RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE "DISTRICT") HELD JANUARY 22, 2019

A regular meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, January 22, 2019, at 1:30 p.m., at the offices of William Lyon Homes, 400 Inverness Parkway, Suite 350, Englewood, Colorado 80112. The meeting was open to the public.

Directors In Attendance Were:
Craig Wagner
Eric McEachen
Jeffrey McGovern
David Brown

Following discussion, upon motion duly made by Director McGovern, seconded by Director McEachen and, upon vote, unanimously carried, the absence of Robert A. Johnson was excused and Director McEachen was appointed Acting Chairman.

Also In Attendance Were:
Lisa A. Johnson and Judy Leyshon; Special District Management Services, Inc.

Elisabeth Cortese, Esq.; McGeady Becher P.C.

Jason Carroll; CliftonLarsonAllen LLP

Kim Fiore; Independent District Engineering Services, LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Cortese requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Cortese noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the

Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been filed for all Directors by the statutory deadline.

ADMINISTRATIVE MATTERS

Agenda: Ms. Johnson distributed for the Board's review and approval a proposed Agenda for the District's regular meeting.

Following discussion, upon motion duly made by Director McGovern, seconded by Director McEachen and, upon vote, unanimously carried, the Agenda was approved, as amended.

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director McGovern, seconded by Director McEachen and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries, or within the county the District is located, to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of this location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

CONSENT AGENDA

The Board considered the following actions:

- Review and approve Minutes of the November 27, 2018 regular meeting.
- Ratify approval of a Resolution No. 2019-01-01; Resolution to Amend the Current Violation Fees.

Following discussion, upon motion duly made by Director McGovern, seconded by Director McEachen and, upon vote unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

FINANCIAL MATTERS

Claims: The Board considered ratifying approval of the payment of claims as follows:

Fund	Period Ending Dec. 19, 2018	Period Ending Jan. 22, 2019
General	$ 12,492.46	$ 3,386.19
Debt	$ -0-	$ -0-
Capital	$ 531,380.96	$ 412,353.99
Total	**$ 543,873.42**	**$ 415,740.18**

Following discussion, upon motion duly made by Director Wagner, seconded by Director McEachen and, upon vote unanimously carried, the Board ratified approval of the payment of claims, as presented.

Schedule of Cash Position: Mr. Carroll presented to the Board the schedule of cash position statement ending November 30, 2018, updated as of January 14, 2019 and Schedule of Developer Advances.

Following review, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote, unanimously carried, the Board accepted the schedule of cash position statement ending November 30, 2018, updated as of January 14, 2019, and Schedule of Developer Advances.

LEGAL MATTERS

Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvements: Attorney Cortese presented to the Board an update of the Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvement. She noted that she recently met with the City and County of Denver and the Intergovernmental Agreement is progressing.

COVENANT ENFORCEMENT/ DESIGN REVIEW

Community Manager's Report: Ms. Johnson presented to the Board the Community Manager's Report.

CONSTRUCTION MATTERS

Engineer's Report: Ms. Fiore reviewed with the Board the Engineer's Board Meeting Project Status Report dated January 22, 2019. A copy of the report is attached hereto and incorporated herein by this reference.

HUB Facility: Ms. Fiore presented to the Board an update on the HUB.

Task Order No. 2 to Master Services Agreement with Godden Sudik for Additional Services: The Board deferred discussion at this time.

Initial Acceptance of Improvements constructed by WL Contractors and Release of Retainage: The Board discussed the initial acceptance of improvements constructed by WL Contractors and release of retainage.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote unanimously carried, the Board approved initial acceptance of improvements constructed by WL Contractors and release of retainage.

Change Order No. 1 to the Thoutt Brothers Contract for Mew Concrete Reduction: The Board deferred discussion at this time.

Change Order No. 2 to the Thoutt Brothers Contract for Winter Concrete: The Board deferred discussion at this time.

Change Order No. 15 to the MW Golden Contract for Landscape and Irrigation Changes: The Board reviewed Change Order No. 15 to the MW Golden Contract for landscape and irrigation changes.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of Change Order No. 15 to the MW Golden Contract for landscape and irrigation changes for a decrease in the amount of <$77,426.00>.

Change Order No. 17 to the MW Golden Contract for Door Casings and Window Painting Changes: The Board reviewed Change Order No. 17 to the MW Golden Contract for door casings and window painting changes.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of Change Order No. 17 to the MW Golden Contract for door casings and window painting changes in the amount of $11,319.

Change Order No. 18 to the MW Golden Contract for Additional Fencing: The Board reviewed Change Order No. 18 to the MW Golden Contract for additional fencing.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of Change Order No. 18 to the MW Golden Contract for additional fencing changes in the amount of $5,770.

Change Order No. 19 to the MW Golden Contract for Low Voltage Deduct: The Board reviewed Change Order No. 19 to the MW Golden Contract for low voltage deduct.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of Change Order No. 19 to the MW Golden Contract for low voltage deduct in the amount of <$11,021.00>.

Change Order No. 20 to the MW Golden Contract for Handrails: The Board deferred discussion at this time.

Change Order No. 21 to the MW Golden Contract for Trim Wall Tiles at Windows: The Board deferred discussion at this time.

Change Order No. 2 to BrightView Landscape Development, Inc., for Reducing Seat Wall in Pocket Park: The Board reviewed Change Order No. 2 to BrightView Landscape Development, Inc., for reducing seat wall in Pocket Park.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of Change Order No. 2 to BrightView Landscape Development, Inc., for reducing seat wall in Pocket Park a decrease in the amount of <$213.00>.

Change Order No. 3 to BrightView Landscape Development, Inc., for Channel Guard Rail in the amount of $26,982.00: The Board reviewed Change Order No. 3 to BrightView Landscape Development, Inc., for channel guard rail.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote unanimously carried, the Board ratified approval of Change Order No. 3 to BrightView Landscape Development, Inc., for channel guard rail in the amount of $26,982.00.

Change Order No. 4 to BrightView Landscape Development, Inc., for Additional Concrete: The Board deferred discussion.

Task Order No. 4 to the Master Services Agreement with Independent District Engineering Services, LLC ("IDES") for District Oversight Services from December 2018 through May 2019: The Board deferred discussion.

Cost Certification Report No. 12: Ms. Fiore presented to the Board Cost Certification Report No. 12.

Following discussion, upon motion duly made by Director McGovern seconded by Director Wagner and, upon vote, unanimously carried, the Board approved Cost Certification Report No. 12 in the amount of $2,159,647.12.

Release Retainage to Slaton Bros., Inc. : The Board discussed the release of retainage to Slaton Bros., Inc.

Following discussion, upon motion duly made by Director McGovern seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the release of retainage to Slaton Bros., Inc. in the amount of $14,088.20.

OTHER BUSINESS There was no other business for discussion.

ADJOURNMENT There being no further business to come before the Board at this time, upon motion duly made by Director McEachen seconded by Director Wagner and, upon vote unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL JANUARY 22, 2019 REGULAR MINUTES OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Robert A. Johnson

Craig Wagner

Eric McEachen

David Brown

Jeffrey McGovern

RESOLUTION NO. 2019-01-01

AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT ADOPTING THE POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE PROTECTIVE COVENANTS OF DENVER CONNECTION WEST

WHEREAS, the Denver Connection West Metropolitan District (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City and County of Denver, Colorado; and

WHEREAS, the District operates pursuant to its Service Plan approved by the City and County of Denver on September 12, 2016, as the same may be amended and/or modified from time to time (the "**Service Plan**"); and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power "to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district;" and

WHEREAS, pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the District has the power "to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district;" and

WHEREAS, William Lyon Homes, Inc., (the "**Developer**") has caused to be recorded the Declaration of Protective Covenants of Denver Connection West, recorded on July 21, 2017, at Reception No. 2017095170 of the City and County of Denver, Colorado, real property records, as the same may be amended and/or modified from time to time (the "**Covenants**") applicable to the real property within the District (the "**Property**"); and

WHEREAS, pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District's Service Plan, a metropolitan district may provide covenant enforcement within the district if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity; and

WHEREAS, the Covenants provide that it is the intention of the Developer to empower the District to provide covenant enforcement services to the Property; and

WHEREAS, pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal rules and regulations concerning and governing the Property and the enforcement of the Covenants; and

WHEREAS, pursuant to the Covenants, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions with respect to any violation(s) or alleged violation(s) of the Covenants; and

WHEREAS, the District desires to provide for the orderly and efficient enforcement of the Covenants by adopting rules and regulations; and

WHEREAS, the Board of Directors of the District (the "**Board**") approved Resolution No. 2017-04-02 Adopting the Policies and Procedures Governing the Enforcement of the Protective Covenants of Denver Connection West on April 25, 2017 (the "**Original Resolution**"); and

WHEREAS, pursuant to the Original Resolution the Board declared the Policies and Procedures effective as of January 1, 2017; and

WHEREAS, the Board has revised the Penalties as provided in Section 2.3 of Exhibit A to the Original Resolution; and

WHEREAS, the Board, for purposes of efficiency, desires to amend and restate the Original Resolution in order to amend the Penalties as provided in Section 2.3 of Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT:

1. The Board of Directors of the District hereby adopts the Policies and Procedures Governing the Enforcement of the Protective Covenants of Denver Connection West as described in **Exhibit A**, attached hereto and incorporated herein by this reference ("**Policies and Procedures**").

2. The Board of Directors declares that the Policies and Procedures are effective as of January 1, 2017.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2019-01-01]

APPROVED AND ADOPTED this 22 day of January, 2019.

DENVER CONNECTION WEST METROPOLITAN DISTRICT

By: _____
Acting President

Attest:

_____
Secretary or Assistant Secretary

EXHIBIT A

POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE PROTECTIVE COVENANTS OF DENVER CONNECTION WEST

Preamble

The Board of Directors of the Denver Connection West Metropolitan District (the "**District**'), has adopted the following Policies and Procedures Governing the Enforcement of the Protective Covenants of Denver Connection West (**"Policies and Procedures")** pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(m), and Section 32-1-1004(8), C.R.S. These Policies and Procedures provide for the orderly and efficient enforcement of the Declaration of Protective Covenants of Denver Connection West, recorded on July 21, 2017, at Reception No. 2017095170 of the City and County of Denver, Colorado real property records, and as may be amended from time to time (the "**Covenants**").

Pursuant to the Covenants, it is the intention of William Lyon Homes, Inc. (the **"Developer"**) to empower the District to provide covenant enforcement services to the residents of the District.

The District, pursuant to the provisions of its Service Plan, which was approved by the City and County of Denver, Colorado, on September 12, 2016, as it has been and may be amended from time to time, and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violation(s) of the Covenants.

Unless otherwise specified, all references to the "District" made herein shall refer to the Denver Connection West Metropolitan District and its Board of Directors. The District has retained a management company (the "**District Manager**") to assist it in managing its affairs, including the assessment and collection of penalties for violations of the Covenants under these Policies and Procedures.

ARTICLE 1.
SCOPE OF POLICIES AND PROCEDURES

1.1 Scope. These Policies and Procedures shall apply to the enforcement of the Covenants, including the Rules and Regulations and Design Review Guidelines adopted pursuant thereto, as well as any reimbursable costs incurred by the District for enforcing the Covenants and for correction of noncompliance with the Covenants, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash, and removal of non-complying landscaping or improvements.

ARTICLE 2.
VIOLATIONS OF THE COVENANTS

2.1 Violations. Any Person violating any provisions of the Covenants shall be liable to the District for any expense, loss, or damage occasioned by reason of such violation and shall also be liable to the District for the penalties set forth in Article 2.3 below.

2.2 Notice of Violation. A Notice of Violation shall be sent upon a determination, following investigation, by the District Manager that a violation is likely to exist. Such Notice of Violation shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

a. Class I Violation: a violation that, in the sole discretion of the District, can be corrected immediately and/or does not require submission to, and approval by, the District of any plans and specifications. Class I Violations include, but are not limited to, parking violations, trash violations and other violations of the Covenants concerning annoying lights, sounds or odors. Class I Violations can in most cases be corrected within seven (7) days of notification. If the violation is not corrected within seven (7) days of notification, the District may take any appropriate action necessary to remedy the violation, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, and removal of trash, etc.

b. Class II Violation: a violation that, in the sole discretion of the District, cannot be corrected immediately and/or require plans and specifications to be submitted to, and approval by, the District prior to any corrective action. Class II Violations include, but are not limited to, violations of the Covenants related to landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within thirty (30) days of notification. If the violation is not corrected within thirty (30) days of notification, the District may take any appropriate action necessary to remedy the violation, including but not limited to, removing the non-complying landscaping or improvement.

2.3 Penalties. Penalties for violations of the Covenants shall be assessed as follows. Any penalties that have not been paid by the applicable due date shall be considered delinquent (the "**Delinquent Account**").

a. First Offense – Notice of Violation, no penalty

b. Second Offense -- $25.00

c. Third and Subsequent Violations (same covenant or rule) -- $50.00

ARTICLE 3.
INTEREST

3.1 Interest. Interest charges shall accrue and shall be charged on all amounts not paid by the applicable due date, including delinquent penalties and any amounts expended by the District to cure a violation of the Covenants or amounts expended by the District to repair damages caused as a result of a violation of the Covenants. Interest charges shall accrue and shall be charged at the maximum statutory rate of eighteen percent (18%) per annum.

ARTICLE 4.
LIEN FILING POLICIES AND PROCEDURES

4.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all Fees and Charges, until paid, shall constitute a perpetual lien on and against the Property to be served by the District. Except for the for the lien against the Property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Fees and Charges shall to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All liens contemplated herein may be foreclosed as authorized by law at such time as the District in its sole discretion may determine. Notwithstanding the foregoing, the lien policies and procedures set forth herein shall be implemented in order to ensure an orderly and fair execution of the lien filing and collections process.

4.2 District Manager's Procedures. The District Manager shall be responsible for collecting Fees and Charges imposed by the District against the Property. In the event payment of Fees and Charges is delinquent, the District Manager shall perform the procedures listed below. Any Fees and Charges which have not been paid by the applicable due date are considered delinquent:

a. Fifteen (15) Business days Past Due. A delinquent payment "Reminder Letter" shall be sent to the address of the last known owner of the Property according to the District Manager's records. In the event the above mailing is returned as undeliverable, the District Manager shall send a second copy of the Reminder Letter to: (i) the Property; and (ii) the address of the last known owner of the Property as found in the real property records of the City and County of Denver Assessor's office (collectively the "**Property Address**"). Said Reminder Letter shall request prompt payment of amounts due.

b. On the Fifteenth (15) Business day of the Month Following the Scheduled Due Date for Payment. A "Warning Letter" shall be sent to the Property Address requesting prompt payment and warning of further legal action should the Property owner fail to pay the total amount owing. Along with the Warning Letter, a summary of these Policies and Procedures, and a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the District Manager shall also be sent.

c. First (1) Business day of the Month Following the Postmark Date of the Warning Letter. Once the total amount owing on the Property, inclusive of Interest and Costs of Collections as defined below, has exceeded One Hundred Twenty Dollars ($120.00) and the District Manager has performed its duties outlined in these Policies and Procedures, the District Manager shall refer the Delinquent Account to the District's General Counsel (the "**General Counsel**"). However, if the amount owing on the Delinquent Account is less than One Hundred Twenty Dollars ($120.00), the District Manager shall continue to monitor the Delinquent Account until the amount owing on such account is One Hundred Twenty Dollars ($120.00) or greater, at which point the Delinquent Account shall be referred to General Counsel. At the time of such referral, the District Manager shall provide General Counsel with copies of all notices and letters sent and a copy of the most recent ledger for the Delinquent Account.

4.3 General Counsel Procedures. Upon referral of a Delinquent Account from the District Manager, General Counsel shall perform the following:

a. Upon Referral of the Delinquent Account from the District Manager. A "Demand Letter" shall be sent to the Property Address, notifying the Property owner that his/her Property has been referred to General Counsel for further collections enforcement, including the filing of a lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the District Manager shall also be sent.

b. No Earlier Than Thirty (30) Business days from the Date of the Demand Letter. A Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall be sent to the Property Address of the Delinquent Account notifying the Property owner that a lien will be filed within thirty (30) days of the Notice of Intent to File Lien Statement postmark date.

c. No Earlier Than Ten (10) Business days from the Postmark Date of the Notice of Intent to File Lien Statement. A lien for the total amount owing as of the date of the lien shall be recorded against the Property with the County Clerk and Recorder's Office; all Fees and Charges, Interest, and Costs of Collection (as defined below) will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

ARTICLE 5.
COSTS OF COLLECTIONS

"Costs of Collections" are generated by the District Manager and General Counsel's collection efforts. They consist of the following fixed rates and hourly fees and costs:

5.1 Action Fees. The following fixed rate fees shall be charged to a Delinquent Account once the corresponding action has been taken by either the District Manager or General Counsel:

a. Reminder Letter Fee. No charge for the Reminder Letter. This action is performed by the District Manager.

b. Warning Letter Fee. Fifteen Dollars ($15.00) per Warning Letter sent. This action is performed by the District Manager.

c. Demand Letter Fee. Fifty Dollars ($50.00) per Demand Letter sent. This action is performed by General Counsel.

d. Notice of Intent to File Lien Fee. One Hundred Fifty Dollars ($150.00) per Notice of Intent to File Lien Statement sent. This action is performed by General Counsel.

e. Lien Recording Fee. One Hundred Fifty Dollars ($150.00) per each lien recorded on the Property. This action is performed by General Counsel.

f. Lien Release Fee. One Hundred Fifty Dollars ($150.00) per each lien recorded on the Property. This action is performed by General Counsel.

5.2 Attorney Hourly Fees and Costs. After a lien has been filed, all hourly fees and costs generated by General Counsel to collect unpaid Fees and Charges shall also be assessed to the Delinquent Account.

5.3 Recovery of Costs of Collections. In accordance with Section 29-1-1102(8), C.R.S., nothing in these Policies and Procedures shall be construed to prohibit the District from recovering all the Costs of Collections whether or not outlined above.

ARTICLE 6.
WAIVER OF INTEREST AND COSTS OF COLLECTIONS

6.1 Waiver of Interest. The District Manager and General Counsel shall each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Interest. Such action shall be permitted if either the District Manager or General Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of the penalties due. Notwithstanding, if the cumulative amount due and owing the District on the Delinquent Account exceeds One Thousand Dollars ($1,000.00), neither the District Manager nor General Counsel shall have any authority to waive or reduce any portion of the Interest. In such case, the person or entity owing in excess of One Thousand Dollars ($1,000.00) shall first submit a request for a waiver or reduction, in writing, to the District, and the District shall make the determination in its sole discretion.

6.2 Waiver of Delinquent Penalties and Costs of Collections. Neither the District Manager nor General Counsel shall have the authority to waive any portion of delinquent penalties or Costs of Collections. Should the Property owner desire a waiver of such costs, she/he shall submit a written request to the District, and the District shall make the determination in its sole discretion.

6.3 No Waiver of Future Interest. Any waiver or reduction of Interest or other costs granted pursuant to Sections 6.1 and 6.2 hereof shall not be construed as a waiver or reduction of future Interest, or as the promise to waive or reduce future Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the District, District Manager, or General Counsel, whether related to the Property in question or other properties within the District.

ARTICLE 7.
OPPORTUNITY TO BE HEARD

7.1 Opportunity to be Heard. Individuals who receive any notice or demand pursuant to these Policies and Procedures may request a hearing in accordance with the procedures set forth herein, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in the Covenants.

7.2 Hearing Process. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Covenants, as each now exists or may hereafter be amended.

a. Complaint. Complaints concerning the interpretation, application, or enforcement of the Covenants must be presented in writing to the District Manager, or such representative as he or she may designate. Upon receipt of a complaint, the District Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) business days after receipt of the complaint. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board of Directors of the District at a special or regular meeting of the District.

b. Hearing. In the event the decision of the District Manager or his representative is unsatisfactory to the complainant, the complainant may submit to the District a written request for formal hearing before a hearing officer ("**Hearing Officer**"), which may be a member of the Board of Directors or such other Person as may be appointed by the Board of Directors. Such request for a formal hearing must be submitted within twenty (20) business days from the date written notice of the decision of the District Manager or designated representative was mailed.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Policies and Procedures have been met, the Hearing Officer shall conduct a hearing at the District's convenience but in any event not later than fifteen (15) business days after the submission of the request for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Policies and Procedures. Decisions of the Hearing Officer which impact the District financially will not be binding upon the District unless approved by the Board of Directors at a special or regular meeting of the District.

c. Rules. At the hearing, the Hearing Officer shall preside, and the hearing shall be recorded. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any Person (including legal counsel) of his or her choice.

The complainant or his or her representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any Person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Hearing Officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The Hearing Officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Policies and Procedures that are the subject of the complaint. The Hearing Officer's decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

d. Findings. Subsequent to the formal hearing, the Hearing Officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) business days after the date of the formal hearing.

e. Appeals. In the event the complainant disagrees with the findings and order of the Hearing Officer, the complainant may, within fifteen (15) business days from the date such findings and order were mailed, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relied and shall contain a brief statement of the complainant's reasons for the appeal. The District shall compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing, (2) all exhibits, or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and order. The District shall consider the complainant's written request and the written record on appeal at its next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. The District's consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo before the Board of Directors.

f. District Board of Directors Findings. The Board of Directors shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the Board of Directors' meeting at which the appeal was considered. The Board of Directors will not reverse the decision of the Hearing Officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

g. Notices. A complainant shall be given notice of any hearing before the District Manager, the hearing officer, or before the Board of Directors, by certified mail at last seven (7) business days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

h. Costs. All costs of the formal hearing and appeal processes shall be paid by the complainant, including, but not limited to, certified mailing, transcription of the recorded proceedings, and General Counsel fees.

ARTICLE 8.
PAYMENT PLANS

8.1 Payment Plans. Neither the District Manager nor General Counsel shall have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Property owner desire to enter into a payment plan with the District, such owner shall first submit a written request to the District and the District shall make the determination in its sole discretion.

ARTICLE 9.
RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the District Manager or General Counsel that would otherwise have been

authorized by these Policies and Procedures are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 10.
ADDITIONAL ACTIONS

10.1 Additional Actions. The District directs and authorizes its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of these Policies and Procedures.

ARTICLE 11.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

11.1 Acts Not Applicable. Protective covenant enforcement as described herein is not a consumer transaction and, therefore, is not subject to the Colorado Fair Debt Collection Practices Act or the Federal Fair Debt Collections Practices Act.

ARTICLE 12.
SEVERABILITY

12.1 Severability. If any term or provision of these Policies and Procedures is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of these Policies and Procedures as a whole but shall be severed herefrom, leaving the remaining terms or provisions in full force and effect.

ARTICLE 13.
SAVINGS PROVISION

13.1 Savings Provision. The failure to comply with the procedures set forth herein shall not affect the status of the Fees and Charges as a perpetual lien subject to foreclosure in accordance with law. Failure by the District Manager, General Counsel, or other authorized representative to take any action in accordance with the requirements as specifically provided herein shall not invalidate subsequent efforts to collect the Fees and Charges.

DENVER CONNECTION WEST METRO DISTRICT

Board Meeting Project Status
January 22, 2019

Project Work

Site Visits

Site visits were done weekly. The overall status of construction is as follows:

- Earthwork import to the park is on-going.
- The Chambers Road widening is complete.
- Construction on the Hub is on-going.
- The Hub building has electric service. Waiting on Xcel for gas to the Hub Building. Waiting on Comcast for service to the building.
- Construction of the Green Valley Ranch Boulevard median, traffic signal and south lanes are complete. Minor repairs requested of Chato's Concrete have been made. Have City Initial Acceptance for the Signal, but not the median. Requesting retainage release for WL Contractors (Signal).
- Construction of the structural retaining walls and landscape walls by Slaton Brothers is complete. Final Acceptance has been granted. Requesting retainage release.
- Construction of the open space flat concrete is ongoing.
- The dog park trellis is installed. Seat walls and planter walls are on-going.

Cost Certification

- Cost Certification #12 – Recommend District Approval

Construction Contract Documents

Contractor Contracts

- Final Acceptances (not Warranty Acceptance)
    - Chato's Concrete – Waiting on City to provide Initial Acceptance
    - WL Contractors – Recommend District Acceptance and Retainage Release

District Contract Change Orders

- Brightview
    - Change Order 2 – Reduce Seat Wall in Pocket Park - $-213.00 – Recommend Ratification
    - Change Order 3 – Channel Guardrail - $26,982.00 – Recommend Ratification
    - Change Order 4 – Additional Concrete - $2,764.00 – Recommend Ratification
- MW Golden
    - Change Order 15 – Landscape and Irrigation Changes – Was denied previously to be resubmitted
    - Change Order 17 – Door Casings and Window Paint - $11,319.00 – Recommend Ratification
    - Change Order 18 – Additional Fence - $5,770.00 – Recommend Ratification
    - Change Order 19 – Low Voltage Deduct - $-11,021.00 – Recommend Ratification
    - Change Order 20 – Handrails - $2,080.00 – Recommend Ratification
    - Change Order 21 – Trim Wall Tiles at Windows - $628.00 – Recommend Ratification
    - Change Order Request - Furnace Evaporator Coil – Waiting on Designer Review #22 $2107.00
    - Change Order Request - Gate Hardware – Waiting on Resubmittal
- Thoutt Brothers
    - Change Order Request 1 – Mew Concrete Reduction – Waiting on Thoutt to walk quantities with William Lyon Homes
    - Change Order Request 2 – Winter Concrete - Waiting on Thoutt to walk quantities with William Lyon Homes

Consultant/Vendor Agreements

Consultant/Vendor Agreements

- None

Consultant/Vendor Task Orders

- Godden Sudik
  - Task Order 2 – Additional Services – $15,335.00
- IDES

  Task Order 4 – District Oversight Services – $65,000.00 – Previous Task Order was for services from April 2018 through September 2018. Task Order 4 is for services from December 2018 through May 2019.

Other Matters

- Slaton Brothers Retainage Release
  - When both the channel walls and sidewalk were finished it was discovered that the sidewalk and the wall were too close together in some places and the wall looked bad because of its height in some places.
  - The horizontal difference triggers the need for guardrails. The vertical difference was aesthetic only.
  - There are three designers, two surveyors, and two contractors involved.
  - EMK did an as-built survey of one of the walls and the sidewalk next to it.
  - CTL reviewed the survey and determined the walls were generally correct vertically.
  - Slaton Brothers fixed the vertical issue. A change order was approved by the Board and has been paid.
  - The EES design shows a 3' distance between the wall and the sidewalk per Norris Design's request.
  - It is not clear if the design took in to consideration that the walls cannot be vertically straight (the bottom of the wall is closer to the channel than the top) as they need to have a slight angle to them. This could account for some, but not all of the problem.
  - Where the sidewalk was built wrong it is farther away from the wall so it is not contributing to the problem.
  - IDES, William Lyon Homes, Norris Design and EES reviewed the as-builts. There is no way to tell if it is a survey error or a contractor error. We looked at David Evans survey notes which didn't answer the question either. It does not appear there is a clear way to place responsibility for this.
  - We could meet with everyone involved, but it is doubtful that any company is going to admit responsibility.
  - $4,600.00 Amount to lower walls – already paid to Slaton and approved by Board
    $26,982.00 Amount for guardrails – new Brightview change order
    $31,582.00 Total
    $14,088.20 Amount held in Slaton retainage