORMATION.
 4. REPLACE EXISTING FLATWORK AT UTILITY TRENCHES AS REQUIRED.
 5. ALL SAWCUTTING AND PAVEMENT REMOVAL SHOULD BE TO THE NEAREST JOINT.
 6. ALL DRY UTILITY AND ELECTRIC DEMOLITION OR RELOCATION SHOULD BE COORDINATED WITH PROPERTY OWNER, UTILITY OWNER, MECHANICAL ENGINEER, AND ARCHITECT PRIOR TO CONSTRUCTION.
 7. ALL NECESSARY EROSION AND SEDIMENTATION CONTROLS MUST BE INSTALLED PRIOR TO CONSTRUCTION.
 8. CONTRACTOR TO COMPLY WITH ALL REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIAL REMOVAL AND DISPOSAL.
 9. REFER TO GENERAL NOTES FOR TREE PROTECTION. COORDINATE WITH LANDSCAPE ARCHITECT FOR TREE REMOVAL.
 10. CONTRACTOR TO MAINTAIN SAFE PEDESTRIAN ACCESS. PROVIDE TEMPORARY ROUTE AND SIGNAGE AS NEEDED.
 11. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT AND MAINTAIN SERVICES DURING CONSTRUCTION.
 12. CONTRACTOR TO REPAIR/REPLACE ALL DAMAGE TO EXISTING FLATWORK OR SITE FEATURES NOT INTENDED FOR DEMOLITION.

REGIONAL DETENTION AND WATER QUALITY POND

- DEMOLITION LEGEND**
- DEMILITARY DEMO SURFACE FEATURE
 - DEMILITARY DEMO BUILDING FEATURE
 - DEMILITARY ABANDON SUBSURFACE FEATURE
 - DEMILITARY LIMITS OF SAWCUT
 - DEMILITARY REMOVE EXISTING TREE



CHERRY CREEK ELEMENTARY #45
CHERRY CREEK SCHOOL DISTRICT



DEMOLITION PLAN

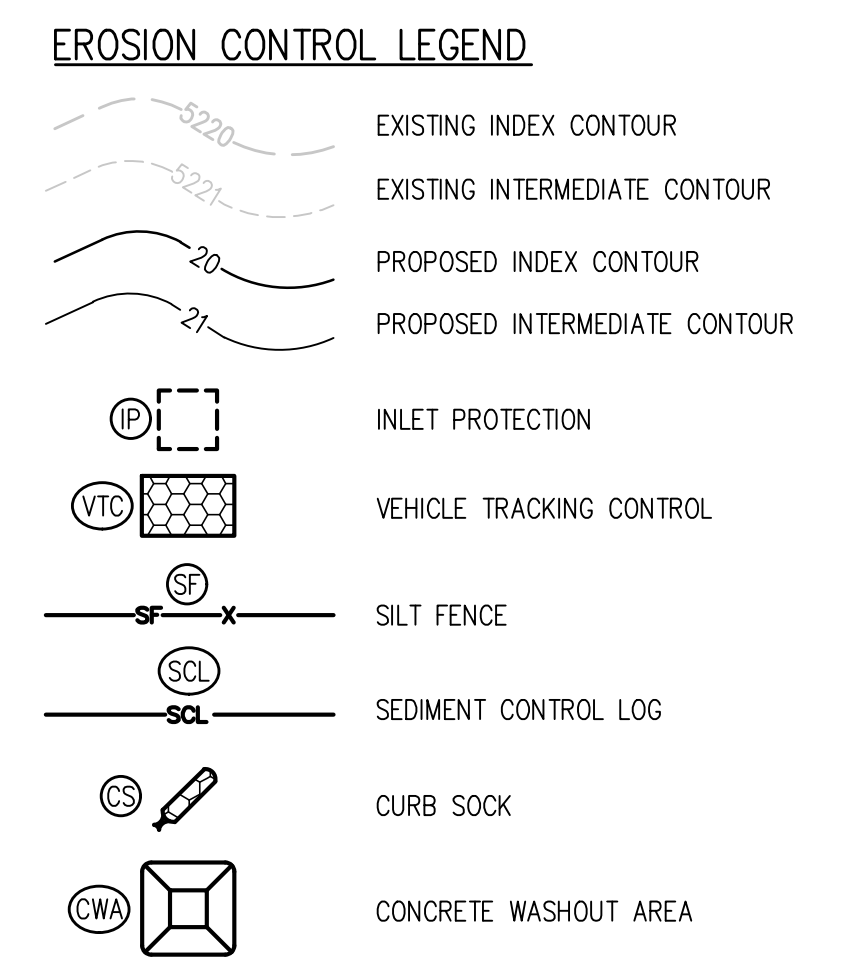
DATE PROJECT NUMBER
2020-026.00
DATE
04-05-2021

REVISIONS
DATE DESCRIPTION

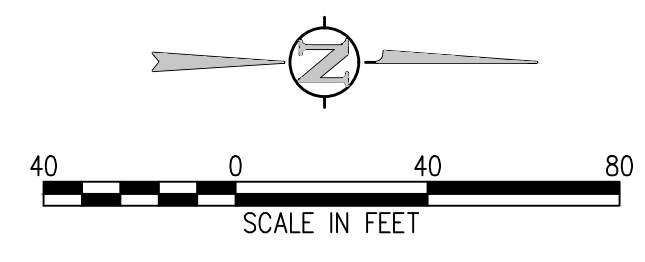
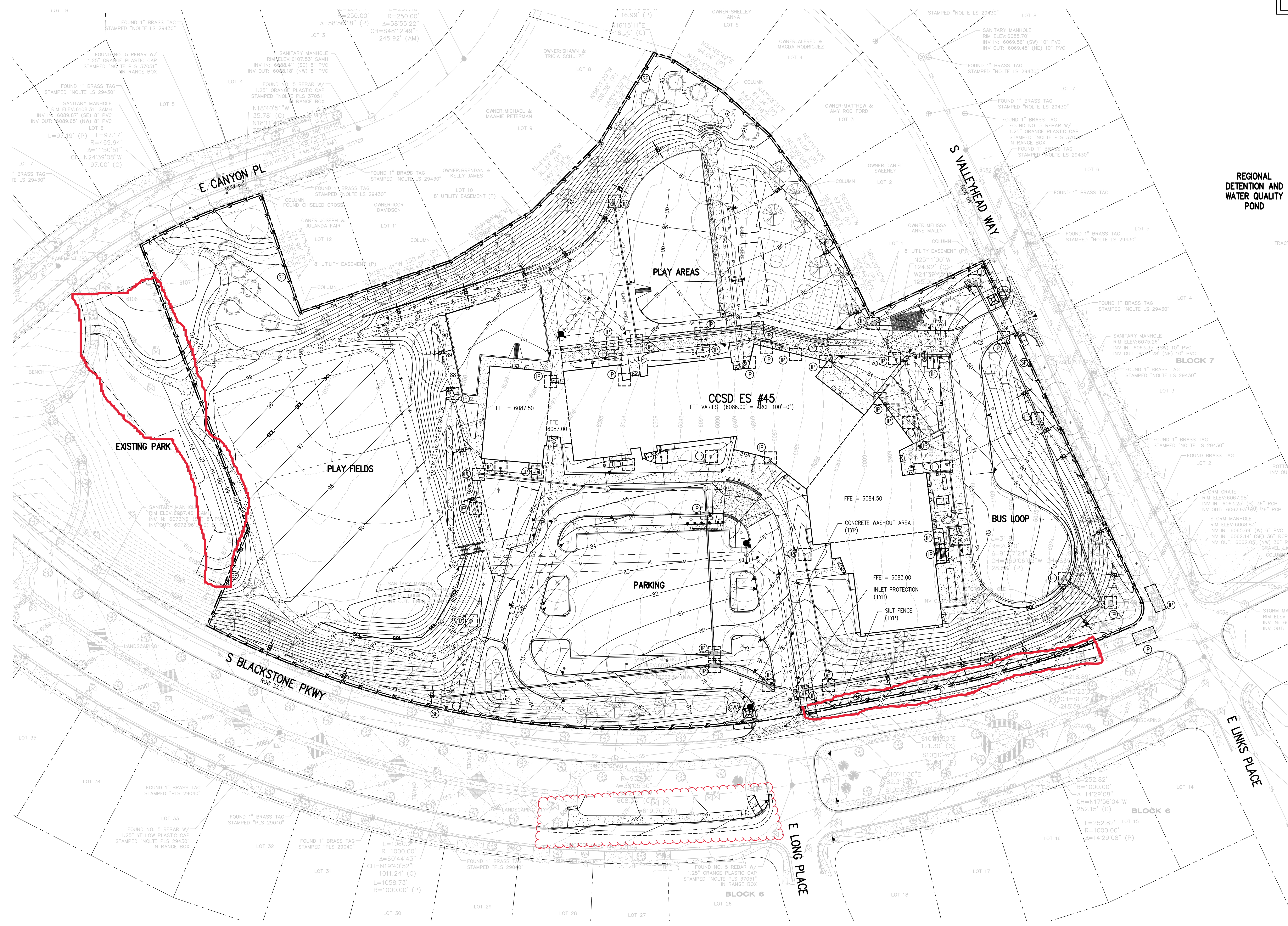
DATE APPROVAL
DRAWN BY
CHECKED BY
ISSUED FOR
CONSTRUCTION DOCUMENTS
SHEET NO.
C003

BENCHMARK:
 A GPS DERIVED ELEVATION WAS ESTABLISHED AT AN ONSITE BENCHMARK AT THE NORTHEASTERLY PORTION OF THE SITE, BEING A NO. 4 REBAR WITH 1" PURPLE PLASTIC CAP STAMPED "PLATONS CONTROL" WITH AN ELEVATION OF 6070.07 FEET. A CHECK SHOT, 0.1+/- WAS TAKEN ON COUNTY OF ARAPAHOE, BEING A 2" BRASS CAP IN CONCRETE LOCATED 0.56 MILES FROM THE SITE, WITH A PUBLISHED ELEVATION OF 6171.81 FEET (NAVDBS).

EROSION AND SEDIMENTATION NOTES:
 1. CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL CONTROLS DURING INITIAL, INTERIM, AND FINAL CONDITIONS.
 2. ALL CONTROLS SHALL BE INSTALLED WITHIN THE PROPERTY LINES UNLESS OTHERWISE SPECIFIED. WHEN CONSTRUCTION ACTIVITIES DISTURB ADJACENT AND/OR RIGHT-OF-WAY PROPERTIES, COORDINATION WITH PROPERTY OWNERS IS REQUIRED PRIOR TO CONSTRUCTION.



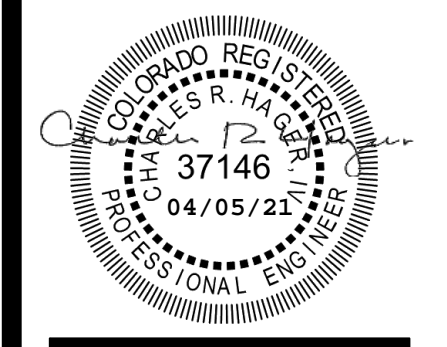
REGIONAL DETENTION AND WATER QUALITY POND



RTA ARCHITECTS
 19 SOUTH TEJON ST., SUITE 300
 COLORADO SPRINGS, CO. 80903
 TELE: 719-471-7566
 FAX: 719-471-1174
 www.rtaarchitects.com

CONSULTING ENGINEERS
 JVA, Inc. 1339 Spruce Street
 Boulder, CO 80502 303.444.1951
 www.jva.com
 Boulder • Fort Collins • Winter Park
 Glenwood Springs • Denver

CHERRY CREEK ELEMENTARY #45
CHERRY CREEK SCHOOL DISTRICT



FINAL EROSION CONTROL PLAN

RTA PROJECT NUMBER
2020-026-00
 DATE
04-05-2021
 REVISIONS

DATE DESCRIPTION
 # DATE DESCRIPTION

DESIGNED FOR
CONSTRUCTION DOCUMENTS

SHEET NO.
C005

J:\33366\Drawings\33366-01-ESP-01.dwg, 4/07/2021, 1:18 PM, #W

DESCRIPTION FOR
EXHIBIT A

A PUBLIC ACCESS EASEMENT OF VARIABLE WIDTH, SITUATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING PART OF TRACT F, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SECTION 33 TO BEAR NORTH 00°23'41" EAST, A DISTANCE OF 2,640.02 FEET BETWEEN A FOUND 3 1/4" ALUMINUM CAP STAMPED "SC R65W T5S T6S S33 S34 S4 2016 PLS 38098" AT THE SOUTHEAST CORNER OF SECTION 33 AND A FOUND 3 1/4" ALUMINUM CAP STAMPED "STANTEC T5S R65W 1/4 S33 S34 2007 PLS 25942" AT THE EAST QUARTER CORNER OF SECTION 33, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE NORTH 69°34'10" WEST, A DISTANCE OF 1,042.79 FEET TO A POINT ON THE EASTERLY LINE OF TRACT F, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2, BEING THE POINT OF BEGINNING;
THENCE NORTH 03°29'26" WEST, A DISTANCE OF 74.74 FEET; THENCE NORTH 00°11'45" EAST, A DISTANCE OF 24.42 FEET; THENCE NORTH 01°47'51" WEST, A DISTANCE OF 21.28 FEET;
THENCE NORTH 02°40'36" WEST, A DISTANCE OF 35.68 FEET; THENCE NORTH 04°53'19" WEST, A DISTANCE OF 33.51 FEET; THENCE NORTH 06°48'56" WEST, A DISTANCE OF 14.38 FEET;
THENCE 27.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.50 FEET, AN INCLUDED ANGLE OF 81°43'31" AND SUBTENDED BY A CHORD BEARING NORTH 47°40'41" WEST, A DISTANCE OF 25.52 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT F; THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID TRACT F THE FOLLOWING THREE (3) COURSES:

1. NORTH 82°18'49" EAST, A DISTANCE OF 5.02 FEET;
2. THENCE 31.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.50 FEET, AN INCLUDED ANGLE OF 91°06'03" AND SUBTENDED BY A CHORD BEARING SOUTH 52°08'10" EAST, A DISTANCE OF 27.84 FEET;
3. THENCE 204.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,034.50 FEET, AN INCLUDED ANGLE OF 11°20'16" AND SUBTENDED BY A CHORD BEARING SOUTH 00°55'01" EAST, A DISTANCE OF 204.37 FEET TO THE POINT OF BEGINNING.

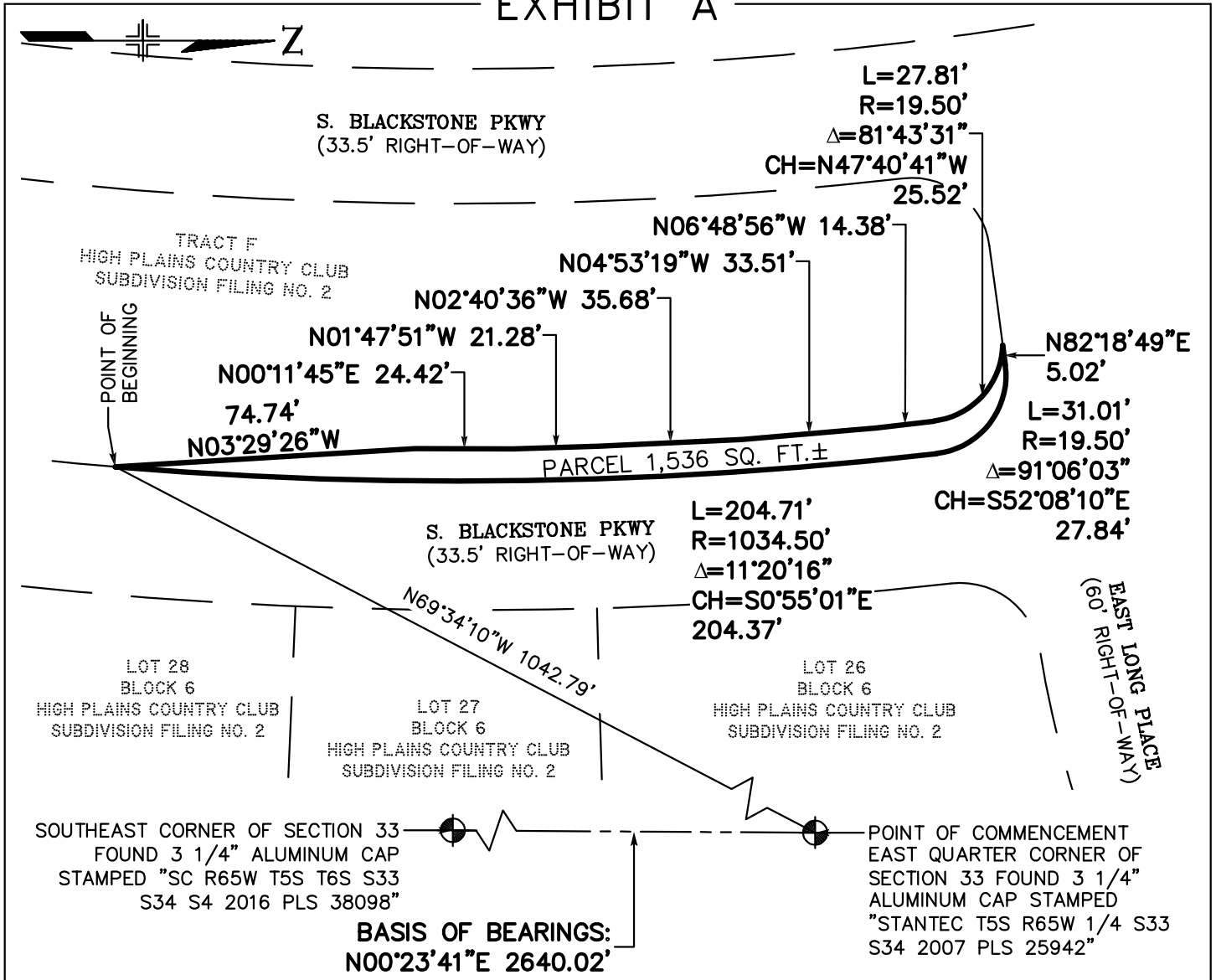
SAID PARCEL CONTAINING 1,536 SQ. FT. (0.035 ACRES) MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

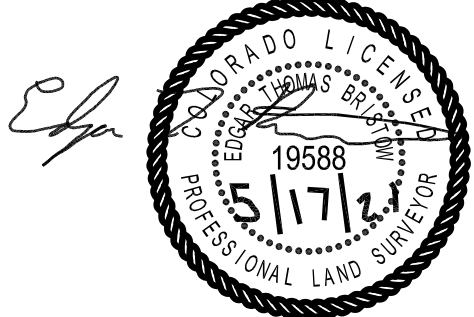
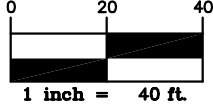


EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

ILLUSTRATION FOR
EXHIBIT A



Legend
 FOUND ALIQUOT MONUMENT AS DESCRIBED



OWNER:
 HIGH PLAINS METRO DIST
 450 EAST 17TH AVE, SUITE 400,
 DENVER, CO 80203

THE ABOVE DESCRIBED PARCEL CONTAINS 1,429 SQUARE FEET (0.03 ACRES) MORE OR LESS.
 This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A PUBLIC ACCESS EASEMENT SITUATED IN THE NE 1/4 OF SECTION 33, T5S, R65W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING PART OF TRACT F, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2
DRAWN BY: C. HARPER	SCALE: 1" = 40'	R.O.W. FILE NUMBER: XXXXXXXXXX	
CHECKED BY: JMB / JS / ML	DATE: 05-14-2021	JOB NUMBER: 20-75,717	

DESCRIPTION FOR
EXHIBIT B

A PUBLIC ACCESS EASEMENT, OF VARIABLE WIDTH, SITUATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING PART OF TRACT L, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SECTION 33 TO BEAR NORTH 00°23'41" EAST, A DISTANCE OF 2,640.02 FEET BETWEEN A FOUND 3 1/4" ALUMINUM CAP STAMPED "SC R65W T5S T6S S33 S34 S4 2016 PLS 38098" AT THE SOUTHEAST CORNER OF SECTION 33 AND A FOUND 3 1/4" ALUMINUM CAP STAMPED "STANTEC T5S R65W 1/4 S33 S34 2007 PLS 25942" AT THE EAST QUARTER CORNER OF SECTION 33, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE NORTH 51°09'29" WEST, A DISTANCE OF 1,515.09 FEET TO THE NORTHERLY POINT OF COMPOUND CURVATURE OF TRACT L, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2; THENCE ALONG THE EASTERLY LINE OF SAID TRACT L, 44.29 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 937.00 FEET, AN INCLUDED ANGLE OF 02°42'30" AND SUBTENDED BY A CHORD BEARING SOUTH 22°43'20" EAST, A DISTANCE OF 44.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID TRACT L THE FOLLOWING THREE (3) COURSES;

1. 174.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 937.00 FEET, AN INCLUDED ANGLE OF 10°40'35" AND SUBTENDED BY A CHORD BEARING SOUTH 16°01'47" EAST, A DISTANCE OF 174.35 FEET;
2. THENCE SOUTH 10°41'30" EAST, A DISTANCE OF 121.30 FEET;
3. THENCE 53.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 932.00 FEET, AN INCLUDED ANGLE OF 03°16'20" AND SUBTENDED BY A CHORD BEARING SOUTH 09°03'19" EAST, A DISTANCE OF 53.22 FEET;

THENCE NORTH 17°55'50" WEST, A DISTANCE OF 50.64 FEET; THENCE NORTH 10°39'37" WEST, A DISTANCE OF 59.35 FEET; THENCE NORTH 10°42'57" WEST, A DISTANCE OF 68.81 FEET; THENCE 32.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 843.03 FEET, AN INCLUDED ANGLE OF 02°10'41" AND SUBTENDED BY A CHORD BEARING NORTH 11°47'03" WEST, A DISTANCE OF 32.05 FEET; THENCE 45.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,285.65 FEET, AN INCLUDED ANGLE OF 02°02'46" AND SUBTENDED BY A CHORD BEARING NORTH 14°18'26" WEST, A DISTANCE OF 45.91 FEET; THENCE 16.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 954.27 FEET, AN INCLUDED ANGLE OF 00°59'09" AND SUBTENDED BY A CHORD BEARING NORTH 16°13'54" WEST, A DISTANCE OF 16.42 FEET; THENCE NORTH 13°08'35" WEST, A DISTANCE OF 75.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,296 SQ. FT. (0.05 ACRES) MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

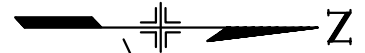
I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



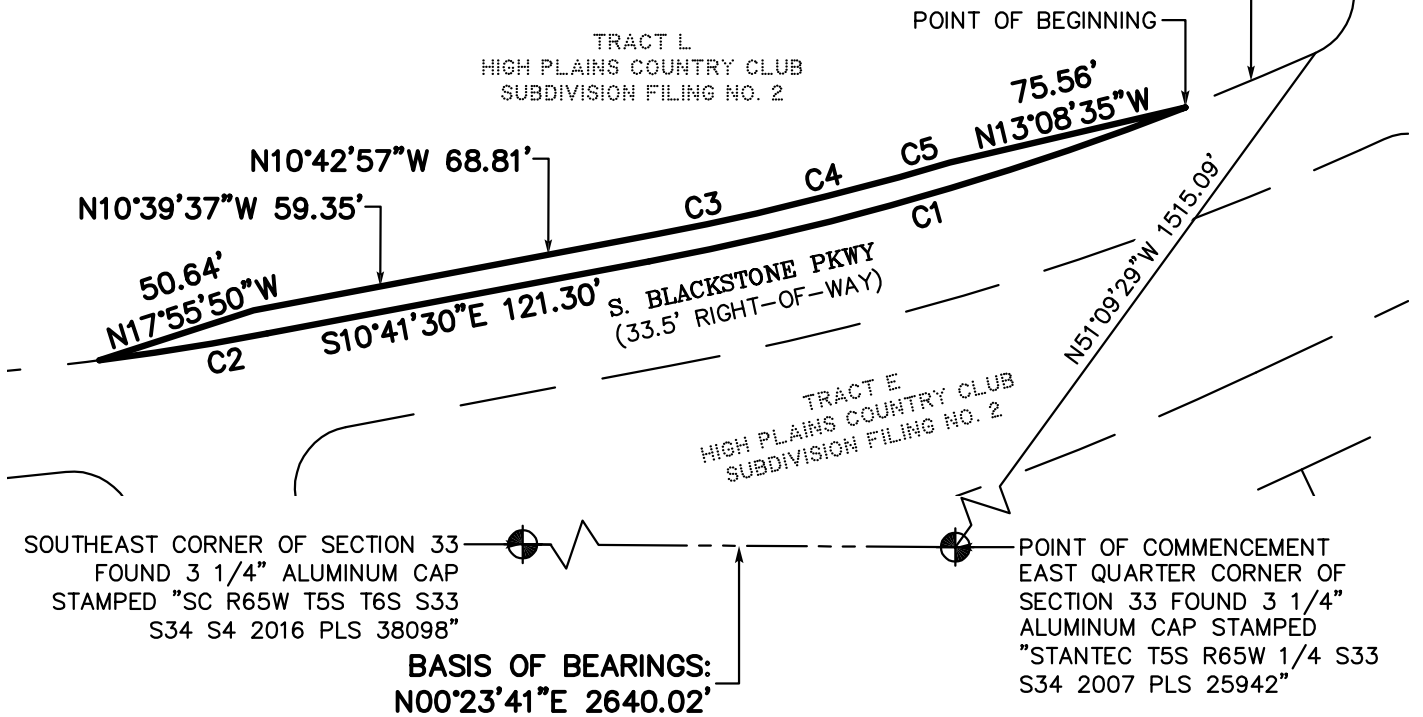
EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

ILLUSTRATION FOR
EXHIBIT B

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	174.60	937.00	10°40'35"	S16°01'47"E	174.35
C2	53.23	932.00	3°16'20"	S09°03'19"E	53.22
C3	32.05	843.03	2°10'41"	N11°47'03"W	32.05
C4	45.91	1285.65	2°02'46"	N14°18'26"W	45.91
C5	16.42	954.27	0°59'09"	N16°13'54"W	16.42



L=44.29'
R=937.00'
Δ=2°42'30"
CH=S22°43'20"E
44.29'



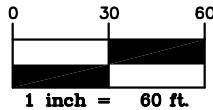
SOUTHEAST CORNER OF SECTION 33
FOUND 3 1/4" ALUMINUM CAP
STAMPED "SC R65W T5S T6S S33
S34 S4 2016 PLS 38098"

POINT OF COMMENCEMENT
EAST QUARTER CORNER OF
SECTION 33 FOUND 3 1/4"
ALUMINUM CAP STAMPED
"STANTEC T5S R65W 1/4 S33
S34 2007 PLS 25942"

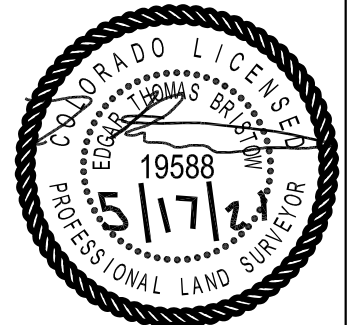
BASIS OF BEARINGS:
N00°23'41"E 2640.02'

Legend

FOUND ALIQUOT MONUMENT
AS DESCRIBED



Edgar



OWNER:
HIGH PLAINS METRO DIST
450 EAST 17TH AVE, SUITE 400,
DENVER, CO 80203

THE ABOVE DESCRIBED PARCEL CONTAINS 2,296 SQUARE FEET (0.05 ACRES) MORE OR LESS.
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A PUBLIC ACCESS EASEMENT SITUATED IN THE NE
1/4 OF SECTION 33, T5S, R65W OF THE 6th P.M.,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF
COLORADO, BEING PART OF TRACT L, HIGH PLAINS
COUNTRY CLUB SUBDIVISION FILING NO. 2

DRAWN BY: C. HARPER	SCALE: 1" = 60'	R.O.W. FILE NUMBER: XXXXXXXXXX
CHECKED BY: JMB / JS / ML	DATE: 05-14-2021	JOB NUMBER: 20-75,717

DESCRIPTION FOR
EXHIBIT B

A PUBLIC ACCESS EASEMENT, OF VARIABLE WIDTH, SITUATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING PART OF TRACT L, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SECTION 33 TO BEAR NORTH 00°23'41" EAST, A DISTANCE OF 2,640.02 FEET BETWEEN A FOUND 3 1/4" ALUMINUM CAP STAMPED "SC R65W T5S T6S S33 S34 S4 2016 PLS 38098" AT THE SOUTHEAST CORNER OF SECTION 33 AND A FOUND 3 1/4" ALUMINUM CAP STAMPED "STANTEC T5S R65W 1/4 S33 S34 2007 PLS 25942" AT THE EAST QUARTER CORNER OF SECTION 33, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 33; THENCE NORTH 51°09'29" WEST, A DISTANCE OF 1,515.09 FEET TO THE NORTHERLY POINT OF COMPOUND CURVATURE OF TRACT L, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2; THENCE ALONG THE EASTERLY LINE OF SAID TRACT L, 44.29 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 937.00 FEET, AN INCLUDED ANGLE OF 02°42'30" AND SUBTENDED BY A CHORD BEARING SOUTH 22°43'20" EAST, A DISTANCE OF 44.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID TRACT L THE FOLLOWING THREE (3) COURSES;

1. 174.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 937.00 FEET, AN INCLUDED ANGLE OF 10°40'35" AND SUBTENDED BY A CHORD BEARING SOUTH 16°01'47" EAST, A DISTANCE OF 174.35 FEET;
2. THENCE SOUTH 10°41'30" EAST, A DISTANCE OF 121.30 FEET;
3. THENCE 53.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 932.00 FEET, AN INCLUDED ANGLE OF 03°16'20" AND SUBTENDED BY A CHORD BEARING SOUTH 09°03'19" EAST, A DISTANCE OF 53.22 FEET;

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SAID PARCEL CONTAINING 2,296 SQ. FT. (0.05 ACRES) MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



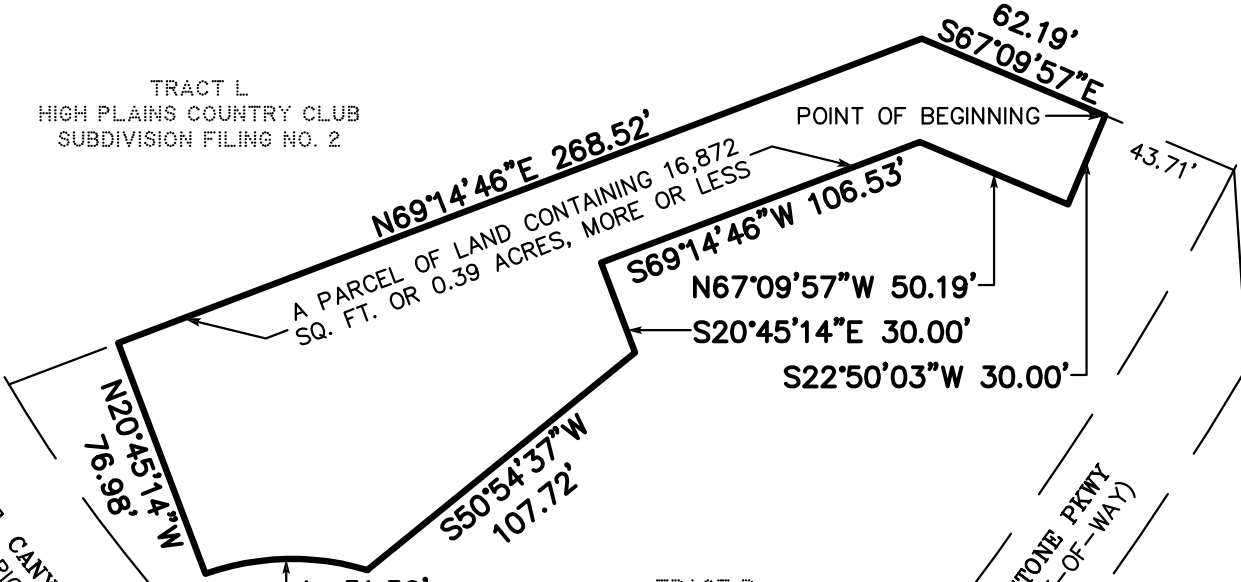
EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

EXHIBIT "A"

LOCATED IN THE NORTHEAST QUARTER OF SECTION 33,
TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

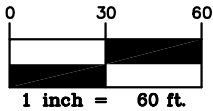
SHEET 2 OF 2

TRACT L
HIGH PLAINS COUNTRY CLUB
SUBDIVISION FILING NO. 2



L=51.50'
R=81.74'
Δ=36°05'46"
CH=S88°44'42"W
50.65'

TRACT R
HIGH PLAINS COUNTRY CLUB
SUBDIVISION FILING NO. 2



Edgar



POINT OF COMMENCEMENT
EAST QUARTER CORNER OF SECTION 33
FOUND 3 1/4" ALUMINUM CAP STAMPED
"STANTEC T5S R65W 1/4 S33 S34 2007 PLS 25942"

BASIS OF BEARINGS:
N00°23'41"E 2640.02'

SOUTHEAST CORNER OF SECTION 33
FOUND 3 1/4" ALUMINUM CAP STAMPED
"SC R65W T5S T6S S33 S34 S4 2016 PLS 38098"

Legend



FOUND ALIQUOT MONUMENT
AS DESCRIBED

JOB NUMBER: 20-75,717
DRAWN BY: C. HARPER
DATE: 05-14-2021

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



Flatirons, Inc.
Land Surveying Services

4501 LOGAN ST.
DENVER, CO 80216
PH: (303) 936-6997
FAX: (303) 923-3180

www.FlatironsInc.com



Orten Cavanagh
Holmes & Hunt, LLC
ATTORNEYS AT LAW

Proposal for
Covenant Enforcement
Services for

**CLIENTS OF
WHITE BEAR
ANKELE TANAKA
& WALDRON**

April 22, 2021



1445 Market Street • Suite 350 • Denver, CO 80202
14 N. Sierra Madre Street • Suite A01 • Colorado Springs, CO 80903
Denver 720-221-9780 • Colorado Springs 719-457-8420
toll free 888-841-5149 • www.ochhoalaw.com

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April 22, 2021

Via E-mail (hhartung@wbapc.com)

Heather L. Hartung, Esq.
White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

Re: Covenant Enforcement Legal Services Proposal of Orten Cavanagh Holmes & Hunt, LLC

Dear Ms. Hartung:

Thank you for your interest in the legal services of Orten Cavanagh Holmes & Hunt, LLC. We understand that White Bear Ankele Tanaka & Waldron is seeking special counsel to prosecute covenant enforcement matters for its special district clientele (“Clients”). Based on this request, as well as our recent discussion, we are providing our proposal to share with your Clients.

Legal Services

Our firm’s partners have over 100 years combined experience providing legal services to Colorado communities at competitive rates. Our firm has extensive experience in covenant and rule enforcement matters, from the demand letter stage through trial and appeal.

We have a dedicated covenant enforcement department including a team of two attorneys and two paralegals. The department is headed by co-managing partner Jonah Hunt.

Our covenant enforcement team as well as our transactional attorneys regularly counsel clients on covenant matters even before the manager sends initial contact to the potential violator. We have found that these initial discussions help our clients identify potential roadblocks to enforcement so that they may be addressed proactively rather than as a defense in a litigation matter.

We understand that your Clients enforce covenants through their own district declarations or through an assignment from a common interest community. As a result, different statutory frameworks apply to districts in how they pursue their enforcement obligations. While there are differences with respect to districts and common interest communities and the laws that may apply in covenant enforcement, the objective of obtaining compliance is the same.

Regardless of which statutes apply in a given circumstance, our operating philosophy in these matters is to seek or induce voluntary compliance from the owner if at all possible. When voluntary compliance is not obtainable, we prosecute each case diligently to trial in order to obtain compliance.

Engagement of our Law Firm

Our hourly rates for 2021 for our principal attorneys range from \$315 - \$355 per hour. The rates for associate attorneys range from \$225 - \$295, and the hourly paralegal rates are \$100 - \$120.

We have included a generic engagement agreement with the description of legal services, but we are happy to provide tailored proposals and engagement agreements specifically for any of your Clients requesting covenant enforcement services. We welcome any questions regarding our services or our proposed engagement agreement, and are available to meet or interview with your firm's Clients to discuss the same. We look forward to the opportunity to assist any of White Bear Ankele Tanaka & Waldron's Clients for their covenant enforcement needs.

Sincerely,

ORTEN CAVANAGH HOLMES & HUNT, LLC



Jonah G. Hunt
Co-Managing Partner



Lauren C. Holmes
Co-Managing Partner

COVENANT AND RULE ENFORCEMENT

Orten Cavanagh Holmes & Hunt recognizes that districts and their managers desire effective and expeditious resolution of covenant and rule violations.

Attorneys at our office have extensive experience in the covenant enforcement process. At every stage, our firm seeks compliance from the owner when possible. Sometimes, it only takes the act of handing the matter over to our attorneys to let the owner know that a district is taking the violation very seriously. A demand letter from our attorneys, which puts the owner on notice, frequently brings the matter to an early conclusion. Effective enforcement starts with communicating with the violator to try to get the violation corrected voluntarily.

Yet, a demand letter and/or notice of covenant violation is not always enough to accomplish compliance. At this stage we consult with the board and management on additional enforcement steps, including filing suit in either county or district court.

Our firm has an established track record of success in covenant enforcement lawsuits, including cases involving unusual or complex nuances, as well as those involving acrimonious owners.

We charge reasonable fees for preparation of demand letters, and when desired, to prepare and record notices of violation or to take the owner to court. We seek to collect attorney fees from the owner whenever possible, if appropriate given the context of the violation. However, compliance is first and foremost our main objective.

Covenant and Rule Enforcement Services

- Consultation with the board and/or management
- Document review and interpretation
- Covenant enforcement policy preparation or revisions
- Demand letters
- Notice of covenant violation – recorded against the owner’s real property
- Settlement stipulation - after demand letter
- County or District court lawsuits (typically injunctive in nature)
- Collection of monetary awards obtained in covenant enforcement litigation
- Credit reports or skip traces by the law firm
- Monthly Status Reports – No Charge
- Other miscellaneous covenant enforcement services

TEAM



JERRY ORTEN
Special Counsel



CANDYCE D. CAVANAGH
Partner



LAUREN C. HOLMES
Co-Managing Partner



JONAH G. HUNT
Co-Managing Partner



HAL KYLES
Partner



AARON J. GOODLOCK



KELLY G. MORROW



ERIC R. McLENNAN

*Attorney biographies can be accessed by hovering over and selecting attorney's name or can be provided upon request.



CONNOR B. WILDEN



JOSEPH A. BUCCERI

Thank you for selecting Orten Cavanagh Holmes & Hunt, LLC (the “Law Firm”) to provide legal services as requested by the District. Requests for services may be made by the District’s manager or staff, or a designated board member liaison. The following includes the District’s terms of engagement of the Law Firm. Please note that this agreement becomes effective when the Law Firm receives a duly signed copy of the agreement and the Law Firm is not required to provide professional until such receipt.

Representation of the District - The Law Firm represents the District. The Law Firm’s professional responsibilities, and those of its attorneys and paralegals, run to the District. The Law Firm does not represent the board of directors, any individual board members or officers, the manager, the management company, or owners within the District, unless expressly authorized by the District and agreed to by the Law Firm. It is agreed to that the Law Firm will also communicate with and liaise with the District’s general counsel law firm, White Bear Ankele Tanaka & Waldron, as needed or requested.

Law Firm Responsibilities - The Law Firm will provide legal counsel and assistance on matters referred to us. We will rely upon information and guidance the District provides. We will keep the District reasonably informed of progress and developments and respond to its inquiries.

District Responsibilities - In order to enable the Law Firm to provide legal services, the District agrees to disclose fully and accurately all facts and keep our Law Firm apprised of all developments relating to matters referred. The parties agree that the Law Firm has the right to rely on information and documents provided by the District or its agents.

The District agrees to cooperate fully as needed and to be available to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to matters referred.

Fees of the Law Firm

Hourly Rates - For services not covered by a specific flat fee, hourly rates apply. The hourly rates for the Law Firm’s professionals range from \$315 - \$355 for principals, \$225 - \$295 for associates, and \$100 - \$120 for paralegals.

Covenant and Rule Enforcement - Legal services to assist the District in enforcing the covenants and rules are performed on an hourly basis. Typical services involve reviewing existing correspondence between the District and the owner, sending a demand letter, discussing the matter with the owner, and pursuing legal action through the courts, if necessary.

Collections - To the extent that collection services may be needed in connection with a covenant enforcement matter, we will coordinate with the District’s general counsel to determine the most efficient method of collection.

Litigation - We are available to represent the District in other litigation when necessary to protect its rights, if such assistance is requested by the District’s general counsel and/or the District. Fees are billed on an hourly basis.

Costs - The District authorizes the Law Firm to advance costs and expenses on its behalf as the Law Firm deems advisable. These advanced costs will be billed to the District monthly for reimbursement. These expenses may include court costs, fees, service of process costs, title company costs, recording fees, or other expenses. Photocopy costs for litigation services or extraordinary projects will be billed at \$.15 per copy. Mailing costs for extraordinary projects will be billed per item or as an administrative fee of 1% applied to our statements, as determined by the Law Firm.

Travel - Travel time is billed at ½ the hourly rate from the Law Firm’s Denver or Colorado Springs office. In the event travel extends beyond Denver and Colorado Springs, mileage is charged at IRS rates.

Billing and Payment - Our fees are not contingent unless the Law Firm is engaged under an agreement providing for contingent payment. If the Law Firm has not received any comment about a statement within 30 days of its receipt, it assumes the District found it acceptable.

Payment is due 30 days from the date of the statement. Services are billed based on hourly rates or specific fee agreements. Invoices for hourly services will show the time spent performing services billed in tenth-of-an-hour increments, with a minimum charge of one-tenth.

Interest, at the rate of 18% per annum, is payable after 60 days. In the event the Law Firm files suit to recover unpaid legal fees, the prevailing party is entitled to its attorney fees.

Attorney-Client Communication - Our communications and statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the District, board members, officers and any manager or management company sees the privileged material, we recommend that you keep all such communications and statements in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Estimates of Fees for Services - From time to time, the District may ask the Law Firm to make an estimate of the fees for completing all or part of a matter. Because it is often difficult to estimate how much time it will take to complete it, the Law Firm treats any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise the District when nearing the estimated price, and will also advise if we become aware that the estimate may be exceeded. At that time, the District may decide whether to terminate work on the matter, modify the referral, or proceed to completion with a different cost estimate.

Files at the Law Firm - The Law Firm maintains the District's files in electronic format. The District authorizes the Law Firm to digitize documentation received and destroy paper versions of any document if, at the discretion of the firm, they are no longer necessary to retain.

No Guarantee - The Law Firm will perform professional services on the District's behalf to the best of its ability, but cannot make and have not made any guarantees regarding the outcome of the work. Any expressions by the Law Firm or its employees about the outcome are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Completion of Matter - After a particular matter is completed, the Law Firm does not (unless the District specifically requests in writing that we do so) undertake to continue to review that matter and update the District concerning legal developments, such as changes in applicable laws or regulations. If the District does ask us to review a specific matter on which we have previously worked, we consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant, we are not undertaking to do so as a part of our representation.

Termination of the Law Firm - The District's engagement of the Law Firm may be terminated at any time, by either party. Upon termination, all amounts due and owing and incurred in withdrawing from representation of the District are to be paid upon receipt.

The Law Firm's engagement is based on the above Terms of Engagement. Terms and fees may be updated upon written notice from Orten Cavanagh Holmes & Hunt.

Electronic Delivery of Statements: Monthly billing statements are delivered to the District electronically.

Billing email address: _____

Check here to opt out of electronic delivery. If opted out, statements will be mailed to the billing address.

Billing Address	Mailing Address (if different)
Address, City, State and Zip Code _____ _____	Address, City, State and Zip Code _____ _____

This Agreement is effective upon receipt by Orten Cavanagh Holmes & Hunt.

Agreed to and accepted on: _____, 2021.

DISTRICT (PLEASE PRINT NAME)

By: _____
Authorized Agent

Title



April 16, 2021

White Bear Ankele Tanaka Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Denver Office
Jeffrey B. Smith
Direct 303.991.2066
jsmith@altitude.law

Re: *Altitude Community Law P.C. Legal Services Proposal*

To Whom it May Concern:

Thank you for your interest in the legal services we can provide for your District. Enclosed are materials describing our experience, philosophy, services and fees, specifically related to Covenant Enforcement. We offer a variety of fee programs, including flat fees and retainers, to suit the needs of individual districts. To determine what fee program may best suit your District, please give me a call after you have had a chance to review the enclosed material.

How we will work with you. Our experience enables us to partner with your District and your current legal team to provide tailored, creative solutions that best meet the District's unique needs. As the trusted leader in community association law in Colorado, we have over 100 years combined experience and have successfully represented more than 2,000 associations and metro districts. We make every effort to understand your issues and constraints and will alert you when we see an opportunity or potential problem that is beyond the District's immediate need, while keeping your budget in mind.

Value-added benefits of partnering with Altitude Community Law P.C. We are committed to providing our clients with up-to-date information, education and tools to help you govern your community proactively and positively. We offer education programs designed exclusively for board and committee members. The 2021 education schedule is available on our website, www.altitude.law/education. From our website you also may register for our blog, webinars and e-newsletter, to keep up-to-date on current issues that may impact your association.

Next steps. If you desire to hire our firm, please complete and return the 2021 Legal Services and Fee Summary Agreement. To take advantage of one of our retainer programs, check the appropriate retainer box on page 4 of the Agreement.

Feel free to contact me with questions or comments after you've had an opportunity to review the enclosed materials. We would be happy to attend a board meeting to meet you, listen to your concerns and discuss how we can assist your association.

Sincerely,



Jeffrey B. Smith
Altitude Community Law P.C.

JBS/ca
Enc.
07364188.DOCX



2020-2021 LEGAL SERVICES AND FEE SUMMARY AGREEMENT

The following is a summary of the fees and charges for the various legal services offered by Altitude Community Law.

Our retainer programs reduce your association's legal expenditures and simplify the budgeting process by establishing a **fixed monthly fee**. This fee purchases the essential legal services your association requires, making us available to you as needed. We now offer **three** retainer packages to better fit your needs.

RETAINER SERVICES AND BENEFITS

For a yearly fee of **\$2,400**, payable monthly at **\$200 per month**, retainer clients receive the following legal services and benefits without further charges:

Phone Calls. We will engage in unlimited telephone consultations with a designated board member or association manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple Board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

Reduced Hourly Rates. For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys and \$10 per hour less than our non-retainer rates for paralegals.

In-Office Consultation. We will meet with a designated board member and/or the association's manager in our office for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

Attendance at Board Meeting. At your request, we will attend one board meeting per twelve-month period for up to one hour. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Audit Response Letter. We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review your annual financial audit upon completion.

Periodic Report. We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

DORA Renewal: We will prepare and file your renewal report with DORA if requested.

RETAINER PLUS SERVICES AND BENEFITS

For a yearly fee of **\$3,000**, payable monthly at **\$250 per month**, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, **Retainer Plus** clients will receive the following additional services:

Email Consultations. We will engage in 30 (thirty) minutes of email consultations every month with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

SB100 Policy Update. We will provide one free SB100 Policy update for your association.

Credit Card Payments. For Retainer Plus clients, we will accept homeowner payments via credit card.

PREMIUM RETAINER SERVICES AND BENEFITS

For a yearly fee of **\$6,000**, payable monthly at **\$500 per month**, we will provide the following legal services and benefits without further charges:

In addition to the services provided to **Retainer and Retainer Plus** clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will communicate with your designated board member and the association's manager via email up to **60 (sixty) additional** minutes every month which includes minor research.

Attendance at **one additional Board Meeting** per year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Other needed revisions to SB100 Policies required by new legislation reduced by \$100.

RETAINER SERVICES GENERALLY

We will send notices of renewal of retainers annually. Upon expiration, the retainer will automatically be renewed on a monthly basis until we receive a notice to terminate.

FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The association will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The association understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2020-2021 non-retainer clients are \$95 - \$155 for legal assistants/paralegals, \$300 - \$350 for attorneys. Non-retainer clients are billed hourly for all phone calls.

TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing

you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of ten (10) years, after which it may retain, destroy or otherwise dispose of them.

PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus, we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law, you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

GENERAL TERMS FOR ALL CLIENTS

We represent the association as a corporate entity. We will take our direction for work as instructed by the manager or the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long-distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expenses incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the association, we retain the right to obtain any such recorded documents to supplement our file without association approval and at the association's cost. The association's cost will include, but not be limited to, hourly charges for procuring the documents and copying costs. In order to provide you with the most efficient and effective service we will, at all times, unless otherwise directed, work through your manager if appropriate.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail.

RESPONSE REQUIRED

If you desire to engage our services, please indicate below which type of service you prefer by checking the appropriate box, execute the acceptance and return it to us via mail, e-mail or fax.

Legal Services: (select one)

- Retainer Services
- Retainer Plus Services**
- Premium Retainer Services
- Custom Retainer Option
- Non-Retainer

Collection Services:

Please see attached Fee Structure

Billing Preference: (select one)

- Paper and Mailed
- Electronic and Emailed

Email address: _____

(please note, only one email address per management company or self-managed association will be used)

Agreed to and accepted this ____ day of _____, 20____.

Print Association Name

By: _____
President/Manager



EXHIBIT A TO FEE SUMMARY AGREEMENT FOR 2020-2021 LEGAL COLLECTION SERVICES

Fee Structure

This is a flat fee agreement for collection services. The Association will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The Association understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The Association has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the Association terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the Association, the Association shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the Association shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the Association in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

Demand Letter - \$155

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or lender after the letter are billed hourly.

Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

Lawsuit: - \$350 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the association prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

Interrogatories - \$80

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the association. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

Contempt Citation - \$105

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

Garnishments - \$105 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the association. We will arrange for service of the necessary documentation and will monitor for responses.

Payment Plans - \$75-175 (each)

In the event an owner wishes to pay their balance due over time exceeding 6 months, we will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner.

Motions - \$100-125

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

Payoff Calculations - \$100

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

Monitoring Lender Foreclosure - \$195 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the association's rights and options throughout the process. Once a sale is completed, we advise the association of the new owner and the association's rights.

Monitoring Bankruptcy - \$180 Chapter 7; \$300 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Motion to Dismiss: \$395

Motion for Relief from Stay: \$595

Objection to Plan: \$195

All preparation for and appearances in court are charged on an hourly basis.

Assessment Increase Notice - \$200

We prepare notice to the bankruptcy court of any increase in the ongoing debt owed to the association upon receipt of notice from you, including filing a proof of claim and letter to the bankruptcy attorney or debtor.

Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the association hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the association if different action is necessary.

Receiverships (County Court) - \$295 initial, then hourly. Court costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend that foreclosure be considered as a viable collection remedy in all problem cases. Our fee is based on the complexity of your circumstances and should reflect the value you will receive from the monetary result of the foreclosure.

Lien Sales - \$500

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

Status Report - \$75/month (if not accessed electronically)

We provide online access to each association's collection status report. For more information please contact us. If your association chooses to have us prepare your status report, there will be a monthly fee.

Asset/Person Locations - \$25-100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.



SERVING HOMEOWNERS ASSOCIATIONS

Altitude Community Law P.C. is the premier law firm which serves legal needs of community associations. More than 2000 associations throughout Colorado have chosen us to guide them through the formation, transition and operation of their organizations. Our association clients include condominium, townhome and detached single family associations across the state.

Communities ranging in size from two units to more than 90,000 units have enjoyed the personal attention we provide, along with the depth and breadth of knowledge that only years of experience can yield. More than any law firm, we focus on homeowners associations and covenant controlled communities. We have prepared in excess of 500 sets of rules and architectural control guidelines and assisted over 500 associations in amending or restating their legal documents.

With several offices throughout Colorado, we are able to service our clients in a timely, efficient, and responsive manner.

OUR TEAM

Altitude Community Law was founded in 1988. Our attorneys work as a team to help you in the formation of a new community association, in running your existing association, or resolving disputes involving your association. Adding to the firm's 200 plus years of combined experience are attorneys Elina B. Gilbert, Melissa M. Garcia, David A. Firmin, David A. Closson, William H. Short, Debra J. Oppenheimer, Kiki N. Dillie, Jeffrey B. Smith, Maris S. Davies, Kate M. Leason, Amanda K. Ashley, Kelly K. McQueeney, Azra Z. Taslimi, Sheridan Classick, and Andrew Moore.

CLIENT SERVICE - OUR NUMBER ONE PRIORITY

Each member of our firm is committed to providing you with the best legal representation in our field at competitive rates that fit your budget. We also understand that each client has different needs and expectations, and good client servicing is in the eyes of the client, not in the eyes of the firm.

That's why we're committed to getting to know the board members of your association so that we can understand and meet your needs. By returning your calls promptly, communicating with you regularly, and offering various educational workshops annually, we are always looking for ways to better serve you and to exceed your expectations in a law firm.

By working with you, we can help you accomplish your goals on behalf of your association, and we can make your role as a board member easier by providing you with the tools you need to do your job effectively.

PREVENTION - THE BEST LEGAL APPROACH

The first and best legal solution is preventing disputes and other legal problems. With a strong emphasis on prevention, we draw from our experience to help you lay a proper foundation for the future and avoid costly and destructive pitfalls.

And, while we emphasize prevention, we are also fully prepared to fight for your cause if the need arises. We can represent you to resolve disputes through mediation, arbitration or litigation.

**COMMITMENT
TO
EDUCATION**

Education of both community managers and board members has been the backbone of the firm since its inception. At Altitude, we believe that education is the best way to avoid problems in communities and we continually strive to provide the best and most accessible education to not only our clients, but to any directors or managers that want to better understand the industry. Altitude Community Education (ACE) provides numerous lunch forums, webinars, classes, and other educational opportunities to ensure your community's success. For more information please refer to our Education Tab on the Altitude website.

**COUNSEL FOR
ASSOCIATIONS
AT ALL STAGES**

We advise associations at all stages of growth; from pre transition to the mature association. Many areas of law converge to govern community associations. We can help you address issues at all stages of a homeowner association's development. In addition to our experience, we have been an advocate for community associations at the Capitol. Our attorneys serve on the Legislative Action Committee for CAI and are aggressively involved in monitoring and testifying in the legislature concerning bills affecting community associations.

**TRANSITION OF
CONTROL**

One of the most pivotal times for a community association is during its transition from developer to homeowner control. The developer controls a common interest community during its formation. As lots or units are sold, transition from developer to homeowner control begins, with owners bearing the responsibility for the association's operation. Ideally this is a process rather than an isolated event. Over time, owners gradually become involved in the governance of the association. Altitude Community Law has assisted hundreds of associations with this process making for a smooth and problem-free transition.

**THE MATURE
COMMUNITY
ASSOCIATION**

Mature associations function best when they provide services to owners (as set forth in the governing legal documents) and responsibly enforce their governing documents and anticipate changing needs.

**REVIEWING,
AMENDING AND
INTERPRETING
DOCUMENTS**

By periodically reviewing, amending or revising your association's articles of incorporation, bylaws, covenants, and rules, Altitude Community Law can help you build a strong, legally-sound foundation for your community. We can assist you by understanding your goals and redrafting, writing or amending rules, architectural control guidelines and covenants that address your association's needs within the framework of local, state and federal laws. We can also aid you in the proper interpretation and clarification of your governing documents.

**COVENANT
ENFORCEMENT**

Two principles apply when addressing enforcement of covenants and rules. Covenants and rules must be carefully written to be enforceable and must be enforced consistently to retain their strength. The same principles apply when dealing with architectural control or design enforcement. At Altitude Community Law, we can assist you in these important areas through use of our alternate dispute resolution services, or if need be, through our litigation services.

**CREATIVE
PROBLEM
SOLVING**

We've handled a wide variety of covenant enforcement issues and achieved many successes for our association clients. From painting and landscaping, to pets and parking, we have experience with virtually every imaginable covenant violation. While our goal is to resolve disputes outside of court, when litigation is necessary, we're strong advocates for associations. Not only do we have years of courtroom experience, but we also have years of industry experience—insight that enables us to utilize creative solutions, as well as anticipate the challenges of a covenant violation lawsuit.

**DEBT
RECOVERY**

Financial well-being hinges on timely collection of association assessments. In addition to traditional collections methods such as demand letters, liens, and personal lawsuits, we've developed successful alternatives to use when traditional methods fail, including the use of receiverships and foreclosures. In the last two years we've collected approximately \$9 million in delinquent assessments and fees for our clients. No other firm can claim this degree of success.

Every collection matter in our office is handled by an attorney, not the paralegal-driven model that many law firms use. This difference provides for better representation, higher quality work and better results for our clients.

We are also the first firm to provide clients with online status reports of their collection accounts. The information is real-time account history accessed through a secure online system.

**INSURANCE
AUDIT**

At every stage of an association's maturity, it is important that the association have adequate insurance not only for the structures and improvements, but also for the board of directors. We can review your current policies for adequate coverage and to determine if your coverage complies with the requirements in your governing documents.

An association that isn't properly insured for general liability and property coverage, director and officer coverage, fidelity insurance, and gap coverage may be susceptible to lawsuits filed by owners. Our insurance audit can assist your association not only by determining any weaknesses in your coverage, but by recommending a more comprehensive insurance plan that will meet your needs and budget.

**DISPUTE
RESOLUTION/
LITIGATION**

We emphasize prevention of legal problems through thoughtful and thorough advice and counsel given prior to taking action or entering into transactions. When a legal problem does arise, we will assist you in finding the most practical and cost-effective solution. Our trial attorneys are not only experienced, but also

have a long track record of winning in the courtroom. Our goal is to resolve disputes outside of court whenever possible, and all Altitude Community Law attorneys have had formal training in mediation and negotiation.

But when a resolution cannot be found, we bring our extensive litigation experience to bear on behalf of our clients. We assess with you the benefits of litigation and weigh them against the costs and risks.

A wide variety of problems and needs come up in the course of governing and operating a homeowners association. Often the solution is not obvious. We enjoy taking both a creative and proactive approach and working with you to find legal solutions that allow you to do what your association wants to do. Altitude Community Law has gained a reputation for using ground-breaking methods and solving old problems in refreshing new ways.

Pertinent examples of such creative problem solving include:

- Negotiated and closed the first bond financing in the country by a homeowners association of 15 million dollars for various capital improvements.
- Negotiated and drafted a favorable annexation agreement that provided for substantial payment to the association.
- Identified and implemented procedures to collect working capital contribution from developer for use by association in a build-out community.
- Amended legal documents for a condominium community to create and sell a unit out of the common elements, with the proceeds going to the Association.
- Consolidated two associations into one, eliminating duplicate costs and overhead.

FINANCIAL CONSIDERATIONS

From the beginning of our relationship with you, we welcome an open dialogue about the subject of fees and costs. We know how essential legal services are to your successful operation. We also know you must work within an established budget

HOW WE CHARGE FOR OUR SERVICES

We have made every effort to package our services in a meaningful way that reflects their value to you. We strongly urge all associations to elect to be on one of our popular retainer programs. The retainer programs are set at levels to be a maximum benefit to your community. They further simplify the budgeting process by establishing a fixed monthly fee for certain services.

Additionally, whether you are on one of our retainer programs or not, fees for specific work are frequently quoted on a flat or fixed fee basis. We will work with you to select from these convenient options, or to create an alternative arrangement tailored to suit your needs.



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Practice Areas: Condominium and Homeowners' Association Law.



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BOARD OF DIRECTORS ROSTER

Please complete and email to hoalaw@altitude.law, fax to 303.991.2045 or mail to 555 Zang Street, Suite 100, Lakewood, CO 80228-1011.

This information will be used for communication (correspondence, blogs, newsletters, etc.) between our firm and you. It will not be released outside of our firm.

Thank you.

Association Name: _____ Date: _____

Website: _____

Board Meeting: _____

Month of Annual Meeting: _____

PRESIDENT			
Name			Phone Number(s)
Mailing Address			(H) (C)
City, State, Zip:			(W) Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts <input type="checkbox"/>			Term Expires (mo/yr):

VICE PRESIDENT			
Name			Phone Number(s)
Mailing Address			(H) (C)
City, State, Zip:			(W) Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts <input type="checkbox"/>			Term Expires (mo/yr):

SECRETARY			
Name			Phone Number(s)
Mailing Address			(H) (C)
City, State, Zip:			(W) Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts <input type="checkbox"/>			Term Expires (mo/yr):

TREASURER			
Name			Phone Number(s)
Mailing Address			(H) (C)
City, State, Zip:			(W) Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts <input type="checkbox"/>			Term Expires (mo/yr):

MEMBER/ADDITIONAL BOARD MEMBER			
Name			Phone Number(s)
Mailing Address			(H) (C)
City, State, Zip:			(W) Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts <input type="checkbox"/>			Term Expires (mo/yr):



Successful Enforcement of Covenants, Rules and Architectural Standards/Guidelines

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Successful Enforcement of Covenants, Rules and Architectural Standards/Guidelines

I. INTRODUCTION

- A. Community associations use covenants, rules, and architectural standards/guidelines to:
- Maintain, preserve, enhance, and protect the property values and assets of the community.
 - Promote harmonious community living.
 - Preserve the common scheme and harmonious design of the community.
- B. Covenants and rules and the fair enforcement are essential for community associations for several reasons:
- There is less sense of community with more contact via social media and less face to face time and the covenants assist in dealing with the relationships between residents (owners and tenants).
 - Local governments are pushing more obligations onto associations.
 - In cases where rules have been poorly developed or enforced, the courts are ruling against community associations.
- C. Authority to make and enforce rules rests with the board of directors of the association. But the association manager is expected to:
- Give the board practical, technical, and administrative assistance in developing and enforcing covenants and rules.
 - Maintain records which can furnish legal support if board actions in adopting or enforcing rules are challenged.

II. DEFINITIONS

A covenant affects the use and enjoyment of the property and is said to "run with the land" or "touch and concern" the property. This means the covenant and the property are inseparable once the covenant is recorded, and all owners, present and future, are subject to the covenant.

A rule is a specific statement of required behavior the violation of which carries a penalty (e.g., fine, suspension of voting rights, etc.). It is meant to clarify or fill in the gaps of the covenants not supplant the covenants.

An architectural or design standard/guideline is a specific type of rule that applies to the appearance of an owner's lot or the exterior of his or her unit.

III. SCOPE OF COVENANTS (DEALING WITH USE RESTRICTIONS), RULES AND ARCHITECTURAL STANDARDS/GUIDELINES

In a community association, covenants, rules and architectural standards/guidelines identify expected behavior, identify limitations and assist in

the governance of the community in three areas. These areas may include the following but some areas may only be possible via covenants and some via rules:

- A. The use of both common property and individual lots or units. Rules and architectural standards/guidelines are developed in this area to promote conformity and harmonious living.
- B. Changes in architecture, construction, or appearance of lots or units. Rules and architectural standards/guidelines are developed in this area in order to:
 - Establish and preserve a harmonious design for a community
 - Protect the value of the property
- C. The behavior of residents (owners and tenants), guests, and other visitors. Rules are developed in this area because of the possible impact one person's behavior may have on other persons.

IV. TYPICAL AREAS OF USE RESTRICTIONS IN COVENANTS, RULE-MAKING, AND ARCHITECTURAL STANDARDS/GUIDELINES

- A. Use restrictions found in covenants typically address: signs, noise, trash, vehicles, business activities/residential use, animals, antennas, parking, maintenance, renting and leasing of units.
- B. Typical areas of rulemaking to clarify use restrictions include: pets, parking, solicitation, maintenance of units, use of common areas and facilities, garbage and trash, and noise.
- C. Architectural standards/guidelines frequently address: fencing, decks and patios, exterior lighting, landscaping, doors and windows, building protrusions, such as skylights, water coolers and AC units, outdoor equipment, such as play sets.

V. RELATION OF RULES TO HIERARCHY OF AUTHORITY

In a community association, rules are established by means of resolutions or other motions. Here is where rules fit in the general hierarchy of authority for operating community associations:

- Federal constitution and statutes
- State and local statutes
- Map or plat for subdivision or association
- Declaration of Covenants, Conditions and Restrictions (CC&Rs)
- Articles of Incorporation
- Bylaws
- Rules and regulations

This hierarchy of authority means that rules and architectural standards/guidelines may not contradict or be in conflict with the legal sources that take precedence

over them. For example, a covenant may be more restrictive than a city ordinance (i.e., the city ordinance allows fences up to six feet in height, but a covenant may prohibit fences in excess of three feet). Likewise, if a covenant is less restrictive than a county ordinance, the owners must comply with not only the covenant but also the county ordinance. For example, the county may require that all dogs be registered with the county every year, but the covenants may not require any registration or only a one-time registration. However, the association is not responsible for ensuring that the owner complies with the county's requirements.

Although rules and architectural standards/guidelines are lower in the hierarchy of authority for community associations, they may clarify and expand an association's governing documents. However, they cannot conflict with any source that has a higher precedence.

VI. SOURCES OF AUTHORITY TO MAKE AND ENFORCE RULES

Check all the legal documents in your association's hierarchy to verify its authority to make and enforce rules. The most important sources of an association's authority to make and enforce rules are:

- A. State Statutes and Court Decisions
The Colorado Common Interest Ownership Act (CCIOA) provides associations with the authority to adopt rules and regulations. In addition, case law supports the right of associations to make and enforce rules.
- B. Governing Documents
Governing documents provide general powers. General powers consist of the broad authority to adopt and enforce rules in order to carry out the purpose of the community association. That purpose is to preserve, maintain, and enhance the community's property.

Governing documents also provide specific powers—the authority to adopt and enforce rules in specific areas. Final authority to adopt and enforce rules rests with a board of directors, unless the governing documents specify otherwise.

A board may delegate the task of drafting or enforcing rules to standing or ad hoc committees or to other sources when the governing documents allow (e.g., architectural review committee).

VII. CRITERIA FOR A VALID AND ENFORCEABLE RULE

- A. List of Criteria. In general, the courts recognize the following lists as characteristics of a valid rule. Furthermore, residents are more likely to accept and cooperate with rules with these characteristics. The following criteria should be used when developing or reviewing rules:

1. The rule must reasonably relate to the operation and purpose of the association (i.e., a rule must protect, preserve or enhance the properties within the community).
 2. The rule must be reasonable. A reasonable rule is one that is just, sensible, and not excessive (i.e., a rule should be necessary and not more punitive than necessary).
 3. The rule must be fair. It must not create a separate class or group of people (e.g., certain rules that treat resident owners and nonresident owners differently).
 4. The rule must be clear and unambiguous.
 5. The rule must not violate a fundamental constitutional right (e.g., freedom of speech).
 6. The rule must be consistent with applicable federal, state and local statutes (e.g., FHAA, ADA, Civil Rights Act, CCIOA).
 7. The rule must be consistent with the association's governing documents (i.e., a rule cannot prohibit what the covenants permit and vice versa).
 8. The rule must be uniformly enforced - this means there must be no selective enforcement or exceptions (i.e., a rule must be enforced against all owners not just owners who are delinquent in payment of assessments).
- B. What is an Unreasonable Rule? If reasonable rules promote a legitimate goal, unreasonable rules promote an illegitimate goal. They are illogical or unfair; too broad or too severe. To determine if a rule is unreasonable, take the following test:
1. Is the restriction based on outdated notions? If circumstances change, restrictions should change, too. Associations should constantly review their restrictions to ensure they are current.
 2. Does the restriction create safety hazards? Most courts will choose safety over aesthetics. Reasonable community associations recognize this.
 3. Is the restriction too intrusive? It is unreasonable to restrict activities within a unit that have no external effect on neighbors or property values.
 4. Does it unfairly target a particular group? Restrictions that unfairly benefit a majority of residents at the expense of a minority are typically not reasonable.

- C. Examples of Unreasonable or Ambiguous Rules. Examples of unreasonable or ambiguous rules and covenants appear below, with suggestions for improvement in italics below.
1. No worshipping on general common elements.
No Rule.
 2. Children may not ride bikes in parking lot or on sidewalks.
No person may ride a bike in the parking lot or on the sidewalks.
 3. Owners may have a reasonable number of household pets.
Owners may have no more than two (2) dogs and no more than two (2) cats.
 4. Pets shall be on a leash while on common areas and while on city property adjacent to any common areas.
Pets shall be leashed whenever outside its unit within the community.
 5. No vehicles are allowed in the community except 2 and 4 door sedans.
Abandoned and inoperable vehicles are prohibited. Trucks in excess of 1 ton are prohibited.
 6. First floor owners will be assigned 2 parking spaces. Second floor owners are limited to 1 parking space.
All residents will be assigned 2 parking spaces.
 7. Paint colors shall be muted earth tones except for pastels.
Paint colors shall be muted earth tones as indicated on approved color chart or other earth tones approved by the ARC.
- D. Required Policies. All associations must adopt written policies, procedures, and rules and regulations regarding:
1. Collection of unpaid assessments;
 2. Handling of board member conflicts of interest;
 3. Conduct of meetings with reference to applicable provisions in the Nonprofit Act or other recognized rules and principles if desired;
 4. Enforcement of covenants and rules – including notice and hearing procedures and the schedule of fines;
 5. Inspection and copying of association records by unit owners;
 6. Investment of reserve funds;
 7. Adoption and amendment of policies, procedures and rules;
 8. Handling of disputes between association and homeowners (Alternative Dispute Resolution); and
 9. Reserve Study Policy.
- E. Restrictions on Covenants by Statutes:
1. Xeriscaping.

- a. The use of xeriscape or drought-tolerant vegetative landscapes to provide ground covering to property for which a unit owner is responsible, including a limited common element or property owned by the unit owner. Associations may adopt and enforce design or aesthetic guidelines or rules that require drought-tolerant vegetative landscapes or regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on a unit owner's property or on a limited common element or other property for which the unit owner is responsible. [38-33.3-106.5(1)(i)]
 - b. Any section of a restrictive covenant or of the declaration, bylaws, or rules and regulations of a common interest community, all as defined in section 38-33.3-103, and any rule or policy of a special district, as defined in section 32-1-103 (20), that prohibits or limits xeriscape, prohibits or limits the installation or use of drought-tolerant vegetative landscapes, or requires cultivated vegetation to consist wholly or partially of turf grass is hereby declared contrary to public policy and, on that basis, is unenforceable. [37-60-126(11)(a)] This subsection (11)(a) does not prohibit common interest communities or special districts from adopting and enforcing design or aesthetic guidelines or rules that require drought-tolerant vegetative landscapes or regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on property that is subject to the guidelines or rules.
 - c. Associations may not place any additional burdens (procedural or financial) on owners who submit xeriscape plans for approval. [37-60-126(11)(b)]
 - d. Associations may bring enforcement actions against unit owners who allow their grass to die unless water restrictions are in effect. [37-60-126(11)(c)]
 - e. Associations must give unit owners a reasonable and practical time period to try to revive grass that died during a period of water restrictions before requiring re-sodding. [37-60-126(11)(c)(1)]
 - f. The association may require proof from the unit owner that the unit owner is watering the landscape or vegetation in a manner that is consistent with the maximum watering permitted by the restrictions or guidelines then in effect. [38-33.3-302(1)(k)(II)]
2. Patriotic and Political Expression, Emergency Vehicles, and Fire Mitigation.
 - a. An association may not prohibit the display of American flag by a unit owner or occupant on a unit owner's property, in an owner's window or adjoining balcony if display is consistent with Federal Flag Code. [38-33.3-106.5(1)(a)]
 - b. An association may not prohibit the display of service flag by unit owner or occupant on unit owner's window or door who is or

whose immediate family is a member of the active or reserve military service. [38-33.3-106.5(1)(b)]

- c. An association must at least allow unit owners and occupants to display political signs in the manner no more restrictive than any applicable local ordinances. If no ordinances apply, an association may not prohibit the display of at least one political sign per political office or ballot issue within 45 days before any election and within seven days after any election on a unit owner's property or window. [38-33.3-106.5(1)(c)]
- d. An association may not prohibit the parking on the association's streets, the unit owner's driveway, or the association's guest parking spaces of an emergency vehicle with an official emblem weighing less than 10,000 lbs that is a condition of employment for a unit owner's employment as an emergency firefighting, law enforcement, ambulance, or emergency medical services and does not impede the safe and efficient use of the streets for other unit owners. [38-33.3-106.5(d)]
- e. An association may not prohibit unit owners from removing vegetation surrounding the owner's home for fire mitigation purposes and following a written defensible space plan created for the property and filed with the association. [38-33.3-106.5(e)]
- f. An association shall not require the use of cedar shakes or other flammable roofing materials. [38-33.3-106.5(2)]

3. Unreasonable Restrictions on renewable energy prohibited.

- a. An association may not prohibit solar energy devices. [38-30-168]
- b. However aesthetic provisions that impose reasonable restrictions on the dimensions, placement, or external appearance of a renewable energy generation device and that do not: (I) Significantly increase the cost of the device; or (II) Significantly decrease its performance or efficiency are allowed.
- c. An association may prohibit a wind-electric generator if due to sound it is a nuisance.
- d. Energy efficiency measures must be allowed [38-33.3-106.7] including swamp coolers, awning, shutters, trellis, attic fans.
- e. Retractable clotheslines must be allowed. [38-33.3-106.7]

4. Over the Air Reception Devices Rule

- a. FCC adopted the OTARD rule in 1996. Pursuant to the rule associations may not prohibit satellite dishes in many situations.
- b. The rule (47 C.F.R. Section 1.4000) has been in effect since October 1996, and it prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and

wireless cable antennas. The rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

5. Accommodations/Modifications due to disability
 - a. An association must make accommodations to their rules in order to comply with the federal Fair Housing Act. 42 U.S.C. sec. 3604 plus the state fair housing statutes at 24-34-502.2.
 - b. An association must make necessary modifications to association property in order to comply with the federal Fair Housing Act and state fair housing act. The modifications are at the expense of the owner and not the association.

VIII. STEPS IN DEVELOPING RULES

Use the following ten steps to develop rules for your association:

- A. Determine the need for a rule in the specific area.
Answer the question, "Why?" Also, ask whether the rule is designed to maintain, preserve, enhance and protect the property value of the community, promote harmonious community living and preserve the common scheme and harmonious design of the community. Determine whether the problem identified is of sufficient consequence to justify creating a rule - what are the trade offs? Then check to be sure that your association's existing rules and governing documents are inadequate to address the issue.
- B. Consider both the immediate impact of such a rule and its long term implications.
How is the rule likely to be received? Will a solution to a current problem create future ones for the community?
- C. Identify the source(s) of your association's authority to make a rule in the specific area involved.
Review your governing documents and CCIOA. They may also provide who has authority to act and thus allow you to make a determination as to whether the proposed rule must be an amendment to the governing documents or can simply be a new board adopted rule.
- D. Define the scope of the rule.
Specify "who" and "what" will be covered by the rule. The "what" of a rule includes:
 - Required steps, procedures, acts, or prohibitions a person is expected to follow
 - Enforcement procedures
 - Penalties for violations
 - Due process procedures

- E. Apply the "enforceability test."
Check to be sure the proposed rule has the eight criteria of a valid and enforceable rule listed earlier. Then make sure it works with your association's procedures. Don't create a rule limiting parking to "no more than two days" if the association doesn't employ someone to monitor parking on a daily basis.
- F. Use clear, concise and unambiguous language.
The proposed rule should be drafted in such a manner as to be concise and simple, yet clear and understandable. Avoid words or phrases that are vague or ambiguous (e.g., trucks, commercial vehicles, recreational vehicles). Check the rule out with several people who had nothing to do with drafting the rule. Make sure rules do not state that they are suggestions or use suggestive language such as "may". Use mandatory language such as "must" or "shall".
- G. Give notice of any proposed rule.
Build consensus and support for the rule before it is adopted in order to gain acceptance and compliance. In addition to giving notice of the proposed rule, provide an explanation of the purpose, value and benefit of this rule as well as rules in general. For example, make owners and tenants aware that the board is considering a particular rule. Invite written comments. Schedule a hearing on a proposed rule if it is a major matter. Consensus and hence compliance is possible when rules are seen as fair and reasonable by owners and tenants.
- H. Have the rule reviewed by attorney.
Have your association's attorney review the wording of rules - as proposed and as adopted - to ensure that they are legally sound.
- I. Act promptly on a proposed rule.
Once a proposed rule has been published and input received, the board should act on it at its next regularly scheduled meeting. The board's options are to either approve or reject the proposed rule as it is or as amended. Failure to act will cause the board and the rule to lose credibility.
- J. Give notice of an adopted rule.
Follow the terms and conditions of your policy on adoption of rules. Generally you should consider the following:
- Actual notice of an adopted rule is necessary if people are to voluntarily obey it, and may be required by the declaration.
 - Send a notice to the owner's last known address in the community's records. Send a notice to the unit or lot address, too, in case the occupant is a non-owner.
 - Use a first-class mailing, either with a billing notice or separately, to maximize the likelihood of people receiving the notice and reading it.

- Publish the rule in the community newsletter.
- Whatever notice you give, use a positive "tone of voice." Avoid sounding demanding or condescending.

IX. PROBLEM AREAS

- A. Retroactivity and grandfathering.
- B. Actions of developer/sales people.
- C. Commercial vehicles.
- D. "Concealed from View" provisions.
- E. Parking on public streets.
- F. Children.
- G. Home businesses.
- H. Satellite dishes/antennas.
- I. Leasing/renters.
- J. Signs.
- K. Painting.
- L. Fair Housing.

X. DEVELOPMENT OF ARCHITECTURAL STANDARDS /GUIDELINES AND THE REVIEW PROCESS

- A. Usually an association's declarations or CC&R's provide a review process for architectural changes. Work with counsel to make sure you develop and obtain approval for these standards in compliance with the CC&Rs. The approval or denial of unit owners' applications for architectural or landscaping changes must be made in compliance with standards and procedures contained in the declaration or bylaws and may not be made arbitrarily or capriciously.

It is in the community's best interests for a board or the architectural review committee to establish written architectural standards/guidelines for two reasons:

1. Written standards/guidelines indicate to owners what types of changes will be allowed under normal circumstances.
2. Written standards/guidelines are a way to avoid claims of arbitrary or selective treatment of owners.

- B. The Purpose of Architectural Control

The purpose of architectural review (or architectural control) is to keep the community attractive for the enjoyment of residents and for the protection of property values. The single most important step in organizing the process of architectural review is the development of a set of standards/guidelines. The declaration of covenants typically contains architectural authority and broad, general objectives. These need to be supplemented and expanded upon by specific procedures and standards. The standards/guidelines serve two basic purposes: first, they assist the

homeowner, both in designing any proposed improvement and in determining how to apply for approval; and second, they provide criteria for consistent decisions by the architectural committee.

An essential element to successful architectural review is the recognition by all members of the association that it is a benefit and not a burden. Well-drafted "Architectural Standards/Guidelines" will result in substantial benefits to all. Plus if you do end up in court, clear documents demonstrate to the Court the efforts of the association to be clear for all its members.

C. Checklist of Recommended Provisions

The following is a checklist of recommended provisions for inclusion in Architectural Standards/Guidelines:

- What must have approval. The scope will vary with the nature of the development (e.g., high rise condos v. single family, detached homes). The architectural review process normally applies to all new construction and exterior changes. Likewise, any exclusions should also be stated. DO NOT REPEAT THE COVENANTS.
- Design criteria/standards. The guidelines should state in broad, general terms the basic design objectives it is seeking to accomplish. These must be consistent with those stated in the declaration. Example objectives include: improvement in harmony with surrounding structures; improvement will not result in unnecessary destruction or blighting of the natural landscape or of the achieved man-made environment. In addition to these design objectives, members need to know what criteria or standards the association will be using to determine whether a proposed design meets the stated objective. Examples include height, color, setback, materials, etc.
- Establishment of Architectural Committee. If this is not spelled out in the governing documents of the association, the architectural standards/guidelines should do so. Include such things as number of members, terms, how they are appointed, whether they should be board members also, record keeping procedures, and waiver of liability of members to homeowners.
- Application procedures. Detailed procedures for making application should be spelled out so that owners know what is expected of them. This should include a standard application form for use by all persons seeking approval.
- Decision-making process. The process for rendering a decision on any application and communicating that decision should be spelled out. Included should be time frames, voting procedures, criteria for approving or rejecting an application, and the process for notifying the homeowner of the status of his/her application.
- Variances. Indicate what authority, if any, and under what circumstances, the architectural committee (or board) can grant

variances from the standards/guidelines. Again, check your declaration to see if it provides for a variance process.

- Appeal process. The procedures for the homeowner to appeal a decision of the architectural committee to the board of directors should be spelled out, if that right exists.
- Licensed contractors. Consider requiring all construction to be done by licensed contractors with appropriate liability and workers compensation insurance. But remember do not set up requirements that you cannot monitor and enforce. Don't just list it hoping it will be followed with no intention or ability to enforce as that could create liability down the road.
- Indemnification and responsibility for maintenance and repair. In many instances, it may be appropriate for the association to require the homeowner to indemnify the association for any injuries or damage resulting from the construction or improvement. Likewise, in certain situations, the board may want to require the owner to assume all responsibility for the maintenance and/or repair of the improvement.
- Enforcement. The various enforcement alternatives available to the association in the event of a violation of the standards/guidelines (e.g., fines, injunctive relief via lawsuit) should be spelled out in detail. Also, include a provision that the failure to enforce the standards/guidelines shall not constitute a waiver of the right to do so in the future and a provision for the award of attorney fees to the prevailing party.

D. Checklist of Recommended Documents

The following is a checklist of recommended documents and forms that every association should have for use in connection with the architectural review process:

- Design guidelines, if any
- Written architectural application and review procedures
- Written enforcement procedures including fine schedule
- Written procedures for conducting violation hearing
- Warning letter (no fine imposed)
- Cease and desist letter
- Notice/letter of alleged violation
- Notice/letter of violation hearing
- Notice of violation hearing findings and decision
- ACC/ARC application for improvement/modification
- Receipt of application checklist
- Review of applications/plans checklist
- Application approval/denial form
- Request for variance
- Review of request for variance checklist
- Approval/Denial of variance form

E. Enhance enforcement of Architectural Restrictions in these ways

By following the Three "Rs" in architectural approval, you can enhance the enforceability and value of your Architectural Standards/Guidelines.

1. Receipt of Application

Purpose - Determine when submission is complete to guard against thirty (or forty-five) day waiver mandate.

The majority of documents state that applications will be deemed approved if written approval or disapproval is not received by the applicant within thirty (30) or forty-five (45) days of submission. As a result, it is imperative that architectural committees understand what is required for a complete submission and that the status of the submission is carefully documented. There are two possible determinations at this stage:

- a. The application is deemed complete and will be ruled upon without the need for any further information within the set time deadline.
- b. The application is deemed incomplete and will not be ruled upon until the missing information is submitted. In this case a written notice should be sent advising the applicant of this. Just giving the application back does not maintain a clear record of why it is not being reviewed.

Recommended Forms:

- a. Application
- b. Application Checklists
- c. Letter to Applicant
- d. Variance Request
- e. Variance Checklist

2. Review of Application

Purpose - it is imperative that the substance of the application be compared to the factors set forth in the governing documents for approval or disapproval.

Case law in Colorado and other jurisdictions has consistently held that associations can enforce their governing documents if, and only if, they base their decisions upon the factors set forth in the governing documents. As a result, applications are reviewed based upon the particular subjective factors and objective use restrictions set forth in the governing documents. A checklist should be created consisting of these specific factors to consider.

Recommended Form:

- a. Application Evaluation Checklist.

3. Response to Application

Purpose - to document the decision of the committee and provide a written response to the application as to approval or disapproval prior to expiration of the waiver period.

Once an application is deemed submitted and thereafter reviewed, it is imperative that a written response of approval or disapproval be provided to the applicant prior to the expiration of any time limits imposed by the governing documents. Whether the application is approved or disapproved, the letter should utilize the language set forth on the checklists and in the governing documents.

Recommended Forms:

- a. Decision of Committee
- b. Variance Decision
- c. Letter to Applicant

XI. FACTORS IN SUCCESSFUL ENFORCEMENT

- A. Voluntary Compliance: Every effort should be made to achieve voluntary compliance with the rule in order to reduce the need for active enforcement and enforcement problems. Give ample notice of the existence of the rule. Build a community consensus in support of the rule. Make timely amendments to the rule when situations and circumstances change.
- B. Timely Enforcement: Failure to act promptly upon notice of a violation results in a loss of confidence and breeds an air of permissiveness. Past board failures to enforce rules do not foreclose the possibility of enforcement of rules by subsequent boards. However, there is a danger that failure to enforce against some violations or permitting a violation to exist for too long a period of time may result in losing the right to enforce in subsequent situations.
- C. Reasonable Rules and Reasonable Penalties for Violations: Community support is necessary for effective enforcement. To achieve this, the need for the rule, the rule itself, and the penalty for violation must all be viewed as reasonable - both within the community and by the courts.
- D. Consistency and Uniformity of Enforcement: Once a rule has been adopted, the board must uniformly and consistently apply the rule and the standards against all situations. Permitting one fence but not another or acting against one owner but not another is inconsistent and destroys the consensus upon which voluntary compliance is based. If the board adopts a rule, it must uniformly and consistently apply it against all violations.

XII. OPTIONS FOR ENFORCING COVENANTS, RULES AND ARCHITECTURAL STANDARDS/GUIDELINES

A. Six Enforcement Options

There are generally six (6) enforcement options available to the association:

1. Fines
2. Internal Resources
3. External Resources
4. ADR/ Mediation or Arbitration
5. No Action
6. Legal Action

B. Type of Violations

Which option(s) to utilize will depend in large part upon the nature of the violation. Violations can be classified into one of the following four categories:

1. Work in process—This may be someone building something that was not approved or they are building it different from what was approved. This is singled out because due to case law it is important to take action quickly and notify the owner of the violation as soon as possible in order for the association to mitigate damages.
2. Completed act
3. Ongoing violation as opposed to the top item this is the owner who repeatedly parks in a place that is not allowed and/or repeatedly has parties. So the same violation occurs again and again with each offense harming the association.
4. Neighbor to neighbor dispute. Many times these disputes do not involve a covenant violation but the neighbors seek to drag the association into the dispute. It is important to notify the parties that the refusal of the association to get involved is due to the fact that there is no covenant violation or the issue is one for the police not the association. When there are feuding neighbors if one does violate the covenants it becomes especially important to have verification of the violation from someone other than the feuding neighbor.

C. Fines

1. Authority. Be sure your association has the authority to impose fines, as well as to collect them. Fines must bear a reasonable relation to the violation involved. Courts will not allow an association to continue to fine until the amount owed becomes unreasonable. Therefore, daily fines that continue to accrue will typically be found to be unreasonable if the association just lets them run without taking other action to stop the violations.
2. CCIOA Provisions on Fines. The Colorado Common Interest Ownership Act (CCIOA) allows associations to treat and collect fines in the same manner as assessments, provided the violator is first

given notice of the alleged violation and the opportunity to have a hearing to determine whether the violation occurred. Therefore, an association can lien the violator's property and ultimately foreclose its lien if payment is not received, or file suit to obtain a money judgment for the amount owed. In addition, the association can also collect its reasonable attorney fees and costs associated with any of these actions.

3. Due Process. However, before a fine can even be imposed for a violation, CCIOA requires certain due process requirements must be complied with. Specifically, the violator must receive notice of the violation and be given an opportunity to have a hearing. Without this notice and opportunity for a hearing, fines are unenforceable.
4. Basic Due Process Steps. The basic steps in a due process procedure for handling alleged rule violations are:
 - a. Issue a warning letter which contains:
 - Notice of the alleged violation
 - The action required to end the violation. Be specific. If you just tell someone to move something they may move it to another unallowed location.
 - A specific time within which the violation must be corrected
 - The penalty (sanction) which will be imposed after a hearing if the violation does not end within the stated time.
 - b. Issue notice of right to hearing if violation does not end within the stated time. This is a written notice to an alleged violator informing him or her of the alleged violation and that a hearing may be requested or has been scheduled to consider his or her alleged violation. A hearing is only required if you are imposing a fine.
 - c. Hold the scheduled hearing.

This is a fact-finding hearing to determine if a violation has occurred. It is recommended that the hearing procedure be kept informal. The following are suggested procedures to be followed:

 - State the rule allegedly violated
 - State the possible penalty (e.g., fine)
 - Explain the rules to be followed:
 - ✓ All remarks are to be addressed to the chair, all communications civil.
 - ✓ After you have advised the owner of the violation ask the owner to explain to the Board or hearing panel why he/she wanted a hearing.
 - ✓ Allow the owner to present evidence and witnesses if any.

- ✓ Hearing panel may then ask person questions if something is unclear but do not try to cross examine them.
- ✓ Chair asks if anyone else has anything to say.
- ✓ The association will advise everyone that if there is no more information for the board they will conclude the hearing and issue a written ruling by a set date.
- ✓ Written decision will be issued by [date]

It is recommended that the procedures to be followed be in writing and provided to the alleged violator in advance of the hearing.

The hearing may not be in executive session unless the owner accused of the violation requests it to be in executive session.

- d. Issue a decision after the hearing is held.
The hearing panel determines the facts; whether or not a rule, covenant or architectural standard/guideline has been violated; the penalty (e.g. fine) to be imposed, if any; and the enforcement date of the penalty, if any. The hearing panel then issues this information in the form of a written decision. A hearing panel may find an alleged violator guilty or not, or may decide that not enough evidence was submitted to allow the panel to reach a clear guilty verdict.

Unlike in criminal actions where the standard of proof is "beyond a reasonable doubt", the standard for this type of hearing is a "preponderance of the evidence" which means more evidence than not. Thus, if there is more credible evidence than not that the owner violated a covenant or rule, then the standard has been met. No decision should be given during a hearing. This is to avoid the claim that the hearing panel was predisposed to a particular point of view. The hearing panel should issue its written decision within a reasonable time (in compliance with enforcement policy).

D. Internal Resources for Enforcing Covenants, Rules and Architectural Standards/Guidelines

There are a number of internal resources a community can use to encourage a resident to conform to the association's covenants and rules. Before using any of the internal resources for enforcing rules, verify that the association has the legal authority to take such action set forth in a statute or in the CCRs.

- 1. Suspension of Owner's Voting Rights - While this may be the mildest action possible, an association should still use it as a resource in

encouraging rule violators to conform to common area covenants and rules.

2. Suspension of the Use of Recreational Facilities and Common Areas - If your governing documents do not contain broad authority allowing for the suspension of an owner's right to use recreational facilities and common areas, you should only suspend privileges related to the violation. (e.g. suspend pool privileges - not parking privileges - for a pool violation.)
 6. Utility Shutoff - Some governing documents allow utilities, particularly water service, to be shut off if an owner violates certain covenants. This resource, even if specifically provided for, should be used cautiously, if at all. Some municipalities prohibit this type of action because of health and safety concerns. Therefore this very aggressive alternative should not be considered without consulting first with your association's attorney.
 7. Towing - The authority to tow a vehicle is typically found in either the covenants or rules. It can be an effective means of resolving a violation, although the cautionary comments under Self-Help are also applicable to towing. Reasonable notice prior to towing should be provided unless the violation constitutes an immediate threat to the safety of individuals or the community in general, such as a fire lane violation. In addition, associations should make certain that they are complying with all state and local laws regarding towing.
 8. Self-Help - Self-help means the association takes action to correct the violation itself without a court order. Because of the potential for confrontation resulting in breach of the peace or damage to an owner's personal or real property, self-help is generally not recommended. However, if an association decides to utilize self-help, the association must develop careful procedures before using self-help to correct a violation. Self-help should only be used if it is expressly authorized in the declaration and then only after consultation with legal counsel. Although governing documents may specifically provide for self-help, the courts may see it as a breach of the peace or trespass and look unfavorably on the association for utilizing this mechanism rather than the court system. This potentially dangerous alternative should not be considered without consulting first with your association's attorney.
- E. External Resources for Enforcing Covenants, Rules and Architectural Standards/Guidelines
- Community associations can also draw on resources within the broader community to help them enforce covenants and rules. Do not overlook local government agencies and municipal services as resources for enforcing your rules. Cities, counties, and municipalities do not enforce covenants,

rules, regulations or architectural standards. However, if your covenants or rules are the same as or less restrictive than a county or city ordinance, you may be able to get the governmental agency or municipal service to enforce its ordinance instead of spending association time and resources on enforcement of its covenants and rules. However, you must ask for help. And you must take the time to build working relationships with all the parties listed below.

1. Local Health Department
Your local health department can be asked to enforce the local health code. For example, possible areas of violation include:
 - Number of occupants in a unit
 - Internal use of a unit or storage on a lot

2. Local Building/Zoning Department
These terms refer to the local government office that issues building permits. In some areas, this office's responsibilities overlap with those of zoning and health. In some areas, this office requires the approval of a community's board of directors before it will issue a permit. This local government office may be able to help you if a unit is in violation of an existing building, plumbing, fire, or electrical code.
These local agencies can assist with enforcement of such rules as:
 - Fence or shed regulations
 - Setback restrictions
 - Restrictions on commercial use of dwellings
 - Failure to obtain city or county permit
 - Building is not up to code
 - Other matters involving common areas and lots

3. Local Law Enforcement
The police or sheriff's department will enforce traffic regulations, issue tickets and/or tow violators of community's parking rules. They should be called for any issue regarding safety or security. They can also assist with disturbing the peace.

4. Local Fire Department
Your local fire department may help with enforcement of fire lanes and the removal of hazardous materials. They can also assist with hoarding issues in multi-family housing as the condition is a fire hazard.

5. Code Enforcement Department
This department is often part of the police department but they can assist with many violations that are also a violation of the association's documents. They often have local ordinances which prohibit weeds, abandoned vehicles, etc. Call can result in weeds

mowed and a lien placed on the property or the offending vehicles removed.

6. Animal Control Department

You can request that this agency patrol your community for animals in violation of its pet rules or local ordinances. Direct owners to contact this agency for barking dog violations or vicious animals.

7. Neighborhood Resource Center

A growing number of cities have established neighborhood resource departments to assist in the resolution of neighbor to neighbor disputes. Many have free or low cost mediation services and they also have excellent referral services available.

F. Alternative Dispute Resolution (ADR)/ Mediation or Arbitration

Most courts require mediation before they will set a situation for trial. Mediation involves submitting a dispute to a trained, uninvolved third party who will work with the two parties to try to reach a mutually agreeable solution. Mediation can be very helpful but it takes both parties to agree to sit down and work with the mediator. If an agreement is reached it will be reduced to writing and binding. Arbitration is hiring a third party to act as a paid judge. That person does not have to follow the rules of evidence and you cannot appeal the decision. Once it is submitted to the arbiter to decide, the decision is binding on all parties. Unless your governing documents require arbitration, there are only limited numbers of times that this is a good option. Mediation can be a more efficient and effective way to resolve a dispute than other means. An association might propose mediation when two neighbors are seeking to drag the association into a personal fight which has no covenant violations involved. Mediation may also be useful to enforce the covenants with some individuals.

G. No Action

Board members often mistakenly believe they must enforce all violations either because they have a legal duty to do so or by failing to enforce a violation they will have waived their right to enforce against a future violation. This can lead to unnecessary lawsuits and expenses for the association.

While the association through its board of directors is charged with enforcing its covenants and rules overall, not every single violation must be enforced. The law permits the board to exercise its reasonable business judgment and make a case by case determination of whether (and what type of) enforcement is appropriate.

As long as the board acts reasonably, in good faith and with the best interests of the association, a court will not overrule the board's decision. For example, the board may determine that there is a strong statute of

limitations defense likely to be asserted if the association were to bring suit for a violation. The board is within its rights to make a determination in this instance to not pursue legal action. Such a decision does not breach any duty owed to the association nor does it establish a legal precedence whereby all future violations cannot be enforced or all future requests must be approved.

It is important for the board to consult with legal counsel prior to making any decision, either to take enforcement action or no action. It is also important for the board to document in writing its decision not to take action.

H. Legal Action

The ultimate recourse of the association is to seek civil legal action against an owner in violation of a covenant or rule. Legal action may entail seeking an injunction order to stop the offending action and to prevent any further violation. The association may also seek to have the court force the owner to restore the property or situation to that which existed prior to the violation and to reimburse the association for any costs incurred in enforcing the restriction including attorney fees. A number of factors go into the decision to pursue legal action. Such a decision should never be made without consulting first with the association's attorney.

1. Who May (or Must) Enforce Documents?

The right of enforcement lies with the parties for whom the benefit of the covenant was created. The benefited parties may depend upon whether there is a mandatory association, a voluntary association or only recorded covenants. Many times the governing documents will expressly identify benefited parties. Where the parties are not so identified, they must be ascertained from the language of the restriction, construed in light of the circumstances existing at the time the restriction was implemented. In addition, CCIOA also grants certain rights to associations to bring suit or intervene in suits.

The typical plaintiff is one or more of the following:

- In a mandatory association, the association through its board of directors
 - Power or authority to enforce by CCIOA and the CCRs
 - Duty to enforce
- If a voluntary association, the association, the architectural review committee or a homeowner
 - There may be no specific authority nor duty to enforce to association as CCIOA does not apply but there is implied authority in case law. However this is a case by case analysis based upon the CCRs.
 - Power or authority to enforce may be to architectural review committee

- Power or authority to enforce to homeowner
- Homeowner
 - No duty to enforce
 - But usually right to enforce
 - Architectural or Design Review Committee (ARC/DRC)

2. Which Court Can an Enforcement Action be Filed In?

There are three primary courts in Colorado: small claims court, county court, and district court. Each of these courts can hear enforcement action cases. There are advantages and disadvantages to each court which should be considered in evaluating where to file a case including costs, discovery rights, the judges, trial process and jurisdictional limits. These factors should be discussed with your association's attorney given the specifics of an individual case.

3. Remedies

Generally, the sole remedy for breach of a restrictive covenant or rule lies within the equitable jurisdiction of the courts. In other words, the courts will not grant the prevailing plaintiff monetary relief, but instead require the defendant to strictly comply with the restrictive covenant or rule (injunction).

In the past, the courts have ordered the following remedies: (1) temporary injunctions, (2) permanent injunctions, (3) court orders directing the removal or modification of building and structures to conform with restrictions, and (4) attorney's fees and costs of the prevailing party.

One other remedy is available in unusual circumstances: Monetary damages may be imposed on the defendant when the court can no longer strictly enforce the covenant or rule. However, to receive damages the plaintiff must prove that the violation of the restriction monetarily damaged the plaintiff in some way.

4. Recovery of Attorney Fees

- a. Colorado law (C.R.S. §38-33.3-123(2)) authorizes the association, a unit owner, or class of unit owners affected by another party's failure to comply with CCIOA or the association's governing document to seek reimbursement for costs and attorneys fees without the commencement of legal proceedings.
- b. Also C.R.S. §38-33.3-315(4) provides that misconduct that creates a common expense of the association may be placed on the offending owner's ledger.

- c. In the event that a lawsuit is filed to enforce or defend any provision of CCIOA or an association's governing documents, Colorado law (C.R.S. §38-33.3-123(c)) requires courts to award costs and reasonable attorney fees to the prevailing party. Courts use the word reasonable to reduce the amount of fees awarded to the prevailing party.

Therefore, if a court of law finds in favor of the association, the association is entitled to recover from the losing party the attorney fees it spent. Likewise though, if the owner wins, the association will be required to pay the owner's legal fees.

- c. Most declarations also have a provision that authorizes the association to recover from the owner any legal fees the association incurs in enforcing its covenants.
- d. Even though the association may be entitled to recover its attorney fees, a court must still determine if the amount of attorney fees sought is "reasonable."

- 5. Defenses to Enforcement of Covenants and Rules: Defenses against restrictive covenants fall into two groups. The first group includes:
 - Challenges to the covenant or rule
 - Challenges to the procedures of the association
 - Abandonment

The defenses in this group relate to the actions of the Declarant or association in how the governing documents were created and enacted and applied. If a Declarant failed to properly enact the governing documents or if the association made an error in amending the documents this can be attacked. In addition if the Declarant failed to follow the documents in order to sell the properties a claim of abandonment of a particular rule can be raised. In addition, failure of a board to enforce can create a defense of abandonment of a particular rule or covenant. Typically, three or four prior violations that have gone unenforced are probably insufficient to make any of the defenses valid. Rather, the number of prior violations must be so great that a reasonable person would come to the conclusion that the particular covenant or rule has been abandoned or waived.

The second group of defenses include:

- Estoppel
- Laches
- Waiver
- Statute of limitations

The defenses in this group deal directly with the association's (or plaintiff's) actions or inactions prior to or during the time of the alleged violations which mislead an owner acting in good faith to believe what he or she is doing does not violate a rule or covenant.

- a. Statute of Limitations on Building Restrictions. Colorado law for both CCIOA and non CCIOA association imposes a one year statute of limitations on actions brought to enforce the terms of any building restriction or compel the removal of any building or improvement on land. The complete statute follows:

38-33.3-123. Enforcement - limitation. (2) Notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of the declaration, bylaws, articles, or rules and regulations or to compel the removal of any building or improvement because of the violation of the terms of any such building restriction unless the action is commenced within one year from the date from which the person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

38-41-119. One-year limitation

No action shall be commenced or maintained to enforce the terms of any building restriction concerning real property or to compel the removal of any building or improvement on land because of the violation of any terms of any building restriction unless said action is commenced within one year from the date of the violation for which the action is sought to be brought or maintained.

Thus, if no action (i.e. lawsuit) is brought within one year from the date of the building restriction violation, the right to sue is forever lost. It is not sufficient to send a letter demanding removal or compliance, but rather an actual lawsuit must be filed within the one year window. However, the lawsuit does not necessarily need to be served on the defendant within the one year statute of limitations.

- b. Statute of limitations on use violations: Each day that a use violation occurs is considered a new violation, therefore the statute of limitations begins to run on the last day the use violation occurs. Unlike covenant and rule violations involving buildings or improvements, there is no statute of limitations specific to common interest communities for enforcing a use violation, so we must look to the nature of the

claim for guidance. Covenants and the rules passed through the authority of the covenants, are based on contract theory meaning that, without a statute specific to common interest communities, the courts treat covenants similarly to contracts. Covenant enforcement actions which are analogous to breach of contract actions are to be held to the statute of limitations for contracts which is three years. Covenants and rules may also result in a claim which is more analogous to a negligence action. In this case, the statute of limitations for use violations would be the same for negligence actions which is two years.

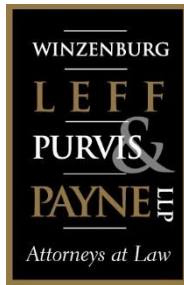
- c. Other Defenses: In addition to the above defenses, additional defenses that are often asserted include:
- Violation of a constitutional right, statute, covenant, or public policy
 - Board exceeded its authority
 - Rule was not properly enacted in accordance with governing documents (declarations require owners to have opportunity to comment on rules)
 - Enforcement procedures were not followed (procedure requires 30 days notice before lawsuit and only 10 days notice was given)
 - Covenant or rule is vague or ambiguous (No recreational vehicles)
 - Covenant or rule is being applied in an arbitrary and capricious manner

6. Judicial Perspective

- a. Demands on judicial system; very high, crowded dockets
- b. Perception of HOAs and boards; generally negative, unreasonable, arbitrary, controlling
- c. Court sitting "in equity"; broad discretion to fashion appropriate remedy
- d. Making your case:
- Reasonable board
 - Procedures documented in writing and followed
 - Documents followed
 - Correspondence and records exist
 - Efforts to resolve prior to filing suit

Procedures and Forms for Successful Covenant and Rule Enforcement

- A. Covenant and Rule Enforcement Procedures
- B. Fine Schedule
- C. Warning Letter to Owner
- D. Notice of Violation and Hearing Letter to Owner
- E. Violation Hearing Procedures
- F. Findings of Board
- G. Letter Regarding Board's Decision
- H. ARC Guidelines and Procedures
- I. Application Form
- J. Application Submission Checklist
- K. Letter to Applicant Regarding Receipt and Status of Application
- L. Variance Request Form
- M. Variance Checklist
- N. Application Evaluation Checklist
- O. Decision of Committee Form (Application)
- P. Decision of Committee Form (Variance)
- Q. Letter to Applicant Regarding Committee's Decision
- R. Appeal Procedures
- S. Notice of Appeal
- T. Decision of Board
- U. Letter to Applicant Regarding Decision of Board
- V. Letter Regarding Cease and Desist
- W. Letter Regarding Restoration of Property
- X. Letter Regarding Construction Not in Accordance with Application
- Y. Letter Regarding Construction Not Completed in Timely Fashion



LINDSAY S. SMITH
lsmith@wlpplaw.com
www.cohoalaw.com

April 16, 2021

Via e-mail to:

Board of Directors
“your metropolitan district”
c/o

Re: Proposal for Legal Services for “your metropolitan district”

Dear Members of the Board of Directors:

We are writing at Mrs. Hartung’s request to provide information about the legal services that our firm can provide **“your metropolitan district”** (the “District”). For 40 years Winzenburg, Leff, Purvis & Payne, LLP has specialized in representing community associations and metropolitan and special districts throughout the Denver metropolitan, and Colorado Front Range and mountain areas. We offer our proposal to undertake covenant enforcement and fee collection matters as special legal counsel to the District.

Why Choose Us?

We know that you have several options of law firms that provide legal services to your community. We believe the provision of legal services still requires, and best serves the client, when there is a professional relationship between the client and the lawyer and the lawyer is responsive to the needs of the client. That professional relationship develops over time, but is furthered when certain characteristics exist. Those characteristics include the following:

CLIENT SATISFACTION IS OUR TOP PRIORITY

At Winzenburg, Leff, Purvis & Payne, client satisfaction is our top priority. We promptly return all phone calls, work with you to determine deadlines and meet those deadlines, and provide timely status reports for collection accounts and covenant violation matters. Our attorneys are always available to speak to you concerning legal issues that matter to you.



Focused on Communities

8020 Shaffer Parkway, Suite 300
Littleton, Colorado 80127
303.863.1870
Fax 303.863.1872



TRUST

We strive to create a relationship with our clients based on trust. You can trust us to:

- know the law relating to communities, covenant enforcement, and collections, without having to learn at your expense
- represent the District's best interests
- provide timely and effective representation
- provide sound, practical advice along with our legal advice
- not sell you unnecessary services

SUPERIOR EXPERIENCE

We have substantial experience in representing common interest communities throughout Colorado in collecting delinquent assessments, dues, fees and other charges, as well as enforcing their restrictive covenants and rules and regulations. Because you already have general counsel for matters such as budgeting, meetings, and governance, our proposed services are limited to covenant enforcement and fee collection matters working in concert with your general counsel.

AFFORDABLE COST

We are committed to providing the highest level of personal attention to our clients in the most economically efficient manner. We will work with you to determine your specific needs and devise a plan to meet these needs within your budget. Our general fee collection schedule includes numerous fixed fees, as you can see in the attachment. Covenant and rule enforcement matters require a more variable time commitment, and our fees for such matters are billed hourly at the following rates: from \$160 to \$350 per hour for our attorneys, \$140 per hour for law clerks (when available), and \$110 per hour for our paralegals.

Please do not hesitate to call if you have any questions regarding our fees, services, or any other specific issues. We welcome the opportunity to serve the District.

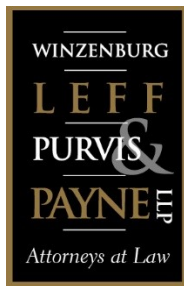
Very truly yours,

WINZENBURG, LEFF, PURVIS & PAYNE, LLP

LSS/ag

Encl.

P.S. This proposal and the enclosures, including our fee schedules, contain proprietary and confidential information to be shared only with the Board of Directors and manager.



2021 TRADITIONAL FEE SCHEDULE DISTRICT CLIENTS

COUNTY COURT COLLECTION FEE SCHEDULE	
County court services will be billed on a monthly basis at fixed fees or hourly rates as they are incurred as follows:	
FEE	SERVICE
No charge	Open and prepare collection file.
No charge	Prepare, update and send monthly status reports to the District.
\$150.00	Fixed fee to review owner account documents, calculate balance due, and prepare and send a demand letter to owner. A \$50.00 additional fee if owner is foreclosing lender.
\$100.00	Fixed Fee to prepare and send debt verification letter to owner after the demand letter expiration date.
\$60.00	Fixed Fee to prepare and send payment reminder letter to owner.
\$125.00	Fixed Fee to prepare and send payment plan agreement to owner prior to initiation of a lawsuit. A monitoring fee of \$15.00 per month will be charged to monitor payments due under the payment plan.
\$75.00	Fixed Fee to prepare and send notice of default letter to owner in the event owner does not comply with the provisions of pre-lawsuit payment plan agreement.
\$375.00	Fixed Fee to: <ul style="list-style-type: none"> • Review file upon expiration of demand letter; • Communicate with District in obtaining ledger; • Reconcile account balance; • Prepare initial County Court Summons and Complaint and Exhibits (“lawsuit”); • Send lawsuit to process server and follow up communications with process server; • E-file lawsuit with Court; • Review file and reconcile account in preparation for Court return date; • Appear and travel to/from Court on Court return date; • Review Colorado Courts E-Docket to ascertain if Answer filed by owner; Review Colorado Courts E-Docket to confirm accuracy of judgment entered.
\$75.00	Fixed fee to prepare and file Affidavit of Attorneys’ Fees and Costs with Court for Court return date.
\$125.00	Fixed Fee to prepare and e-file Motion for Default Judgment against owner and to prepare and e-file Affidavit of Attorneys’ Fees and Costs and other supporting documents in support of Motion.
\$150.00	Fixed Fee to negotiate and prepare Settlement Stipulation after the initiation of the lawsuit and prior to an Answer being filed. Fixed Fee includes preparation and filing of Motion to Dismiss upon compliance with Settlement Stipulation. A monitoring fee of





	\$15.00 per month will be charged to monitor the payments due under the Settlement Stipulation.
\$100.00	Fixed Fee to prepare and send owner Notice of Default in Settlement Stipulation.
\$125.00	Fixed Fee to reconcile the account balance and to prepare and file Motion for Entry of Judgment upon default under the Settlement Stipulation, Affidavit of Fees and Costs and Proposed Order.
\$75.00	Fixed Fee to prepare and send notice of judgment letter to owner.
\$125.00	Fixed Fee to prepare and file post-judgment interrogatories. Fixed fee includes arranging service on owner and monitoring for an Answer within the deadline provided.
\$125.00	Fixed Fee to prepare and file Motion for Contempt Citation, Proposed Citation and Proposed Order.
\$150.00	Fixed Fee to prepare and file Writ of Garnishment. Fixed fee includes arranging service on the Garnishee, monitoring for an Answer within the deadline provided, monitoring for payments due under the Garnishment, forwarding payments to the District and preparing Notice of Release of Garnishment.
\$150.00	Fixed Fee to prepare post-judgment payment plan agreement. A monitoring fee of \$15.00 per month will be charged to monitor payments due under the agreement.
\$195.00	Fixed fee to prepare letter to court requesting transcript of judgment, e-record transcript of judgment in county records, to prepare letter to court requesting certificate of satisfaction of judgment, prepare and e-file satisfaction of judgment with court, prepare and e-record certificate of satisfaction of judgment in county records.
\$100.00	Fixed Fee to reconcile account ledger, calculate balance owed after judgment has been satisfied and to prepare and send letter to owner regarding account balance following Satisfaction of Judgment.
\$50.00 each	Fixed Fee for computerized skip tracing and investigation, credit report and analysis or box breaker.
\$150.00	Fixed Fee to prepare payoff calculation letter (a rush fee of \$75.00 is added if the payoff is required within 48 hours of request).
\$30.00	Fixed Fee to review ownership and encumbrance report.
\$50.00	Fixed Fee to review the accuracy of assessment lien not prepared by our office.
\$30.00 each	Fixed Fee to conduct foreclosure, military or bankruptcy search in preparation for lawsuit.
\$195.00	Fixed Fee to review ledger and calculate super lien, and to prepare and send super lien demand letter to first deed of trust holder. Fixed fee includes monitoring of public trustee foreclosures up to nine months. Monitoring of public trustee foreclosures over nine months will be charged at our hourly rates.
\$300.00	Fixed Fee to obtain and review ledger, calculate balance and prepare and file Notice of Intent to Redeem with supporting documents.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.

BANKRUPTCY FEE SCHEDULE

All fees for bankruptcy services will be billed on a monthly basis at fixed fees or hourly rates as follows:

FEE	SERVICE
-----	---------



\$175.00	Fixed Fee to prepare Entry of Appearance in a Chapter 7 bankruptcy case.
\$250.00	Fixed fee to prepare and file Entry of Appearance and a Proof of Claim in a Chapter 13 bankruptcy case.
\$350.00	Fixed Fee to prepare and file Motion to Dismiss a Chapter 13 bankruptcy case with supporting documents for owner's failure to make plan payments.
\$375.00	Fixed Fee to prepare and file Motion for Relief from Bankruptcy Stay with supporting documents.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.

Costs (e.g. ownership and encumbrance reports, service of process charges, court filings, document recording fees, etc.) are billed on a monthly basis and due and payable upon receipt of the invoice. There is no charge on general collection matters for photocopies, postage, long distance phone calls, incoming or outgoing faxes, and preparation of monthly status reports.

The following are our **2021 hourly rates**:

Mark K. Payne	\$350.00 per hour
Suzanne M. Leff	\$325.00 per hour
Molly Foley-Healy	\$350.00 per hour
Kimberly A. Porter	\$325.00 per hour
Wendy E. Weigler	\$325.00 per hour
Brianna L. Schaefer	\$300.00 per hour
Lindsay S. Smith	\$300.00 per hour
Travis B. Keenan	\$320.00 per hour
Marci M. Achenbach	\$225.00 per hour
Amanda M. Doherty	\$225.00 per hour
Jimoh A. Yussuf	\$180.00 per hour
Law Clerk (if available)	\$140.00 per hour
Paralegals	\$110.00 per hour



Monthly Management Summary

High Plains Metropolitan District

Date:

Time:

4/15/2021 - 5/20/2021

Page:

Portfolio Manager: Chelsea Garza chelsea.garza@rowcal.com (970) 776-6507

Property Information

Number of Units: 910

Number of Resales: 25

Communications

Number of Violations: 0

Phone Calls This Month: 9

Number of Closed Violations: 0

Number of ACC requests: 9

Number of Work Orders: 0

Financial Summary

Account Balances

Total Operating Accounts \$143,271.00

Total Reserve Accounts

Total Cash on Hand \$143,271.00

Total Income	Month To Date	Year To Date
Total Revenue	\$11,407.00	\$160,528.00
Total Expense		
Net Income/Loss	\$11,407.00	\$160,528.00

Upcoming Management Plan Items

Plan Item

Date

Responsible Party

Manager Action Item Updates:

Manager Action Items

Open Items:	10
New Items:	17
Closed Items:	17

Manager Action Items

Description	Due Date	Status
Warranty Walks for Monument & Renovated Park - May Setup meeting onsite with Mark Taylor & Kara Scheetz (Architerra)/Cox/LC/Irene	06/30/2021	Not Started
ACH Form Yantley CT. -Add ACH. Thank you.	03/26/2021	Completed
4/15/2021 4:20:51 PM	Task Completed	
4/15/2021 10:23:22 AM	Homeowner did not send Voided check with ACH Form. Cannot process	
Moraine Dr > CO-COHPMD45765	04/06/2021	Completed

I apologize as the original Action Item disappeared from me (and if I'm incorrect I apologize). We're unsure of why the check was returned and we're going to leave this In Progress until we can confirm with the bank about the address for High Plains.

Quarterly assessments will receive a quarterly statement and do not receive coupon books, we've opted the owner in to receive Statements on their account.

Thank you!

5/11/2021 11:19:56 AM Homeowner ACH Went through. They have a zero balance

Otero PI	04/08/2021	Not Started
Kathleen, when I look up the property address i get two different account owners with account numbers that are one number different from each other. but the owner says they have owned the property since early 2020. they have also just received a statement letter addressed to Lenar at the property address and are confused as to why they are receiving this.		
Clifton PI - developer	04/14/2021	Completed
The owner of Clifton called because he received a statement showing he had an assessment due, but he pre-paid a year of dues when he bought the home in July. From what he remembers, all the title info was sent to Summit back in July. He will check to see if he has a copy of the title. Please check if we have that title info, and put the account on hold for collections while the payments get sorted out.		
4/26/2021 3:32:18 PM	I cannot help in this matter.	
Get vendor out to power wash/brush the brick on Monuments, Pillars, Bridge, etc. Per Lesanne - Architerra	05/17/2021	Not Started

Do you happen to have a picture of it? It sounds like efflorescence but I want to be sure. I can also take a look when I'm out that way

to review the Lennar development.

If it is efflorescence, that is typical in Colorado. It is caused by salt deposits in rainwater and snowmelt. It can be power washed or brushed off. It's best to do that after we've passed the snowy season, so maybe hold off on cleaning for another couple of weeks just to be sure?

Quantock Way - ACH ISSUE 04/16/2021 Completed

Owner sent an email about changing her ACH account on April 2nd because she was closing her former account that the ACH drafts from. Care Team didn't submit the ACH request to accounting until 4/5, the same day that the ACH was drafted from the now closed account. Accounting should be getting a notice back from the bank letting them know the account was closed, but the owner shouldn't be billed any additional charges, as they sent in their account change information before the ACH was set to draft.

4/15/2021 1:20:23 PM Complete.

Quantock-Sewer Line 04/16/2021 Completed

Phone message. Homeowner has a damaged sewer line, they have some one coming to look into this, but needs to know if the associatio covers anything? 303-902-9439

4/28/2021 7:49:03 PM Owner was notified that this is an owner responsibility and not covered by the Metro District.

Otero PI - call back 04/15/2021 Not Started

Mona Turner requested a call back 623.243.3221 about an issue she has been trying to get resolved.

Jamison-coupon book 04/19/2021 Completed

please order a coupon book for property

4/15/2021 9:17:12 AM Task Completed

8184-payment dispute 04/20/2021 Completed

please investigate previous owners ACH activity. they said they were charged and the new owner should have paid. please listen to VM, payment disputed needs to be looked into.

4/19/2021 9:34:41 AM Please see note and attachments, thank you!

Remove late fee 04/20/2021 Completed

Late fee needs to be removed on:

Clifton PI-payment has been received in full for the year

Payment is not posted in CINC, no sure why?

4/20/2021 4:25:34 PM Accounts receivable completed

Blackstone Pkwy - ACC Request 04/28/2021 Deferred/On-Hold

Attached are two separate forms for work we are having completed. One is for our front window replacements and the other for exterior home paint. Windows will be the same design and I've attached the windows that will be the replacements and I've also attached the colors we are looking to use for our house paint. Dark green with one small portion a tad lighter green and an offwhite trim. I've included a home in the neighborhood that we would like to replicate and an example of our home showing the colors. I used a program to try and replicate the colors but it would let me update fully, the garage doors will also be painted the same darker green that will be used for our house. Just as the other home pictures. Please let me know if you need anything else! Thank you :)

Signage Send a letter to Lenar in regards to signage up in the community - they owe money to have signs up - THIS IS WHAT YOU OWE TO DATE AND SIGNS NEED TO BE UPDATED TAKEN DOWN WITHIN 30 DAYS	04/30/2021	In Progress
Purchase Domain Blackstonemetro.org - purchase domain website Bluehost? GoDaddy?	04/30/2021	Completed
5/18/2021 11:39:22 AM	Will be discussed during 5/20 Board meeting.	
Snow Damage Drive with Ben at Landteck - what damage was done. Create list with photos.	04/30/2021	Completed
5/3/2021 5:23:02 PM	Scheduled drive through with Ben week on May 3rd.	
Jennifer Dubrow/Tim Flannagan Neighbor watch - supposed to join with Aurora? Did they join? Updates for the board?	04/30/2021	Completed
5/5/2021 5:46:25 PM	Reached out to both parties - requested more information. Will follow up.	
Ben w/ Landteck Redoing the Guidance to completing 8-15 inches - update to main contract - need for main meeting	04/30/2021	Completed
5/5/2021 5:44:02 PM	Worked with Ben - he will be sending this over.	
Board Meeting Clints office, Curtis office CPA, Ben Landteck, 10th of May create agenda - lighting proposal for smaller park, update on Lenar sign letter, covenant enforcement report, AR report, proposals for signage at the new parks, SEND OUT BY TH 3RD A COMMUNITY BLAST ABOUT THE MEETING, ONCE APPROVED ANOTHER EMAIL BLAST WITH APPROVED AGENDA SEND TO BOARD BY THE 10TH WITH CHANGES, THEN SEND TO SEAN, PACKET MUST GO OUT BY THE 13TH AND POST ON WEBSITE	05/03/2021	Completed
5/18/2021 11:38:42 AM	Items have been completed or discussed.	
Landscape Proposals for signs for small park/Lenar (design) Ask Carol Hesick to send designing info for signs for the Lenar park and small park Check - is there a way to create a sharepoint for just the Landscape Committee/Board to house documents	04/30/2021	Completed
5/18/2021 11:38:05 AM	Items have been completed or discussed	
Quantock Way-ACC Request Hi Chelsea, do you have a ACC request for a driveway repair at this address?? I can not find it	04/27/2021	Completed
4/28/2021 7:50:18 PM	Owner spoke with Irene and they are good to go with the driveway repair - they are just fixing the driveway as is, not changes or additions/modifications will be made.	
Links PI-property line please call Jennifer, she is wondering about a property line for the open lot next door to her home and she wants to know if you have that info?	04/28/2021	Not Started
ACH-Fauver CO-COHPMD45481	05/05/2021	Completed
5/4/2021 9:20:45 AM	Task Completed	
Yantley Ct - Permission form	05/18/2021	Not Started

"As suggested, I have filled permission form and had my neighbors sign it. Please go through the attachment and let us know if you need anything else from my end."

common area on Blackstone parkway-broken irrigation line.Owner called to report that there is a broken irrigation line pouring water in the first pedestrian roundabout on Blackstone parkway just past Jameson Court

05/14/2021

Completed

5/18/2021 11:40:14 AM Ben Zand and Landtech responded right away and fixed this issue.

Quantock Way - Concrete Driveway

05/20/2021

Not Started

Owner sent in photos of the cracked concrete in the driveway. I didn't create a work order because I had no information to do so. Please let me know if you want me to create a work order and who to assign to.

Yantley Ct. - ACC request

05/20/2021

Not Started

Please see attached ACC request

Irene Borisov

From: Ben Zand <benz@landtechcontractors.com>
Sent: Tuesday, May 18, 2021 12:21 PM
To: Chelsea Garza; Irene Borisov
Cc: kevin.cox@coxprolandscape.com
Subject: HPMD, Landtech, & Cox Snow follow-up

Good afternoon everyone,

I wanted to send this email to follow-up on our conversation yesterday that we had Chelsea.

Landtech is satisfied with the repairs that Cox Landscaping made to the damaged sod/landscape areas, and we are ready to relinquish Kevin from any further obligations to repair damaged sod/landscape areas.

Best regards,

Ben Zand
Account Manager



525 Laredo Street
Aurora, CO 80011
Direct 720-975-2218
Cell 720-749-0067
benz@landtechcontractors.com
www.landtechcontractors.com



Cox Professional Landscape Services LLC
 Operating Account
 14051 E Davies Ave Unit A
 Centennial, CO 80112
 303-693-6878

Redstone Bank
 Centennial, CO
 82-739/1070

16969

4/8/2021

PAY TO THE ORDER OF **High Plains Metro District**

\$ ****2,275.00**

Two Thousand Two Hundred Seventy-Five and 00/100*****

DOLLARS

High Plains Metro District
 c/o Summit Management & Consulting
 4950 S Yosemite St, F2-506
 Greenwood Village, CO 80111



[Handwritten Signature]
 AUTHORIZED SIGNATURE

MEMO **Full Spectrum Lighting - Snow Damage - Estimate 1**



Cox Professional Landscape Services LLC / Operating Account
 High Plains Metro District

4/8/2021

16969

Full Spectrum Lighting - Snow Damage - Estimate 11

2,275.00

Redstone - Operating Full Spectrum Lighting - Snow Damage - Estim

2,275.00



Details on Back. Security Features Included.

Full Spectrum Lighting, Inc.

6896 E. Archer Dr.
Denver, Co. 80230
303-204-0949

Estimate

Date	Estimate #
4/6/2021	1196

Name / Address
High Plains Metro District 1805 Shea Center Dr. Suite 100 Highlands Ranch, CO 80129

			Project
Description	Qty	Cost	Total
Electrical, Remove pole that had been knocked down in snow storm.	1	650.00	650.00
Repair pole at out shop which will take a considerable amount of time welding properly. Install pole once it has been repaired.			
Materials, Welding and time to do the repair	1	1,560.00	1,560.00
Service Call	1	65.00	65.00
Total			\$2,275.00

Customer Signature _____

Full Spectrum Lighting, Inc.

6896 E. Archer Dr.
 Denver, Co. 80230
 303-204-0949

Estimate

Date	Estimate #
4/15/2021	1201

Name / Address
High Plains Metro District 1805 Shea Center Dr. Suite 100 Highlands Ranch, CO 80129

			Project
Description	Qty	Cost	Total
Electrical, Install 5LED bollards along the west walk path. And install 3 LED bullet spot lights shining up on brick wall on the northeast side of park. Install 1 LED solar dome light in the gazebo. Will have to trench in front of brick wall and then put crushed gravel back in place. 2 techs	47	160.00	7,520.00
Materials, 5 caissons, 5 LED Bollard lights, 3 bullet flood lights, 1 LED solar dome light	1	2,527.00	2,527.00
Service Call	1	65.00	65.00
Electrical, install 2 more bollards to the east of the retaining wall.	2	80.00	160.00
Materials, 2small caissons, 2 bollards	1	830.00	830.00
Electrical, Install 1 pole light between the playground and the grass.		0.00	0.00
Materials, 1 large caisson, 1 ANP LED Head to match the other park, 1 pole and fittings	1	4,630.00	4,630.00
Freight TBD		0.00	0.00
Trencher, Weekly rental	1	300.00	300.00
Electrical, Pull wire from box behind brick wall trench underneath sidewalk trench to gazebo and then cut concrete to run wire up one of the posts. Install Dome light that matches what is at the other park. 2 techs	12	160.00	1,920.00
Materials, DomeLight, Conduit, Wire, J-box	1	915.00	915.00
		Total	\$18,867.00

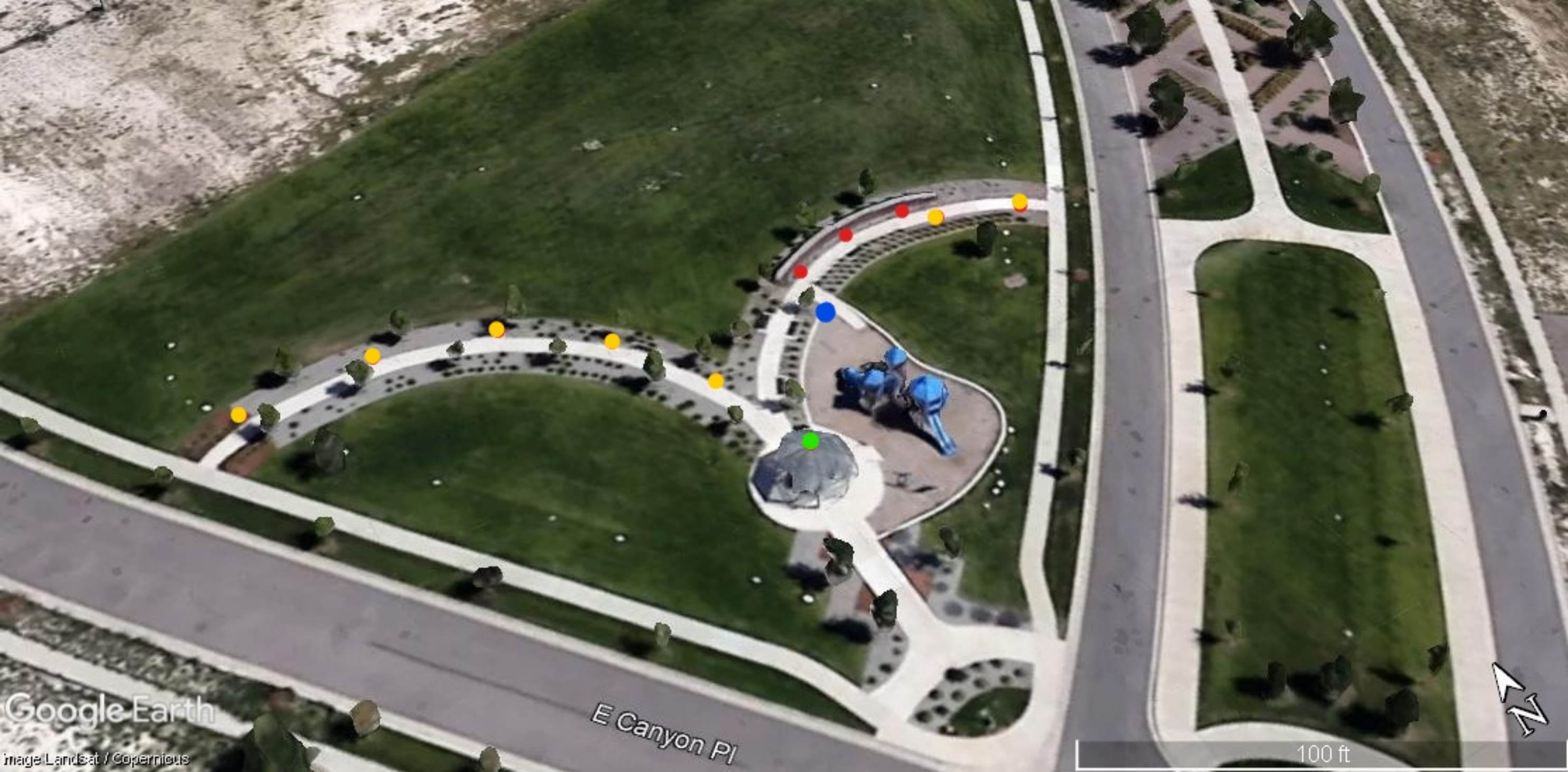
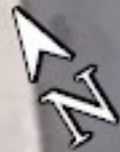
Customer Signature _____

Google Earth

Image Landsat / Copernicus

E Canyon Pl

100 ft





40" Round Flat Top Bronze finish 25W 1850 Lumens

Cool 5000K

Natural 4000K

Warm 3000K

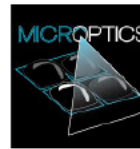
Our Horizon Mast Arm luminaire is a blend of beautiful luminaire design which is a compliment to commercial or recreational pathways. It is named the Horizon because the luminaire is intended to be a vehicle of which the horizon can be viewed through the inside and around the luminaire without obstruction.

This Dark Sky Friendly Full Cutoff luminaire utilizes silicone Micro Optics to distribute light uniformly as its LEDs are recessed and hidden. Its performance exceeds IES minimum foot candle levels at lower wattage and extends maintenance cycles throughout its lifetime. Horizon MA is available in (warm) 3000, (neutral) 4000 and (cool) 5000 Kelvin temperatures and a range of 18 to 205 watts.

Built to conform to the strictest Made in America standards. Designed, tooled, fabricated and assembled in the USA.



* Showing Dome Top Option



MICRO OPTIC SYSTEM

Our new cell-enclosed, micro optic silicone modules produce high clarity and outstanding performance.

LED WATTAGE CHART

	16L	32L	48L	64L
350 milliamps	18w	-	-	-
530 milliamps	28w	56w	-	-
700 milliamps	36w	71w	104w	136w
1050 milliamps	56w	106w	156w	205w

Project Name: _____ Type: _____

Cat #	Light Dist.	No. of LEDs	Milliamps	Kelvin	Volts	Mounting	Color	Options
Horizon 1 (HRZ-1)	Type 2 (T2)	16 (16L)	350 (35) <i>*16L Only</i>	3000 (30K)	120-277 (UNV)	Mast Arm Over 2-3/8" OD (MA)	Bronze (BRZ)	Dome Top (DT)
	Type 3 (T3)	32 (32L)	530 (53) <i>*16L-32L Only</i>	4000 (40K)	347-480 (HV)		White (WHT)	Marine Grade Finish (MGF)
	Type 4 (T4)	48 (48L)	700 (7)	5000 (50K)			Silver (SVR)	Nema 7-Pin Receptacle (PE7)
	Type 5 (T5)	64 (64L)	1050 (1)				Hunter Green (HGN)	Receptacle + Short.Cap (PER)
							Black (BLK)	Photocell (PC) <i>*Universal Voltage 120-277</i>
						Graphite (GPH)	Surge Protector (10K)	
						Grey (GRY)	FSP-211 with Motion Sensor (Universal Voltage) (FSP-8) <i>*For 8' + Below</i> (FSP-20) <i>*For 9' to 20'</i> (FSP-40) <i>*For 21' to 40'</i>	
						Custom (CS)	House Side Shields (HSS)	

PRODUCT SPECIFICATIONS

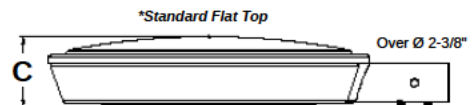
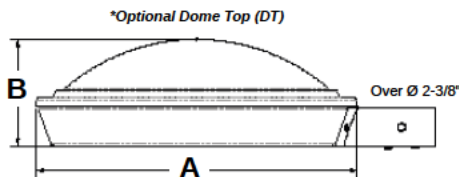
Housing: Low Profile Cast, Spun Aluminum Housing + Frame
LED: Lumileds Luxeon MX. CRI 70
Optics: Micro Optics; T2, T3, T4 and T5
Watts: 18-205
L70 Depreciation: 483,000 Hours (@77°F/ 25°C)
L90: 70,000
Listings: Conforms to UL 1598 Standards

Driver: 0-10V Dimming driver as standard by Philips Advance
 THD @ Max Load < 15%
 Power Factor @ Max Load < 0.95
Kelvin: 3000, 4000, or 5000
Finish: 3-5 mils Powder Coat
Warranty: Standard Warranty is 5 years for Driver and LEDs

PRODUCT DIMENSIONS

LUMEN DATA CHART													
PART NUMBER	T2 LUMENS	T2 LM/W	T3 LUMENS	T3 LM/W	T3-HSS LUMENS	T3-HSS LM/W	T4 LUMENS	T4 LM/W	T4-HSS LUMENS	T4-HSS LM/W	T5 LUMENS	T5 LM/W	Watts
HRZ-1-16L-35-30K	2142	119	2088	116	1044	58	2070	115	1026	57	2160	120	18
HRZ-1-16L-35-40K	2305	128	2247	125	1116	62	2227	124	1098	61	2322	129	18
HRZ-1-16L-35-50K	2356	131	2297	128	1188	66	2277	127	1170	65	2376	132	18
HRZ-1-16L-53-30K	3275	117	3192	114	1624	58	3165	113	1596	57	3304	118	28
HRZ-1-16L-53-40K	3524	126	3435	123	1736	62	3406	122	1708	61	3556	127	28
HRZ-1-16L-53-50K	3603	129	3511	125	1848	66	3482	124	1820	65	3640	130	28
HRZ-1-16L-7-30K	4100	114	4115	111	2088	58	4003	111	2052	57	4176	116	36
HRZ-1-16L-7-40K	4411	123	4300	119	2232	62	4308	120	2196	61	4500	125	36
HRZ-1-16L-7-50K	4510	125	4396	122	2376	66	4404	122	2340	65	4608	128	36
HRZ-1-16L-1-30K	5858	105	5712	102	3248	58	5661	101	3192	57	5880	105	56
HRZ-1-16L-1-40K	6303	113	6146	110	3472	62	6091	109	3416	61	6328	113	56
HRZ-1-16L-1-50K	6443	115	6283	112	3696	66	6227	111	3640	65	6496	116	56
HRZ-1-32L-53-30K	5858	105	5712	102	3248	58	5661	101	3192	57	5880	105	56
HRZ-1-32L-53-40K	6303	113	6146	110	3472	62	6091	109	3416	61	6328	113	56
HRZ-1-32L-53-50K	6443	115	6283	112	3696	66	6227	111	3640	65	6496	116	56
HRZ-1-32L-7-30K	7427	105	7881	111	4118	58	7896	111	4047	57	8236	116	71
HRZ-1-32L-7-40K	7991	113	8480	119	4402	62	8496	120	4331	61	8875	125	71
HRZ-1-32L-7-50K	8169	115	8669	122	4686	66	8685	122	4615	65	9088	128	71
HRZ-1-32L-1-30K	11088	105	10812	102	6148	58	10715	101	6042	57	11130	105	106
HRZ-1-32L-1-40K	11930	113	11634	110	6572	62	11529	109	6466	61	11978	113	106
VSR-1-32L-1-50K	12196	115	11893	112	6996	66	11787	111	6890	65	12296	116	106
HRZ-1-48L-7-30K	11844	114	11544	111	6032	58	11648	112	5928	57	12068	116	104
HRZ-1-48L-7-40K	12744	123	12421	119	6448	62	12444	120	6344	61	12985	125	104
HRZ-1-48L-7-50K	13028	125	12698	122	6864	66	12792	123	6760	65	13275	128	104
HRZ-1-48L-1-30K	16318	105	15912	102	9048	58	15769	101	8892	57	16455	105	156
HRZ-1-48L-1-40K	17558	113	17121	110	9672	62	16968	109	9516	61	17705	113	156
HRZ-1-48L-1-50K	17950	115	17503	112	10296	66	17346	111	10140	65	18100	116	156
HRZ-1-64L-7-30K	15488	114	15096	111	7888	58	15124	111	7752	57	15781	116	136
HRZ-1-64L-7-40K	16665	123	16243	119	8432	62	16273	120	8296	61	16981	125	136
HRZ-1-64L-7-50K	17037	125	16606	122	8976	66	16728	123	8840	65	17359	128	136
HRZ-1-64L-1-30K	23346	114	22755	111	11890	58	20722	101	11685	57	23780	116	205
HRZ-1-64L-1-40K	25120	123	24484	119	12710	62	22297	109	12505	61	25625	125	205
HRZ-1-64L-1-50K	25681	125	25031	122	13530	66	22795	111	13325	65	26240	128	205

DIMENSION	HRZ-1
A	24.00 in
B	8.00 in
C	5.27 in

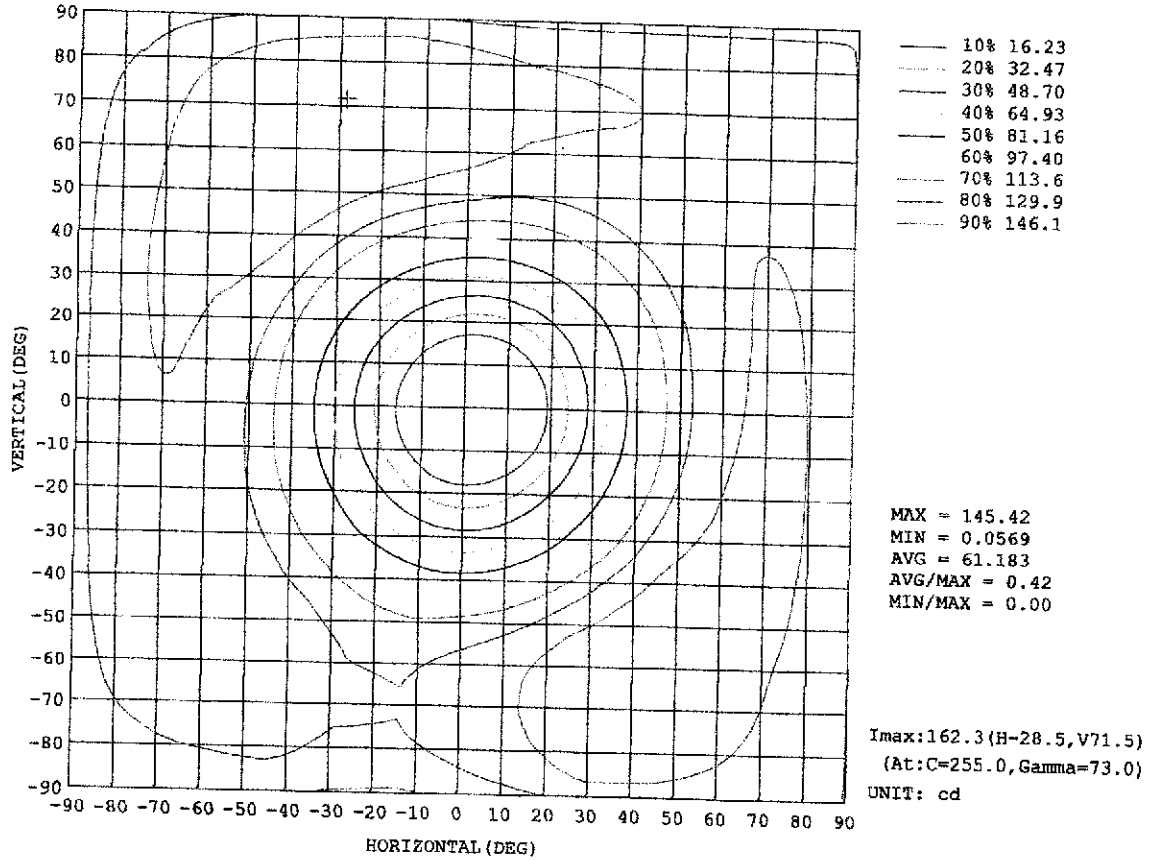


EPA	STD TOP	DOM TOP
HRZ-1	.92	1.17



ISOCANDELA DIAGRAM

NAME: LED GARDEN LIGHTING	TYPE:	WEIGHT:
SPEC.:	DIM.:	SERIAL No.:
MFR.: KLED	SUR.:	Shielding Angle:



C Range: 0 - 360DEG
 C Interval: 15.0DEG
 Test Speed: HIGH
 Temperature: 21.5DEG
 Test Date: 2020-07-04

γ Range: 0 - 180DEG
 γ Interval: 1.0DEG
 Humidity: 50.3%
 Test Distance: 1.825m [K=1.0000]
 Remarks:

PROPOSAL – Redesign of Entry Landscapes

Presented to: Clint Waldron, White Bear Ankele Tanaka & Waldron

Presented by: Julie Hendricksen

Regarding: High Plains Metro District, Blackstone Entries

Date: April 27, 2021

Overview

Consilium Design will prepare, as requested, Landscape drawings from concept to construction drawings for the 4 entries at E. Otero Dr, S. Blackstone Pkwy, S. Waterloo Ct., and E. Mineral Pl. First, Consilium will generate a concept package for review with client as an initial study of the entry areas. Once a final concept is approved by the HOA board of directors and landscape committee, Consilium then will create construction documents that will include irrigation renovations as well as specifications. During installation, Consilium will perform construction administration services with the contractor and client as needed.

Concept Planning and Design

The initial step of the (4) entry landscape redesigns will be to create initial landscape concepts and imagery that will relate to the previously designed main entryway for the Blackstone Country Club. Concept's themes and ideas will be generated through discussion with the client regarding the landscape architecture and planning of the site as follows:

Research and Analysis

- Visit the site to photographically document the site and its surroundings.
- Research the existing landscape, irrigation and maintenance of the site and the Blackstone community through interviews with the client, other entities and the review of information that may be readily available from various resources.
- Research, including the incorporation of precedent imagery and other materials provided by the client and other consultants, as well as other resources.
- Meet with the client to review the scope of work, initial direction, and design issues.

Exploration and Discovery

- Consilium Design will create a preliminary concept to be presented to the Client with a combination of photographs, sketches, or plan graphics that demonstrate opportunities for key elements of the entry and median features. The desired attributes the preliminary concept will be identified through discussion with the Client and other design team members.
- Consilium will incorporate the desired attributes of the preliminary concept into a refined concept. After review and discussion with the client, one final concept will be completed.

Design Imagery Deliverables:

- (1) preliminary concept plan
- Plant imagery board
- (1) Final concept design
- Up to 2 meetings with the client for plan review and comment

Consilium Design assumes that other consultants will be responsible for the following:

- *Vertical site elements such as shade shelters, building awnings, building lighting, building signage, etc.*
- *Furniture selections for outdoor spaces*
- *Site layout, grading and drainage*
- *Site signage*
- *Processing of all submittals*

Irrigation

We will design per City of Aurora standards/regulations and clients requirements. We will assume standard irrigation practices to sod and shrub bed areas. We will have a separate drip zone to any plant materials within the native areas and temporarily spray to any native that requires irrigation to establish.

Deliverables:

- 100% review set.
- Final CD's (2 Submittals Total)

Construction Documentation

Construction documents will be created using the base information provided by the client. Any differences between the drawings provided and the existing as-built conditions will need to be verified by the client/contractor before construction begins.

Consilium Design will provide the following:

- Construction plans, details, or specifications for landscape and irrigation, per the approved Final Conceptual Plan.
- Up to 2 meetings with the client for review and comment on the plans.

Construction Administration

During the installation of the landscape construction documents, Consilium will perform on site administration and coordination of any contractor questions that may occur. After installation, a walkthrough of the installation will occur between the contractor, Consilium, and client to determine if any other changes are to be made in accordance with the Construction document plans, details and specifications. A punch list of changes may be created of installation work.

Consilium Design will provide the following:

- Review of contractor bids. Answering Contractor Questions.
- Up to 4 total site visits during and after landscape installation.
- 1 punch list of changes and any following updates.

Additional Design: Landscape Roundabouts

An additional design can be added to the proposal for the landscape redesign of the roundabouts found at the intersection of E. Mineral Dr. and S. County Club PKWY as well as E. Mineral Dr. and S. Blackstone parkway. This additional alternative service would be incorporated into the Construction document drawings.

Consilium Design will provide the following:

- Landscape designs for the (2) roundabouts to be incorporated with the construction document set.

Additional Services

Additional Services include without limitation: presentation models and photographs, drawings, renderings and meetings, Lumion, SketchUp and other graphic services other than those described above.

Excluded Services

- Excluded Services include, but are not limited to, the following: subsurface conditions, soil issues (including suitability for plant material, soil content, level of compaction), lot line location, drainage, utilities location, street signage, security, lighting, and project or construction cost estimates
- Surveying
- Annexation request including annexation map and impact report
- Preliminary Plat/Final Plat
- Engineering Plans and Studies, including civil, geotechnical and structural engineering
- Architectural plans and specifications
- Electrical and lighting/photometric design
- CC&Rs
- Any City fees associated with design or installation of project

Meetings

Up to 4 meetings with the client for review and comment on the plans. Any additional meetings will be considered additional services and billed hourly. Phone calls lasting over 15 minutes will be billed as a meeting.

Proposed Fee

We propose fixed fees for this work as follows:

Fee amounts for individual tasks within the overall proposed fee are for reference only and those amounts may vary within the course of performing work.

Concept Planning	\$18,000.00
Landscape Construction Documents	\$15,240.00
Construction Administration	\$7,250.00
Irrigation Site Visits	\$480.00
Irrigation Construction Documents	\$3000.00
Irrigation Plotting	\$120.00
Irrigation Construction Observation	\$2,520.00
Total Fixed Fee	\$46,610.00

Additional Service's

Landscape Roundabouts
Irrigation Roundabouts

\$3,300.00
\$1,620.00

Total Additional Service Fee

\$4,920.00

Hourly Rate Schedule

Principal:
Senior Landscape Architect:
Professional Support Staff:
Administrative:

Hourly Rates
\$200/hr.
\$150/hr.
\$100/hr.
\$75/hr.