

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
Fax: 303-987-2032

## NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Robert A. Johnson	President	2020/May 2020
Craig Wagner	Treasurer	2018/May 2018
Eric McEachen	Assistant Secretary	2020/May 2020
David Brown	Assistant Secretary	2020/May 2020
Jeff McGovern	Assistant Secretary	2018/May 2018
Lisa A. Johnson	Secretary	

DATE: April 25, 2017

TIME: 1:30 P.M.

PLACE: Village Homes  
8480 E. Orchard Road, Suite 1000  
Greenwood Village, CO 80111

### I. ADMINISTRATIVE MATTERS

A. Present Conflict Disclosures.

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B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

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C. Review and approve Minutes of the March 28, 2017 regular meeting (enclosure).

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### II. FINANCIAL MATTERS

A. Report on status of 2017 Bond Issuance.

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B. Ratify approval of the preparation, execution and filing of the Application for Exemption from Audit for 2016.

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### III. LEGAL MATTERS

- A. Ratify approval of Service Agreement for Swimming Pool and Spa Design between the District and Joe King Enterprises, Inc. d/b/a Aquality Construction (to be distributed at meeting).
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- B. Discuss Service Plan compliance regarding the following:

1. Prevailing Wages.

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2. Small or Disadvantaged Business Enterprises.

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3. Public Art.

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### IV. COVENANT ENFORCEMENT/DESIGN REVIEW

- A. Approve/ratify approval of Service Agreement between the District and MSI regarding covenant enforcement, community interface, programming, facilities maintenance services (enclosure).
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- B. Discuss status of Covenants and design Guidelines.
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- C. Ratify adoption of Resolution No. 2017-04-\_\_ ; Acknowledging and Adopting the Declaration of Covenant and Use Restrictions for Avion at Denver Connection (enclosure).
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- D. Ratify adoption of Resolution No. 2017-04-\_\_ ; Adopting Policies and Procedures Governing the Enforcement of the Protective Covenants (enclosure).
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- E. Discuss adoption of Rules and Regulations/Design and Landscape Guidelines and ratify adoption of Resolution No. 2017-04-\_\_ ; Resolution Adopting Rules and Regulations (enclosures).
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- F. Ratify adoption of Resolution No. 2017-04-\_\_; Regarding Operations and Maintenance Fees (to be distributed at meeting).
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V. CONSTRUCTION MATTERS

- A. Engineer's Report (enclosure).
    - 1. Discuss status of bids/construction of HUB Facility.

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  - 2. Discuss status of bids/construction of Signal.
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VI. OTHER BUSINESS

- A. 

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- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 23, 2017.**

## **RECORD OF PROCEEDINGS**

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### **MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE "DISTRICT") HELD MARCH 28, 2017**

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, March 28, 2017, at 1:30 p.m., at the offices of Village Homes, 8480 E. Orchard Road, Suite 1000, Greenwood Village, Colorado 80111. The meeting was open to the public.

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**Directors In Attendance Were:**

Robert A. Johnson  
Craig Wagner  
Eric McEachen  
David Brown  
Jeffrey McGovern

**Also In Attendance Were:**

Lisa A. Johnson; Special District Management Services, Inc.

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

Jason Carroll, CliftonLarsonAllen LLP

Kim Fiore; Independent District Engineering Services, LLC

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**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.

## RECORD OF PROCEEDINGS

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### 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 Wagner 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, and upon motion duly made by Director McGovern, seconded by Director Wagner 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.

**Minutes:** The Board reviewed the Minutes of the February 28, 2017 Regular Meeting.

Following discussion, upon motion duly made by Director McGovern, seconded by Director McEachen and, upon vote, unanimously carried, the Board approved the Minutes of the February 28, 2017 Regular Meeting, as presented.

### FINANCIAL MATTERS

**2017 Bond Issuance:** Director Johnson reported to the Board on the status of issuing bonds and noted that they are working towards an end of April closing.

**Application for Exemption from Audit for 2016:** Mr. Carroll presented to the Board the Application for Exemption from Audit for 2016.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote, unanimously carried, the Board approved execution and filing of the Application for Exemption from Audit for 2016.

### LEGAL MATTERS

**Swimming Pool and Spa Design:** Attorney Cortese reviewed with the Board the Service Agreement for Swimming Pool and Spa Design.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director McGovern, seconded by Director Wagner and, upon vote, unanimously carried, the Board approved the Service Agreement for Swimming Pool and Spa Design between the District and Joe King Enterprises, Inc. d/b/a Aquality Construction, in an amount not to exceed \$6,845.00.

### COVENANT ENFORCEMENT/ DESIGN REVIEW

**Covenants and Design Guidelines:** Director Johnson reported to the Board that the Covenants and Design Guidelines are in process.

**Engagement of Consultant to Provide Covenant Enforcement / Community Interface / Programming / Facilities Maintenance:** The Board discussed the pending engagement of MSI to provide covenant enforcement / Community Interface / Programming / Facilities Maintenance. No action was taken at this time.

**Operations Fee Calculation:** Director Johnson noted that the operations fee calculation is in process.

### CONSTRUCTION MATTERS

**Engineer's Report:** Ms. Fiore reviewed with the Board her report dated March 28, 2017. A copy of the report is attached hereto and incorporated herein by this reference.

**Bids/Construction of HUB Facility:** Ms. Fiore noted that pre-qualification has been completed and four contractors have submitted pre-qualification packages.

### ADJOURNMENT

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

## RECORD OF PROCEEDINGS

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THESE MINUTES ARE APPROVED AS THE OFFICIAL MARCH 28, 2017  
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

# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

March 28, 2017



### **Project Work**

#### **Monthly Site Visit**

- A site visit to see the general progress of construction was done on 2/27/17.
- Most of the earthwork is finished except pond fine grading and fill to bring the park site up; sanitary sewer construction on going; water and storm construction waiting on plan approval; construction of single family and multifamily models on going.
- Does the District want a different frequency of site visits other than monthly?

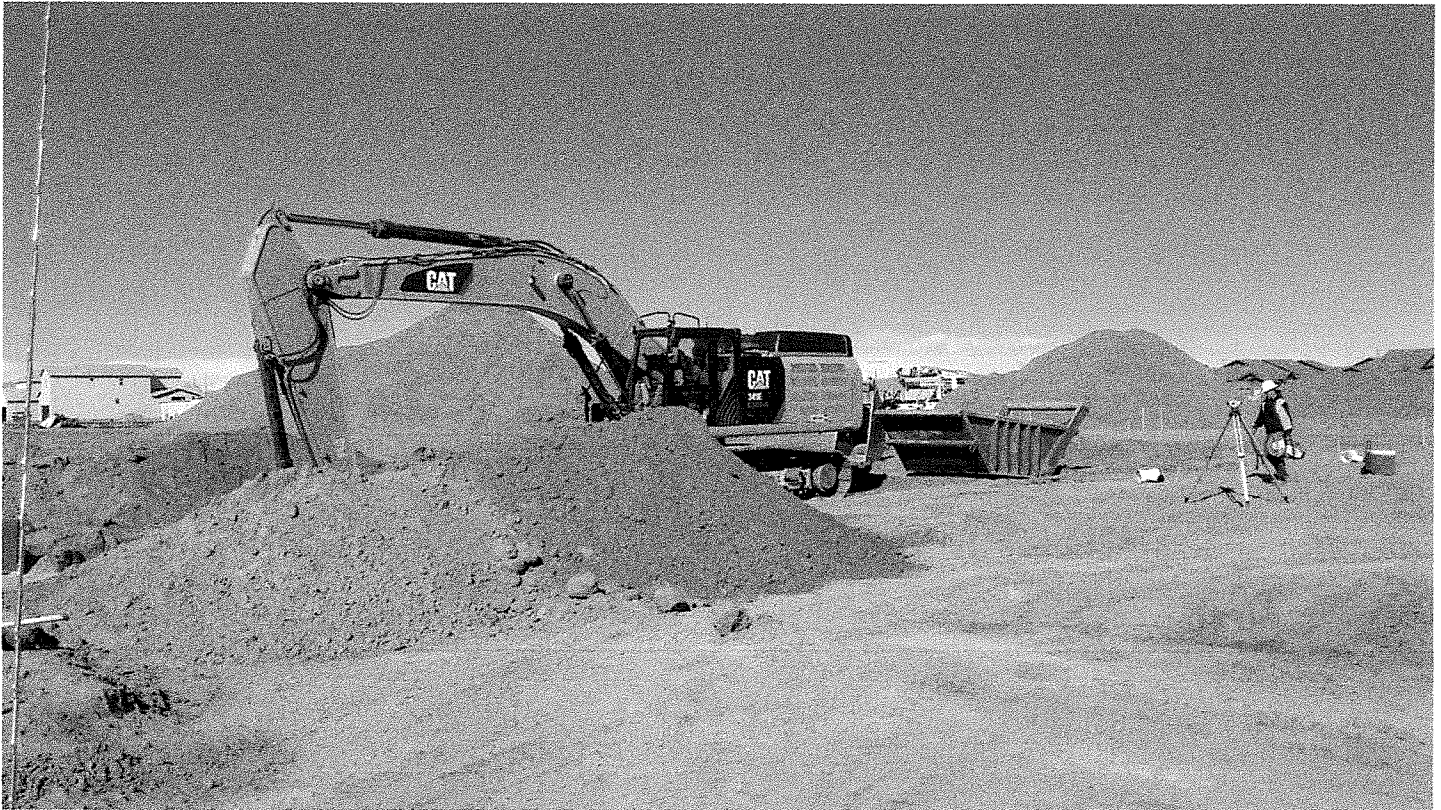
#### **Infrastructure Acquisition**

- The Infrastructure Acquisition Report #1 will begin when invoices are available. Report #1 will cover all work up to the current month.
- What frequency does the District want for future reports?

#### **Pre Qualification**

- Four Contractors submitted pre qualification packages. See Pre Qualification Log.





## **Construction Contract Documents**

### **Contractor Contracts**

- Signalization Bid
  - Bid Documents created;
  - Finalizing Agreement format with Legal Counsel;
  - Need MWBE, Prevailing Wages, and Davis Bacon requirements from the City
  - Plans say "Not for Construction" – More recent plans?
  - Plan to send out Bid Documents next week to Sturgeon and WL Contractors – Any others?
- HUB Bid
  - Create Bid Documents after Signalization Bid goes out;
  - When does the District want to bid?
  - Status of Interior Design

### **District Contract Change Orders**

None

## **Consultant/Vendor Agreements**

### **Consultant/Vendor Agreements**

- None

### **Other Matters**

- None

**MANAGEMENT AGREEMENT**  
(License Number: ENT .000001013)

This **AGREEMENT** (the “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, with an effective date of \_\_\_\_\_, 2017 (the “**Effective Date**”), by and between **DENVER CONNECTION WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **MSI, LLC**, a Colorado limited liability company (hereinafter called the “**Managing Agent**”) (each a “**Party**” and, collectively, the “**Parties**”).

**RECITALS**

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Managing Agent has experience in providing the management services, as set forth in **Exhibit A**, attached and incorporated herein (the “**O&M Management Services**”), and is willing and has the capacity to provide such O&M Management Services to the District for reasonable consideration.

D. The District desires to have the Managing Agent perform the O&M Management Services in order to competently and efficiently meets its responsibilities.

E. The Parties desire to enter into this Agreement to establish the terms by which the Managing Agent will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**I. DUTIES AND AUTHORITY**

1.1 The Managing Agent shall perform the O&M Management Services.

1.2 The Managing Agent shall have no rights or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the District’s Board of Directors (the “**Board**”) as reflected in the minutes of the Board meetings.

1.3 The Managing Agent shall at all times conform to the stated policies established and approved by the Board and the scope of the Managing Agent’s authority shall at all times be

subject to the direction of the Board and shall keep the Board informed as to all matters concerning the O&M Management Services, which O&M Management Services shall be provided in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District and/or the Managing Agent.

1.4 The Managing Agent shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the O&M Management Services.

## **II. COMPENSATION**

2.1 Compensation. The Managing Agent shall be paid as set forth on **Exhibit B**, attached hereto and incorporated herein.

2.2 Monthly Invoices and Payments. The Managing Agent shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Managing Agent is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B** and **Exhibit C**, attached hereto and incorporated herein, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## **III. TERM**

3.1 The term of this Agreement shall begin on the Effective Date and shall expire twelve (12) months after the Effective Date.

3.2 The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Managing Agent at least sixty (60) days prior to the effective date of such termination. The Managing Agent may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least sixty (60) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section shall specify the extent of termination and the effective date of the same. The District shall pay the Managing Agent for all Services satisfactorily performed through the termination date.

3.3 Upon completion of its O&M Management Services, or at any earlier termination of this Agreement, the Managing Agent shall deliver to the District all written data and information generated by or for the Managing Agent in connection with the District or supplied

by the Managing Agent by the District of the District's contractors or agents, and all drawings, plans, books, records, contracts, agreements, and all other documents in writing or electronically in its possession relating to its O&M Management Services or the District, and the District shall have the right to use the same without further compensation to the Managing Agent. Such data and information and all such documents shall at all times be the property of the District.

#### **IV. INDEMNIFICATION AND INSURANCE**

4.1 Indemnification. The Managing Agent hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any claims, losses, injuries, expenses and costs related to the Company's negligent, reckless, willful or wanton acts and omissions in connection with this Agreement or related to the Company's services or work as specified in this Agreement. The District, to the extent permitted by law, agrees to indemnify the Managing Agent for any actions taking by Managing Agent on behalf of the District if the Managing Agent is acting within the scope of services herein and within the authority granted to the Managing Agent in this Agreement.

4.2 Insurance. The Managing Agent shall procure, at its sole cost and expense, and shall maintain in fully force and effect during the term of this Agreement, general liability insurance, workers' compensation insurance, employee dishonesty bonds and errors and omissions insurance. Upon request by the District, the Managing Agent agrees to provide proof of such insurance to the District.

#### **V. MISCELLANEOUS**

5.1 Assignment. The Managing Agent shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Managing Agent unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this

Agreement shall be exclusive to the State District Court in and for the City and County of Denver, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Managing Agent any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Managing Agent shall be for the sole and exclusive benefit of the District and the Managing Agent.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Denver Connection West Metropolitan District 141 Union Blvd., Suite 150 Lakewood, Colorado 80228 Phone: 303-987-0835 Email: ljohnson@sdmsi.com Attn: Lisa Johnson
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With a Copy To:	McGeady Becher P.C. 450 East 17 <sup>th</sup> Avenue, Suite 400 Denver, Colorado 80203 Phone: 303-592-4380 Email: mmcgeady@specialdistrictlaw.com Attn: MaryAnn M. McGeady
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To Managing Agent:	MSI, LLC 11002 Benton Street Westminster, Colorado 80020 Phone: 303-420-4433 Email: jfield@mishoa.com Attn: John Field
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All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.10 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.12 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO SERVICE AGREEMENT]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Managing Agent:  
**MSI, LLC**

By: \_\_\_\_\_  
Its: Owner/Vice President of Community  
Development

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by John Field as Owner/Vice President of Community Development of MSI, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

District:  
**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF [ \_\_\_\_\_ ] )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert A. Johnson as President of Denver Connection West Metropolitan District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**O&M MANAGEMENT SERVICES**

**I. SPECIAL CONDITIONS:** The O&M Management Services shall include the management and oversight of the pool and community buildings for the District, as well as the District-owned and maintained tracts of land within the District (the “**O&M Facilities**”).

**A. OFFICE MANAGEMENT FOR THE DISTRICT**

Official repository of District's records as they relate to the scope of this agreement, including ongoing maintenance of an accessible, secure, organized and complete filing system for the District's official records, incidental office supplies and photocopying.

Managing Agent shall maintain a system of office records, books and accounts in a manner satisfactory to the Board and/or as set forth in this Agreement for all matters related solely to fee collection and management of the O&M Facilities. Originals of all records will be maintained by Managing Agent and shall be open for public inspection in a manner approved by the Board and consistent with Colorado law. All such records shall, at all times, remain the property of the District.

Managing Agent shall maintain lists of persons and organizations for correspondence.

Managing Agents shall provide a 24-hour, seven-day-a-week emergency response line, which will be continuously monitored during non-business hours by a representative of Managing Agent. The maintenance and emergency support system shall include the retention of qualified and/or licensed personnel of firms in all trades deemed necessary to maintain the District at all times in a decent, safe and sanitary condition. In an emergency, Managing Agent's representative shall not be required to respond at the District's physical location, rather, Managing Agent shall assign an appropriate independent contractor to resolve an emergency situation. Retained personnel or firms shall be subject to call whenever a matter affecting health, safety or a reasonable level of personal discomfort arises. Managing Agent shall respond to all emergency issues regardless of day or time; however, Managing Agent is not expected or required to address non-emergency requests outside of normal business hours. Managing Agent shall maintain a log of calls received, forwarded, and resolved issues.

Managing Agent shall attend meetings of the Board of Directors as necessary, up to four (4) meetings per year, whether said meetings are regular meetings or special meetings. All meeting dates and times will be scheduled at the discretion of the Board, in accordance with applicable Colorado law. Managing Agent has no obligation to attend meetings on weekends and holidays, except in an emergency threatening health, safety and welfare of the District's residents or property. If Managing Agent's attendance at other meetings is required, the District shall be billed at a rate of \$95 per hour.

Managing Agent shall prepare a status packet to be presented to the Board at any given regular or special meeting of the Board. This report shall contain the following information, where appropriate:



1. Status of Maintenance: progress of subcontracted repair and maintenance work, emerging problems with the Facilities, and recommendations for further action;
2. Status of Finances: operating statements, balance sheet, trial balance, income and expense reports, status of delinquent accounts in the form of a detailed aging report and a year-to-date summary of fees. The statements will reflect the activity related only to the scope of this Agreement;
3. Status of Administration: significant violations of the District's bylaws, rules and other regulations (if any); actions involving security, vandalism and insurance claims; and all other matters not falling within the categories of maintenance and finance.

Managing Agent shall coordinate with the District's accounting firm and auditor, as applicable, for payment of all invoices related to the scope of this Agreement, for financial report preparation, including making all records, books, and accounts available for their auditor review, as applicable, and review of financial reports including the annual audit.

The District shall be responsible for obtaining insurance and maintaining records of all policies carried by the District.

Managing Agent, at the direction of the District, shall cooperate with the insurance company in investigating and reporting on all accidents and claims for damage relating to personal injury in the common elements or relating to the management, operation, maintenance and welfare of the Facilities, and may file claims on behalf of the District, if appropriate and at the direction of the District. Managing Agent shall charge an additional fee of \$95 per hour for work exceeding two hours per claim, which shall be included in the claim. Managing Agent shall ensure that all District contractors and subcontractors supervised by the Managing Agent maintain required coverages for the District's benefit.

At the direction of the District, Managing Agent shall provide bidding, contract administration, and supervision of sub-contractors, as called for in this Agreement.

Managing Agent shall respond to routine inquiries, questions and requests for information from the District's property owners and residents.

Managing Agent shall refer to the District's Service Plan, resolutions, policies and procedures, etc. (the “**District Instruments**”) in providing services under this Agreement, and shall assist the Board in the administration of the terms, conditions and/or provisions of the District Instruments and in the implementation of any policies, rules and/or regulations contained therein. Managing Agent will have no obligation to perform obligations of the District under any of the District Instruments unless agreed to in this Agreement, as it may be amended from time to time. If this Agreement is in conflict with any of the District Instruments, the conflicting provisions of this Agreement shall be renegotiated and amended accordingly with such amendment reflected in the minutes.

The Managing Agent shall inform the Board, on a continuing basis, of matters concerning legislation, decisions, tax rulings, insurance and financial practices pertaining to District which come to Managing Agent's attention. The Managing Agent shall report to the Board on any actual/or anticipated violations of the District Instruments, the District's rules and regulations (if any), or Board Resolutions which come to Managing Agent's attention, and take action within its scope of authority to seek cures for such violations.

As requested by the Board, Managing Agent shall confer with and coordinate legal, accounting, engineering, auditing and other professional services by those professionals and consultants retained by the Board.

Managing Agent shall advise the Board in general correspondence dealing with business matters of the District between governmental officials, independent contractors, owners and other entities with which the District or its representative(s) have a business relationship, and maintain an index recording file thereof, as it relates to Managing Agent's responsibilities under this agreement.

Managing Agent shall cause to be deposited all funds collected by the Managing Agent in accounts approved by the District.

Managing Agent shall assist the Board and the District's accountant in the preparation of the operating and capital budgets for the Facilities, including but not limited: at least sixty (60) days before the start of the fiscal year, submitting a proposed budget for the ensuing fiscal year to the Board for review. This proposed budget shall include an analysis of repair and maintenance needs, operating expenses and capital improvements anticipated for that period.

During the budget review period, Managing Agent shall promptly reply to inquiries from the Board on matters concerning the proposed budget. The Budget shall serve as a supporting document for the schedule of fees and or ad valorem property taxes to be imposed by the District for the following fiscal year. The Budget shall also constitute the major control document, under which Managing Agent shall operate, and there shall be no substantial deviations there from, excluding such expenses as utilities, license fees, insurance and other expenses not within the control of the Managing Agent, except as may be approved in advance in writing by the Board.

Managing Agent shall establish and maintain an inventory management system for equipment at the pool and community buildings of the District, if any.

In coordination with the District Accountant, the Managing Agent shall receive and account for all monthly fees due the District. The District agrees that, upon approval by the District Accountant, payment of District fees may be made directly to the District in care of Managing Agent, to a bank lockbox, electronic transfer, or other method as directed by the District.

Managing Agent shall provide the management of the District's financial affairs in accordance with generally accepted accounting principles, the applicable laws of the State of Colorado, and within the provisions of policies adopted by the Board.

## **B. OPERATIONAL/MAINTENANCE SUPPORT**

Once per week, Managing Agent shall inspect the cleanliness and working conditions of the O&M Facilities as applicable, and to determine whether the O&M Facilities are receiving adequate care and maintenance, physical inspections shall include: detailed weekly inspection of the O&M Facilities, to visually determine the overall condition of same and the performance of contractors assigned to serve the O&M Facilities; and walk-throughs as necessary to inspect any problems which have been brought to Managing Agent's attention. Additionally, during contract periods Managing Agent shall conduct weekly walk-through inspections to determine the status of contracted work, with the exception of roofing, which will be observed from ground level, and interior work which is concealed.

Managing Agent shall make weekly inspections of contracted work within all District owned tracts as well.

If Managing Agent is required to make inspections in excess of once per week, the District shall be billed at a rate of \$95 per hour.

Managing Agent shall provide clerical and administrative support as required to accomplish all services herein.

Managing Agent shall, at the discretion of the Board, prepare bid specifications for pool maintenance, building maintenance, life guarding, and grounds maintenance, solicit bids for contractors, review bids, check references of bidders and make recommendations to the District. Upon the direction of the Board, Managing Agent shall coordinate specification preparation with engineers or other professionals, as required and such cost will be an expense of the District. It is understood that the Board shall make all final decisions on contractor selection.

Managing Agent shall not act as an on-site representative of the District.

## **C. ADDITIONAL SERVICES**

As requested by the Board, other services not identified herein with respect to the operation and management of the District, which may include but not be limited to the following:

Attend court proceedings regarding District matters, if requested by General Counsel for the District or the Board. The District shall be billed at a rate of \$95 per hour for such court appearances, as well as for related meetings with attorneys and/or depositions, including travel time.

Pick up and deliver items on behalf of the District; however, if such pick up or delivery is required outside of regular weekly inspection trip, the District shall be billed an additional fee of \$35.

Assist the Board in the development of good communication with District residents and a high level of participation in the affairs of the District, including but not limited to (at the discretion of the Board): mailing notices of meetings, reports and periodic newsletters to existing Owners, as directed by the District; maintaining communication with absentee owners; and to cause all

notices required by Title 32 of the Colorado Revised Statutes and the District Instruments, to be sent to the appropriate or designated recipients, as directed by the board or by the District's General Counsel.

Managing Agent will prepare up to two (2) mass mailings per year. If additional mailings are required, the District shall be billed an additional fee of \$200 per mailing, plus the costs of postage, printing and envelopes.

Managing Agent may be directed by the District to conduct on-site pre-bid and post-bid meetings with contractors. The District shall be billed at a rate of \$95 per hour for such meetings.

Upon request by the Board, the Managing Agent agrees to provide the District a community website, which shall be subject to a \$250 one-time set up fee and a \$50 per month maintenance fee, which includes but is not limited to updating such items as minutes, newsletters, financials, budgets, audits, monthly calendars, disclosures, governance policies and owner educational information. Website features unique to the District which are not part of the standard website package provided will be billed at \$75 per hour. Should the Managing Agent not have the expertise to incorporate requested website features, the District agrees to hire a contractor to perform those services with any related expenses being the responsibility of the District.

## **II. GENERAL OBLIGATIONS**

### **A. GENERAL**

The following general obligations of the Managing Agent shall apply to all aspects of the Agreement:

1. To perform the O&M Management Services pursuant and according to this Agreement.
2. To have sole responsibility for the means, methods, techniques, sequences, scheduling and procedures of the O&M Management Services except as provided for in this Agreement.
3. To cooperate in good faith with and be bound by decisions of the District relating to any disputes, questions or other matters arising out of this Agreement.
4. To provide all materials, equipment, labor, transportation, construction equipment, tools, appliances, fuel, power, light, heat, telephone, and any and all facilities and incidentals necessary for the execution and completion of the O&M Management Services, except as otherwise provided for in this Agreement.
5. To be fully responsible for all of the acts and omissions of subcontractors and persons employed by the Managing Agent.
6. To pay all sales, consumer, use and other similar taxes associated with routine materials and supplies and required to be paid by the law of the place

where the O&M Management Services are to be performed or materials are to be stored, or, in lieu thereof, to obtain any appropriate tax exemption certificates.

7. The District will provide a copy of its tax-exempt status certificate, if necessary, to the Managing Agent. The Managing Agent shall inform all the materials suppliers of the tax-exempt status of the District. It shall be the responsibility of the Managing Agent to pay any remaining sales, consumer, use and other similar taxes required to be paid in accordance with the laws of the place of the O&M Management Services or the place of purchase of materials.

8. To give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the Managing Agent's work, and all such orders and decrees as exist or may be enacted by bodies or tribunals having jurisdiction or authority over the O&M Management Services.

#### **B. LICENSES**

The Managing Agent shall, at its own expense, qualify to do business and obtain such licenses as may be required for the performance of the O&M Management Services required pursuant to the terms of this Agreement.

#### **C. EXTENT OF SERVICES**

The Managing Agent shall have the right and authority to designate the individual employees who shall perform the O&M Management Services required under this Agreement. The Managing Agent shall devote such time, effort, resources, and personnel to the District as shall be sufficient to conduct the business and activities of the District in a reasonable, prudent, and professional business manner. Nothing in the Agreement, however, shall prohibit the Managing Agent from being involved in other business activities during the term of this Agreement, including the provision of operation and maintenance services to other special districts, provided such activities do not interfere with the Managing Agent's provision of the services required herein in a timely and professional manner, or create the potential for a conflict of interest.

#### **D. CONFLICT OF INTEREST**

If any service provided with respect to the O&M Management Services (as, for example, landscaping work or construction services) is to be provided by a party affiliated with Managing Agent, Managing Agent shall notify the District thereof prior to acquiring such service (specifying in such notice all fees and compensation, direct or indirect, payable in connection therewith) and shall submit the same to a competitive bidding process or otherwise obtain the District's express written approval before proceeding with such service.

### **III. COMPENSATION**

During the term of this Agreement, the District shall pay to the Managing Agent, the compensation as provided on Exhibit B and Exhibit C, as applicable.

## **EXHIBIT B COMPENSATION**

For the O&M Management Services, the District shall pay the Managing Agent a fee of a minimum of \$1,000.00 per month (the “**Monthly Minimum**”) beginning at the first home closing to an owner, with a \$3.25 per unit per month fee after the Monthly Minimum is exceeded (the “**Per Unit Fee**” and collectively with the Monthly Minimum, the “**Monthly Fee**”).

Any compensation in addition to the Monthly Fee shall be paid according to the terms of this Agreement and **Exhibit C**, as applicable.

**RESOLUTION NO. 2017-\_\_\_\_-\_\_\_\_\_**

**RESOLUTION OF DENVER CONNECTION WEST METROPOLITAN DISTRICT  
ACKNOWLEDGING AND ADOPTING THE DECLARATION OF COVENANT AND  
USE RESTRICTIONS FOR DENVER CONNECTION WEST**

1. Denver Connection West Metropolitan District (the “**District**”) is a duly and regularly created, established, organized, and existing metropolitan district, existing as such under and pursuant to Title 32, Article 1 of the Colorado Revised Statutes, as amended (“**C.R.S.**”).
2. William Lyon Homes, Inc., a California corporation (the “**Developer**”), the master developer of the Denver Connection West project (the “**Property**”) has executed a Declaration of Covenants and Use Restrictions (the “**Declaration**”) for the Property to be recorded in the real property records of the City and County of Denver, State of Colorado, which Declaration declares that the Property is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, altered and otherwise enjoyed in accordance with and subject to the covenants and use restrictions contained therein.
3. The Declaration provides that Denver Connection West Metropolitan District shall enforce each of the provisions provided therein.
4. Section 32-1-1004(8), C.R.S. authorizes Title 32 metropolitan districts to furnish covenant enforcement and design review services within the district if the declaration, rules and regulations, or similar document containing the covenants to be enforced for the area within the metropolitan district named the district as the enforcement or design review entity.
5. The Declaration assigns to the District all duties, rights and obligations to enforce the Declaration and to promulgate the Guidelines with respect to real property within the boundaries of the District that is subject to the Declaration.
6. The Board of Directors of the District (the “**Board**”) wishes to adopt the Declaration as an official policy of the District and to acknowledge the duties, obligations and rights assigned to the District pursuant to such Declaration.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT, CITY AND COUNTY OF DENVER, COLORADO, AS FOLLOWS:

- A. The foregoing Recitals are incorporated into and made a substantive part of this Resolution.
- B. The Board hereby determines that it is in the best interests of the District and its property owners and users for the District to accept the assignment of all duties, rights and obligations under the Declaration and to provide the covenant enforcement and design review services established thereby.

C. The Board hereby authorizes and directs the officers of the District and District staff to take all actions necessary to execute the duties, rights and obligations assigned to the District by the Declaration.

D. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word hereof, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, which shall be given effect in accordance with the manifest intent hereof.

E. This Resolution shall be effective upon recording of the Declaration in the Office of the Clerk and Recorder for the City and County of Denver, Colorado.

**[SIGNATURE PAGE FOLLOWS]**



**[SIGNATURE PAGE TO RESOLUTION OF  
DENVER CONNECTION WEST METROPOLITAN DISTRICT  
ACKNOWLEDGING AND ADOPTING THE DECLARATION OF COVENANT AND  
USE RESTRICTIONS FOR DENVER CONNECTION WEST]**

**APPROVED AND ADOPTED** on April \_\_, 2017.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

RESOLUTION NO. 2017-\_\_\_\_-\_\_\_\_

**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 April \_\_, 2017, at Reception No. \_\_\_\_\_ 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.

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 adopt 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. 2017-\_\_\_\_-\_\_]**

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
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 April \_\_\_\_, 2017, at Reception No. \_\_\_\_\_ 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 – Fee of up to \$100.00
- c. Third Offense – Up to \$250.00
- d. Continuing Violation – Up to \$500 each day violation continues (each day constitutes a separate violation).

### 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.

**DRAFT**  
McGEADY BECHER P.C.  
April 2, 2017

**RULES AND REGULATIONS**  
**DESIGN AND LANDSCAPE**  
**GUIDELINES**  
**OF**  
**DENVER CONNECTION WEST**

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Adopted by the Board of Directors of the Denver Connection West Metropolitan District  
on \_\_\_\_\_, 2017

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## **1 INTRODUCTION**

### **1.1 Basis for Rules and Regulations**

These ~~Rules and Regulations~~ Design and Landscape Guidelines (the “**Rules Guidelines**”) are intended to assist Owners living in the Denver Connection West community (the “**Community**”). Pursuant to the Declaration of Covenants, Conditions and Restrictions of Denver Connection West (“**Declaration**”), recorded at Reception No. \_\_\_\_\_, ~~the~~ The Denver Connection West Metropolitan District (“**District**”) is authorized to adopt ~~Guidelines~~ rules and regulations for the Community.

### **1.2 Definitions**

All capitalized words and phrases used in these Rules shall have the meaning provided in the Declaration unless otherwise defined herein.

### **1.3 Contents of Rules**

In addition to the introductory material, these ~~Rules~~ Guidelines contain (A) a summary of procedures for obtaining approval from the Architectural Review Committee (“ARC”) (see Section 2); and (B) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements (see Section 3).

### **1.4 Architectural Review Committee or Representative**

The ARC consists of persons, representatives or a committee appointed to review requests for approval of architectural or site changes.

### **1.5 ARC Contact Information**

The contact information of the ARC, persons, committee or representative authorized to administer the architectural review process is:

COMPANY NAME	OFFICE	FAX	E-MAIL
<u>MSI – HOA</u> <u>Management</u>	<u>303-420-4433</u>	<u>303-420-6611</u>	<u>info@msiho.com</u>

### **1.6 Effect of Declaration**

The Declaration governs the Community. Each Owner should review and become familiar with the Declaration. Nothing in these Rules supersedes or alters the provisions or requirements of the Declaration and, if there is any conflict or inconsistency, the Declaration will control.

### **1.7 Effect of Governmental and Other Regulations**

Use of property within the Community and any Improvements must comply with any applicable building codes and other governmental requirements and regulations. Owners are encouraged to contact the City and County of Denver for further information and requirements for Improvements they wish to make.

APPROVAL BY THE ARC DOES NOT CONSTITUTE ASSURANCE THAT IMPROVEMENTS COMPLY WITH APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS OR THAT A PERMIT OR APPROVALS ARE NOT ALSO REQUIRED FROM APPLICABLE GOVERNMENTAL BODIES.

### **1.8 Interference with Utilities**

In making Improvements to property, Owners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Owners should not construct any Improvements over such easements without the consent of the utility involved, and Owners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting:

**Utility Notification Center of Colorado  
1-800-922-1987**

### **1.9 Goal of Rules**

Compliance with these Rules and the provisions of the Declaration will help preserve the inherent architectural and aesthetic quality of the Community. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Rules and to promote the highest quality design for the neighborhood. It is important that Improvements to property be made in harmony with and not detrimental to the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these Rules and obtaining prior written approval for Improvements to property from the ARC, Owners will be protecting their financial investment and will help insure that Improvements to property are compatible with standards established for the Community. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these Rules, the ARC's interpretation shall be final and binding.

## **2 PROCEDURES FOR ARC APPROVAL**

### **2.1 General**

The procedures set forth in this Article 2 are intended to clarify the terms, provisions and requirements of Article 2 of the Declaration. In the event of any conflict between these rules and the Declaration, the terms of Article 2 in the Declaration shall control. As indicated in Section 3 of these Rules, there are some cases in which advance written approval of the ARC is not required if the Rules with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, a specific type of Improvement is not permitted under any circumstances. In all other cases, including

Improvements not included in Section 3, advance, or prior written approval by the ARC is required before an Improvement to property is commenced.

## **2.2 Drawings or Plans**

Owners are required to submit to the ARC a completed Architectural Review Request Form ("ARR"), which forms are available from the person or entity listed in Section 1.5, and complete plans and specifications, in duplicate, (said plans and specifications to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required) prior to commencement of work on any Improvement to property. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect, or draftsman, and a simple drawing with dimensions and description will be sufficient. In the case of major improvements, such as room additions, structural changes or accessory building construction, detailed plans and specifications, prepared by a licensed architect, may be required. Whether done by the Owner, or professionally, the following guidelines should be followed in preparing drawings or plans:

- A. The drawing or plan should be done to scale and shall depict the property lines of your Lot and the outside boundary lines of the home as located on the Lot. If you have a copy of an improvement survey of your Lot obtained when you purchased it, this survey would be an excellent base from which to start.
- B. Existing Improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing Improvements include driveways, walks, decks, trees, shrubs, fences, etc. The proposed Improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed Improvement, including the materials to be used and the colors. For Example: Redwood deck, ten (10) feet by twelve (12) feet with two inch by four inch (2"x4") decking and natural stain.
- C. The plan or drawing and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Lot, and the e-mail address and telephone number where the Owner can be reached.
- D. The proposed Improvements must take into consideration the easements, building location restrictions and sight distance limitations at intersections.
- E. Owners should be aware that many Improvements require a permit from the City and County of Denver or other governmental entity.

The ARC reserves the right to require a copy of such permit as a condition of its approval.

- F. In some instances, elevation drawings of the proposed Improvement will be required. The elevation drawings should indicate materials.
- G. Photographs of existing conditions and of proposed materials and colors are encouraged to be included, and are helpful to convey the intended design, but should not be used solely to describe the proposed changes.

### **2.3 Submission of Drawings and Plans**

Two copies of the drawing or plans (minimum acceptable size 8.5" x 11") must be submitted to the ARC along with a completed ARR. Color photographs, brochures, paint swatches, etc. will help expedite the approval process. Specific dimensions and locations are required.

Any costs incurred by the ARC for review of submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the ARC in reviewing any submission will be assessed to the Owner requesting approval of the submission.

### **2.4 Action by ARC**

The ARC will meet as required to review plans submitted for approval. The ARC may require submission of additional information or material, and the request will be deemed denied until all required information and materials have been submitted. The ARC will act upon all requests in writing within forty-five (45) days after the complete submission of plans, specifications, and other materials and information as requested by the ARC. If the ARC fails to review and approve in writing (which may be with conditions and/or requirements) or disapprove, a request for architectural approval within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, such request is deemed approved by the ARC.

### **2.5 Revisions and Additions to Approved Plans**

Any revisions and/or additions to approved plans made by the Owner or as required by any governmental agency, must be re-submitted for approval by the ARC. The revised plans must follow the requirements as outlined above.

### **2.6 Completion of Work**

After approval (which may be with conditions and/or requirements) of any proposed Improvement by the ARC, the proposed Improvement shall be completed and constructed as promptly and diligently as possible, and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within

one year from the date of the approval or such other date as may be set forth in the approval or as set forth in the Declaration (the “**Completion Deadline**”), shall constitute noncompliance; provided, however, that the ARC may grant extensions of time to individual Owners for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing and the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

## **2.7 Requirements for Initial Installation of Backyard Landscaping & Fencing**

~~Fencing and Backyard~~ and/or Sideyard landscaping ~~not installed by the Builder~~ shall be completed within (9) months after initial conveyance of the property to the owner, with consideration given to planting seasons. Should an extension be foreseen due to time of year, written notice must be made to the ARC (Architectural Review Committee) prior to the 9 month expiration, at which time; the ARC will issue a new time requirement to the owner, but in no case later than 12 months after conveyance.

Two copies of the drawing or plans (minimum acceptable size 8.5" x 11") must be submitted to the ARC along with a completed ARR prior to installation of backyard landscaping and fencing. The Owner should ensure submittal of these plans will allow for the review period of up-to forty five (45) days for approval in accordance with the deadline for installation. Though an ARR (Architectural Review Request) may have been submitted, if it has not been approved and the installation completed by the deadline, the property may be sited for non-compliance.

## **2.8 Inspection of Work**

The ARC, or its duly authorized representative, shall have the right to inspect any Improvement at any time, including prior to or after completion, in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Section.

## **2.9 Notice of Non-Compliance**

If, as a result of inspections or otherwise, the ARC determines that any Improvement has been done without obtaining all required approvals (which may be with conditions and/or requirements), or was not done in substantial compliance with the approval that was granted, or has not been completed by the Completion Deadline, subject to any extensions of time granted pursuant to Section 2.6 hereof, then the ARC shall notify the District, and the District shall then notify the applicant in writing of the non-compliance (the “Notice of Non-Compliance”). The Notice of Non-Compliance shall specify the particulars of the non-compliance.

## **2.10 Correction of Non-Compliance**

If the ARC determines that non-compliance exists, the Person responsible for such non-compliance shall remedy or remove the same within not more than forty-five (45) days

from the date of receipt of the Notice of Non-Compliance. If such Person does not comply with the ruling within such period, the ARC shall notify the District, and the District may, at its option and if allowed by applicable law, record a notice of non-compliance against the Lot on which the non-compliance exists, may impose fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance in accordance with the Declaration and applicable law. The Person responsible for such non-compliance shall reimburse the District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

#### **2.11 Amendment**

These ~~Rules~~Guidelines may at any time, from time to time, be added to, deleted from, repealed, amended, and modified, reenacted, or otherwise changed by the ARC, with the approval of the Person authorized to appoint the ARC, as changing conditions and/or priorities dictate.

#### **2.12 Questions**

If you have any questions about the foregoing procedures, feel free to call the ARC at the phone number and address listed in the Section 1.5 of these Rules.

### **3 SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS**

#### **3.1 General**

The following is a listing, in alphabetical order, of a wide variety of specific types of Improvements which Owners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed Improvement must be submitted to the ARC and written approval of the ARC obtained before the Improvements are made. In some cases, where it is specifically so noted, an Owner may proceed with the Improvements without advance approval if the Owner follows the stated guideline. In some cases, where specifically stated, some types of Improvements are prohibited. ARC review and approval is required on any external items not be listed below.

##### **3.1.1 Variances**

Approval of any proposed plans by the granting of a variance from compliance with any of the provisions of these Rules is at the sole discretion of the ARC when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require.

##### **3.1.2 No Unsightliness**

All unsightly conditions, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment, when not in actual use, must be enclosed within a structure.

### **3.1.3 Waivers; No Precedent**

The approval or consent of the ARC to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent as to any application or other matters whatsoever, as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent in any other matter.

### **3.1.4 Liability**

The ARC and the members thereof shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. The ARC shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The ARC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same.

## **3.2 Accessory Buildings**

No storage sheds or accessory buildings are permitted on Lots; approval will not be granted.

- A. A playhouse or play structure shall not be considered an accessory building. However, existing setbacks required of the home must be observed when placing playhouses. A copy of the home's plot plan filed with the location of the proposed accessory building is required with the ARR.

## **3.3 Additions and Expansions**

Approval is required. Additions or expansions must be constructed of wood, masonite, glass, brick, stone, or other material as used in construction of the exterior of the home. The design must be the same or generally recognized as a complimentary architectural style and meet all design guidelines as may be applicable. Colors must be the same as that of the residence. Patios may not be more than twenty five percent (25%) of the entire rear yard of the Lot unless otherwise approved by the ARC.

## **3.4 Address Numbers**

Approval is required to replace, alter or relocate existing address numbers, unless the address numbers are replaced using the same style, color and type of number currently on the residence.

## **3.5 Air Conditioning Equipment**



Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators installed after the initial construction.

Approval is not required for replacement of existing air conditioning equipment with like equipment located in the same location as the equipment being replaced.

No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows. Ground mounted or exterior wall air conditioning equipment installed in the side yard must be installed in a manner so as to minimize visibility from the street and minimize any noise to adjacent property Owners.

### **3.6 Antennae/Satellite Dishes**

#### **3.6.1 General Provisions**

“Permitted Antennas” are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section. Installation of Permitted Antennas shall not require the approval of the ARC.

- A. All Permitted Antennas shall be installed with emphasis on being as unobtrusive as possible to the Community. To the extent that reception is not substantially degraded or costs unreasonably increased, all Permitted Antennas shall be screened from view from any street and nearby Lots to the maximum extent possible, and placement shall be made in the following order of preference:
  - (1) Inside the structure of the house, not visible from the street
  - (2) Rear yard or side yard, behind and below the fence line
  - (3) Rear yard or side yard, mounted on the house, in the least visible location below roofline
  - (4) Side yard in front of wing fence, screened by and integrated into landscaping
  - (5) Back rooftop
  - (6) Front yard screened by and integrated into landscaping

- B. If more than one (1) location on the Lot allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.
- C. Permitted Antennas shall not encroach upon common areas or any other Owner's property.

### **3.6.2 Installation of Antennae/Satellite Dishes**

- A. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.
- B. All Permitted Antennas shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal.
- C. Owners are responsible for all costs associated with the Permitted Antenna, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the Permitted Antenna.
- D. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Permitted Antennas, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.
- E. All other antennas, not addressed above, are prohibited.

### **3.7 Awnings**

Approval is required and Owners must comply with all requirements of the City and County of Denver. Awnings should be an integral part of the house or patio design. The color shall be complimentary to the exterior of the residence.

See Section 3.39, Overhangs/Sunshades/Awnings – Cloth or Canvas.

### **3.8 Backyard Sport Pads.**

Approval is required. Backyard, concrete pads for "sport" type courts must be approved by the ARC. The ARC will consider backyard sport courts based on pad size, Lot size and proximity to other Lots. Sport equipment installed or stored on or around the pad must be maintained at all times in a neat and clean manner.

### **3.9 Balconies**

See Section 3.17, Decks.

### **3.10 Barbecue/Gas Grills**

Approval is not required. All barbecue grills, smokers, etc. must be stored in the rear yard or within an enclosed structure, not visible from the front of the home.

### **3.11 Basketball Backboards**

Approval is not required, subject to the following limitations. No basketball backboards shall be attached to the garage. Only portable basketball backboards shall be allowed if the following guidelines are met:

- A. Portable units cannot be placed in the public rights of way, streets, sidewalks or street lawns.
- B. Location must be in the driveway, at least half of the length of the driveway away from the street, or in the side or rear yard.
- C. Portable basketball backboards may be left out when not in use only if the backboard, hoop, and net are in good repair. Portable basketball backboards that are not in good repair, including the hoop and net, must be stored out of sight when not in use and may not be left out for more than 24 hours.
- D. Permanent garage or pole mounted basketball hoops are not permitted.

### **3.12 Birdbaths**

Approval is not required, subject to the following limitations. Placement in front or side yard is not allowed. Birdbaths are only permitted in the rear yard.

See Section 3.66, Statues or Fountains.

### **3.13 Birdhouses and Bird Feeders**

Approval is not required, subject to the following limitations. If installed in the rear yard and the size is limited to one foot by two feet, no approval is required. No more than three of each of a birdhouse or bird feeder shall be installed on any Lot. Birdhouses or bird feeders may be mounted on a pole, provided the pole shall not exceed five (5) feet in height.

### **3.14 Carports**

Approval will not be granted.

### **3.15 Clothes Lines and Hangers**

Approval is not required, subject to the following limitations. Clotheslines may only be placed in the rear yard. Fixed clotheslines and hangers are not permitted. Temporary drying structures will be permitted so long as such structures are used solely in the rear yard of a lot and are immediately removed from sight after each use. Retractable clotheslines with permanent fixtures require approval.

### **3.16 Cloth or Canvas Overhangs**

See Section 3.39, Overhangs/Sunshades/Awnings – Cloth or Canvas.

### **3.17 Decks**

Approval is required. The deck must be harmonious (in configuration, detail, material and color) with the architecture of the house. Modifications or additions to Builder installed decks must incorporate the same materials, colors and detailing as the Builder's or approved existing deck. TREX or similar engineered composite wood type products are the preferred material for construction. Plastic, PVC or similar materials are prohibited.

The appropriate governmental permits are also required.

The deck should be located so as not to create an unreasonable level of noise for adjacent property Owners.

Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Declaration.

Upper-level decks shall be attached directly to the house. Only ground level decks may be approved as freestanding decks. Decks shall not extend beyond the Lot boundaries into any common area. Depending on Lot location and orientation, decks should not project beyond the side walls of the house. The side walls of the house are defined as the major (structural) side walls and do not include bay windows, chimney enclosures, porches or other such projections. In certain situations, stairs and some portions of the deck may extend up to 4' beyond the side walls.

A solid trim board shall be provided on any open side of the deck to conceal the joists and cut ends of the decking. Underdeck screening should be compatible with the architecture of the house and deck. Any lattice must be properly framed and recessed.

Railings and other features such as privacy screens for attached housing must match the approved Builder design.

### **3.18 Dog Houses**

Approval is required. Dog houses are restricted to ten (10) square feet and must be located in a fenced back yard or dog run. Dog houses must be installed at ground level, and must not be visible above the fence. Dog houses must also match the colors and materials of the exterior of the home. Limit of one dog house per Lot.

### **3.19 Dog Runs**

Approval is required. Dog runs must be located in the rear or side yard, abutting the home and substantially screened from view by planting fast-growing or mature trees or shrubs. Dog runs will be limited to two hundred (200) square feet, unless a variance is granted by the ARC. Dog run fences should be left natural in color and sealed to prevent weathering. Dog runs must be made of wood. The ARC may adopt approved heights, stains and configurations for fencing. Covers (ex: tarps, sheets, blankets, etc.) on dog runs are not allowed.

### **3.20 Doors**

Approval is not required for an already existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body, trim or accent colors of the house or white (for storm/screen doors).

- A. Storm Doors. Approval is not required for storm doors as long as the door is complimentary with the color scheme of the home. Owners wishing to utilize a different color must first obtain approval.
- B. Security Doors and Windows. All security or security-type doors and windows must be approved prior to installation.

### **3.21 Drainage**

The Declaration requires that there be no interference with the established drainage pattern over any property. The established drainage pattern means the drainage pattern which exists at the time final grading of a Lot by the Declarant or a Builder is completed. When installing your landscaping, it is very important to insure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. The ARC may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping and all drainage from downspouts off the house should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line, on the Owner's property, to allow for absorption. Adverse effects to adjacent properties, including District lands, sidewalks and streets, will not be tolerated.

### **3.22 Driveways**

Approval is required for any changes or alterations to driveways. This includes construction of a pull-off area to the side of the driveway and/or concrete driveway extensions. Only clear sealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling/peeling/etc.

### **3.23 Evaporative Coolers**

Approval is required. No rooftop or window mount installations are allowed. See Section 3.5, Air Conditioning Equipment.

### **3.24 Exterior Lighting**

See Section 3.37, Lights and Lighting.

### **3.25 Fences**

#### **3.25.1 General Statement**

Fences constructed by the Developer or Builder along or abutting property lines, arterial streets, collector streets, and local streets may not be removed, replaced, painted a different color or altered, including, adding a gate, without approval of the ARC. If any such fences constructed by the Developer or Builder which are located upon an Owner's property are damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense.

#### **3.25.2 [Reserved]**

#### **3.25.3 Fence Designs**

~~Fencing shall be completed within (9) months after initial conveyance of the property to the owner, with consideration given to planting seasons. Should an extension be foreseen due to time of year, written notice must be made to the ARC (Architectural Review Committee) prior to the 9-month expiration, at which time, the ARC will issue a new time requirement to the owner, but in no case later than 12 months after conveyance.~~

All ~~rear or side yard fences not installed by the Builder that are to be installed by an Owner~~ along property lines require approval of the ARC and shall comply with any fence specifications adopted by the ARC. Double fencing of property lines shall not be permitted. Please see Exhibit A for examples of required fencing per the ARC.

#### **3.25.4 Maintenance/Staining**

All fences constructed on a Lot shall be maintained in good condition and repair by the Owner. All staining and sealing of fences will be in a color and in a manner approved by or adopted by the ARC. Fence stain required is Sherwin Williams, 3507 Riverwood. Please see Exhibit A for formula details.

#### **3.25.5 [Reserved]**

#### **3.25.6 Prior Approved Fencing**

Replacement of any existing fencing must comply with the then current guidelines or ARC adopted standards related to fencing.

#### **3.25.7 Pet Fencing**

Pet fencing may include any invisible fence on or within the perimeter boundary of an Owner's site per the above fencing standards. Wire mesh fencing may be permitted subject to ARC approval on the inside of ARC approved fencing.

See Section 3.18, Dog Houses and Section 3.19, Dog Runs.

#### **3.26 Fire Pits**

Approval is required for all permanent or built-in structures. Approval is not required for portable units.

#### **3.27 Firewood Storage**

All firewood must be located in the side or rear yard, must be neatly stacked, shall not be visible from any street or the ground level of any other Lot, and must not be located so as to block established drainage patterns.

#### **3.28 Flags/Flagpoles**

Approval is required for any freestanding flagpole.

Approval is not required for flagpoles mounted to the front of the residence provided that the flags displayed thereon (if other than an American Flag) are temporary in nature and are only displayed on holidays or in celebration of specific events. They must not be placed earlier than thirty (30) days prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the particular holiday/event or celebration. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

American Flags: Owners shall be permitted to display an American flag in accordance with the Federal Flag Code and as follows:

- A. The flag shall be no larger than three (3) feet by five (5) feet.
- B. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling.
- C. Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.
- D. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of

lighting. Lighting shall be placed so as not to disturb Owners of neighboring Lots.

An Owner or resident may display a service flag bearing a star denoting the Owner's or resident's or his family member's active or reserve U.S. military service during a time of war or armed conflict. The flag may be displayed on the inside of a window or door of the home on the Lot. The flag may not be larger than nine (9) inches by sixteen (16) inches.

### **3.29 Gardens – Flower or Vegetable**

Approval is not required for flower or vegetable gardens that do not exceed one hundred fifty (150) total square feet. All flower gardens must be weeded, cared for and maintained. Vegetable gardens shall be located in the rear or side yard.

### **3.30 Gazebos**

Approval is required. A gazebo must be an integral part of the rear yard landscape plan and must be similar in material and design to the residence. The color must be generally accepted as a complementary color to the exterior of the residence.

### **3.31 Grading and Grade Changes**

See Section 3.21, Drainage.

### **3.32 Greenhouses**

Approval is required. Generally, greenhouses are discouraged due to the extensive maintenance required. Approval will be based upon but not limited to general aesthetics, quality and permanence of materials used. Adequate screening will be required.

### **3.33 Hanging of Clothes**

See Section 3.15, Clothes Lines and Hangers.

### **3.34 Hot Tubs and Jacuzzis**

Approval is required. Hot tubs and Jacuzzis must be an integral part of the deck or patio area and of the rear yard landscaping, and be installed in such a way that it is not immediately visible to adjacent property Owners and that it does not create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the hot tub may be required for screening. Non-vegetative screening materials should match or complement the house or deck structure. Prefabricated hot tub enclosures will be evaluated on a case-by-case basis, and may require additional plant material screening.

### **3.35 Kennels**



Approval will not be granted. Breeding or maintaining animals for a commercial purpose is prohibited.

Also see Section 3.19, Dog Runs.

### **3.36 Landscaping**

Landscaping shall be completed within (9) months after initial conveyance of the property to the owner, with consideration given to planting seasons. Should an extension be foreseen due to time of year, written notice must be made to the ARC (Architectural Review Committee) prior to the 9 month expiration, at which time; the ARC will issue a new time requirement to the owner, but in no case later than 12 months after conveyance.

Approval is required. All Owners must comply with any applicable landscaping requirements of the City and County of Denver. The plot plan of the residence and yard must be provided at a measurable scale. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail.

The ARC may adopt approved landscape requirements and standards, and all new landscape installations and improvements must meet said requirements. Owners are responsible for compliance with all applicable laws.

### **3.37 Lights and Lighting**

Approval is not required for replacing existing lighting, including coach lights, with the same or similar lighting style and color as originally installed.

Approval is required to modify or add exterior lighting.

Approval is required to install motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.).

- A. Considerations will include, but may not be limited to, the visibility, style and location of the fixture.
- B. Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).
- C. Ground lighting along walks must be maintained in a working and sightly manner. Low- voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally vertical in their presentation.

- D. Holiday lighting and decorations do not require approval. It is required that they not be installed more than thirty (30) days prior to the holiday. They shall be removed within thirty (30) days following the holiday.

### **3.38 Ornaments/Art - Landscape/Yard**

Approval is not required for yard ornaments which are installed in the rear yard and which are of a height less than three (3) feet.

Up to three (3) small (less than 12 inches in height) front yard ornaments may be installed in the front yard without approval, as long as the ornament is installed at ground level and the color and design integrate into the landscape.

Approval is required for any other yard ornaments.

See Section 3.66, Statues or Fountains.

### **3.39 Overhangs/Sunshades/Awnings- Cloth or Canvas**

Approval is required. An overhang should be an integral part of the house or patio design. The color must be the same as, or generally recognized as, a complementary color to the exterior of the residence. A swatch of material to be used must be provided with the review submittal.

See Section 3.41, Patio Covers.

### **3.40 Painting**

Approval is not required if color and/or color combinations are identical to the original manufacturer color established on the home and/or accessory improvement. Any changes to the color scheme must be submitted for approval and must conform to the general scheme of the Community.

### **3.41 Patio Covers**

Approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted as well as extensions of the roof.

### **3.42 Patios – Enclosed**

See Section 3.3, Additions and Expansions.

### **3.43 Patios – Open**

Approval is required. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the patio may be required for

screening or integration into the landscape design. The patio and materials must be similar or generally accepted as a complementary color and design to the residence.

See Section 3.17, Decks.

#### **3.44 Paving**

Approval is required, regardless of whether for walks, driveways, patio areas or other purposes, and regardless of whether concrete, asphalt, brick, flagstones, stepping stones, pre-cast patterned, or exposed aggregate concrete pavers are used as the paving material.

See Section 3.11, Driveways.

#### **3.45 Pipes**

Approval is required for all exterior pipes, conduits and equipment. Adequate screening may also be required.

#### **3.46 Play Structures and Sports Equipment**

Approval is required. Consideration will be given to adjacent properties (a minimum five (5) foot setback from the property line, is required for trampolines, swing sets, fort structures, etc.) so as not to create an undue disturbance. In some instances, additional plant material around the equipment may be required for screening. Wood structures must be constructed of pressure treated or other weather resistant materials. All play equipment must be maintained in a good and sightly manner. The use of multi-colored cloth/canvas tarps will not be approved. Height of any play structure or sports equipment may not exceed twelve (12) feet.

#### **3.47 Playhouses**

Approval is not required if a structure is less than twenty four (24) square feet and less than six (6) feet high, from highest point to the ground.

Approval is required for structures greater than twenty four (24) square feet and/or greater than six (6) feet high, from the highest point to the ground.

See Section 3.2, Accessory Buildings.

#### **3.48 Poles**

See Section 3.28, Flags/Flagpoles.

#### **3.49 Ponds and Water Features**

Approval is required. Considerations by the ARC will include, but not be limited to, the following criteria:

- A. Must be integrated into landscape scheme.

- B. Setback shall be a minimum of five (5) feet from all property lines.
- C. Must not affect existing drainage on the lot or off the property.
- D. Must be maintained at all times.

### **3.50 Pools**

Approval is required. Pools must be placed in the rear yard and be an integral part of the deck or patio area. They should be located in such a way that they are not immediately visible to adjacent property Owners (i.e. screened with plant material). Above ground pools and temporary pools are prohibited. One (1) wading pool, if less than eighteen (18) inches high and eight (8) feet in diameter, per Lot, is permitted on a temporary basis without prior approval, if placed in the rear yard.

See Section 3.34, Hot Tubs and Jacuzzis.

### **3.51 Radio Antennae**

See Section 3.6, Antennae/Satellite Dishes.

### **3.52 Radon Mitigation Systems**

Approval is required. Equipment must be painted a color similar or generally accepted as complimentary to the exterior of the house. All equipment shall be installed so as to minimize its visibility.

### **3.53 Roofing Materials**

Approval is required for all roofing materials other than those originally used by the Builder. All buildings constructed on a Lot should be roofed with the same or greater quality and type of roofing material as originally used by the Builder.

Approval is not required for repairs to an existing roof with the same building material that exist on the building.

### **3.54 Rooftop Equipment**

Approval is required. Equipment must be painted a color similar or generally accepted as complimentary to the roofing material of the house. All rooftop equipment shall be installed so as to minimize its visibility.

See Section 3.64, Solar Energy Devices.

### **3.55 Satellite Dishes**

See Section 3.6, Antennae/Satellite Dishes.

### **3.56 Saunas**

See Section 3.2, Accessory Buildings.

### **3.57 Screen Doors**

See Section 3.20, Doors.

### **3.58 Seasonal Decorations**

Approval is not required if installed on a lot within thirty (30) days of a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday.

See Section 3.37, Lights and Lighting.

### **3.59 Security Devices.**

Approval is not required. Security devices, including cameras and alarms, must be selected, located and installed so as to be an integral part of the house and not distract from the home's architecture and appearance. Cameras and housing sirens, speaker boxes, conduits and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which it is attached.

### **3.60 Sheds**

See Section 3.2, Accessory Buildings.

### **3.61 Shutters – Exterior**

Approval is required. Shutters should be appropriate for the architectural style of the home and be of the appropriate proportion to the windows they frame. Shutters should be the same color as the "accent" color of the home (typically the same as the front door or other accent details).

### **3.62 Siding**

Approval is required.

### **3.63 Signs**

Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than five (5) square feet and which are conservative in color and style; one (1) yard/garage sale signs which is no larger than 36" x 48"; and/or burglar alarm notification signs, ground staked or window mounted which are no larger than 8" x 8" Such signs may be installed in the front yard or on the back yard fence of the Lot.

Political signs (defined as signs that carry a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a

public official, or the passage of a ballot issue) may be displayed within the boundaries of an Owner's or resident's Lot without approval, political signs shall not exceed 36" by 48" in size.

Approval is required for all other signs. No lighted sign will be permitted unless utilized by the Developer and/or a Builder.

#### **3.64 Solar Energy Devices**

Approval is required in order to review aesthetic conditions. Photovoltaic (PV) Solar panels must lay flat on the roof, meet all applicable safety, building codes and electrical requirements, including solar panels for thermal systems (solar water heaters). The ARC is allowed to request changes as long as they don't significantly increase the cost or decrease the efficiency of the proposed device and panels. Please also see Colorado Law C.R.S. 38-30-168, which governs the review and the Owner's installation of such devices.

#### **3.65 Spas**

See Section 3.34, Hot Tubs and Jacuzzis.

#### **3.66 Statues or Fountains**

Approval is not required if statues or fountains are installed in the rear yard and are not greater than four (4) feet in height from the highest point, including any pedestal.

Approval is required if the statue or fountain is proposed for the front yard. Statue or fountain location in the front yard should be located close to the main entrance of the house.

See Section 3.12, Birdbaths and Section 3.38, Ornaments/Art – Landscape/Yard

#### **3.67 Storage Sheds**

Approval will not be given.

See Section 3.60, Sheds and Section 3.2, Accessory Buildings.

#### **3.68 Sunshades**

See Section 3.39, Overhangs/Awnings – Cloth or Canvas and Section 3.41, Patio Covers.

#### **3.69 Swamp Coolers**

See Section 3.5, Air Conditioning Equipment, Section 3.23, Evaporative Coolers, and Section 3.54, Rooftop Equipment.

#### **3.70 Swing Sets**

See Section 3.46, Play Structures and Sports Equipment.

#### **3.71 Television Antennae**

See Section 3.6, Antennae/Satellite Dishes.

#### **3.72 Tree Houses**

Approval will not be granted. Tree houses are not permitted.

#### **3.73 Vanes**

See Section 3.77, Weather Vanes and Directionals.

#### **3.74 Vents**

See Section 3.54, Rooftop Equipment.

#### **3.75 Walls**

See Section 3.25, Fences and Section 3.76, Walls, Retaining.

#### **3.76 Walls, Retaining**

Approval is required except that an Owner may replace a builder-installed wall with like material.

New or old creosote treated timber railroad ties are prohibited.

#### **3.77 Weather Vanes and Directionals**

Approval is required.

#### **3.78 Wind Electric Generators**

Approval is required. In addition to ARC approval, windmills and any other type of fixture, which fall under the criteria of a wind generator, or are used to generate power etc., must meet the requirement of the C.R.S. 40-2-124 and any applicable regulations of the Colorado Public Utilities Commission.

#### **3.79 Windows Replacement**

Approval is required. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

#### **3.80 Windows: Tinting, Security Bars, Well Covers, etc.**

Approval is not required for window well covers that are manufactured with metal or plexiglass. All others will require ARC approval.

Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted.

Approval is required for security bars and may not be approved on second story windows and other windows visible to the street.

**3.81 [Reserved]**

**3.82 Xeriscape**

Approval is required. Using drought tolerant plantings and other water conservation methods of landscaping is encouraged; however, the design must be approved. Xeriscape uses much less water than typical suburban residential landscape, but it does not mean that large areas of river rock or mulch will be allowed in place of green, growing plant material.

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**EXHIBIT A: REQUIRED FENCING & STAIN FORMULA**

**APPENDIX A: ARCHITECTURAL REVIEW REQUEST FORM**

**ARCHITECTURAL REVIEW REQUEST FORM**

**FOR OFFICE USE ONLY**

Denver Connection West Metropolitan District  
c/o MSI, LLC  
11002 Benton Street  
Westminster, Colorado 80020

**Date Received:** \_\_\_\_\_  
**Crucial Date:** \_\_\_\_\_  
**Date Sent to Entity:** \_\_\_\_\_  
**Date Rcvd from Entity:** \_\_\_\_\_

**HOMEOWNER NAME(S):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE(S):** \_\_\_\_\_

**My request involves the following type(s) of improvement(s):**

- |   |  |  |                                      |
|---|--|--|--------------------------------------|
| <input type="checkbox"/> Landscaping          | <input type="checkbox"/> Deck/Patio Slab | <input type="checkbox"/> Roofing       | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Drive/Walk Addition  | <input type="checkbox"/> Patio Cover     | <input type="checkbox"/> Room Addition |                                      |
| <input type="checkbox"/> Basketball Backboard | <input type="checkbox"/> Fencing         | <input type="checkbox"/> Other:        | _____                                |

Include two copies of your plot plans, and describe improvements showing in detail what you intend to accomplish (see Article 2 of the Rules and Regulations of Denver Connection West). Be sure to show existing conditions as well as your proposed improvements and any applicable required screening (see the Rules and Regulations for requirement details for your specific proposed Improvement).

I understand that I must receive approval from the ARC in order to proceed with installation of Improvements if Improvements vary from the Rules and Regulations or, are not specifically exempt. I understand that I may not alter the drainage on my lot. I understand that the ARC is not responsible for the safety of Improvements, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, and that I may be required to obtain a building permit to complete the proposed Improvements. The ARC and the members thereof, as well as the District, the Board of Directors, or any representative of the ARC, shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the ARC for any action, failure to act, approval, disapproval, or failure to approve or disapprove submittals, if such action was in good faith or without malice. All work authorized by the ARC shall be completed within the time limits established specified below, but if not specified, not later than one year after the approval was granted. I further understand that following the completion of my approved Improvement the ARC reserves to right to inspect the Improvement at any time in order to determine whether the proposed Improvement has been completed and/or has been completed in compliance with this Architectural Review Request.

Date: \_\_\_\_\_ Homeowner's Signature: \_\_\_\_\_

**ARC Action:**

- ☐ Approved as submitted
- ☐ Approved subject to the following requirements:
- ☐ Disapproved for the following reasons:

All work to be completed no later than: \_\_\_\_\_

DRC/ARC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMITTAL FEES**

Submittal Fees shall be charged on the following schedule each submittal:

- Landscape Review and/or Fence Review - \$50
- A Main Building Addition, Deck, Patio, Site Plan, Footprint (including Driveway) Review - \$100
- Paint Color - \$50
- All other items - \$50

RESOLUTION NO. 2017-\_\_\_\_-\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION  
WEST METROPOLITAN DISTRICT ADOPTING THE RULES AND REGULATIONS  
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, William Lyon Homes, Inc., (the “**Developer**”) has caused to be recorded the Declaration of Protective Covenants of Denver Connection West, recorded on April \_\_, 2017, at Reception No. \_\_\_\_\_ 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, the District desires to provide for the orderly and efficient enforcement of the Covenants by adopting rules and regulations.

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 Rules and Regulations of Denver Connection West as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Rules and Regulations**”).

2. The Board of Directors declares that the Rules and Regulations 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. 2017-\_\_\_\_-\_\_]

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary or Assistant Secretary

**EXHIBIT A**  
**RULES AND REGULATIONS OF DENVER CONNECTION WEST**

# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

April 25, 2017



### **Project Work**

#### **Monthly Site Visit**

A site visit to see the general progress of construction was done on 3/31/17.

- Bringing in fill to bring the park site up had started;
- Sanitary sewer north of the channel was complete;
- Sanitary sewer south of the channel and in the single family area was currently under construction;
- Water plans have been approved and water construction was to start in April;
- Storm plans were verbally approved and storm construction started in Kittridge Street;
- Construction of single family and multifamily models on going.

#### **Infrastructure Acquisition**

- The Infrastructure Acquisition Report #1 will begin when invoices are available. Report #1 will cover all work up to the current month.





## **Construction Contract Documents**

### **Contractor Contracts**

- Signalization Bid
  - Bid Documents created;
  - Finalizing Agreement format with Legal Counsel;
  - Preparing Project Estimates for Denver M/WBE requirements;
  - Plans say “Not for Construction” – Are there more recent plans?
  - Plan to send out Bid Documents to Sturgeon and WL Contractors – Any others?
- HUB Bid
  - Created Base Bid Documents – Awaiting comments/review by Architect and Legal;
  - Bid when comments are received and incorporated in Bid Documents;
  - Status of Interior Design?

### **District Contract Change Orders**

None

## **Consultant/Vendor Agreements**

### **Consultant/Vendor Agreements**

- None

### **Other Matters**

- None