

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
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## 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	2022/May 2022
Eric McEachen	Assistant Secretary	2020/May 2020
David Brown	Assistant Secretary	2020/May 2020
Jeff McGovern	Assistant Secretary	2022/May 2022
Lisa A. Johnson	Secretary	

DATE: May 28, 2019  
TIME: 1:30 P.M.  
PLACE: William Lyon Homes  
400 Inverness Parkway, Suite 350  
Englewood, CO 80112

### I. ADMINISTRATIVE MATTERS

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A. Present Conflict Disclosures and confirm quorum.

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

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### II. PUBLIC COMMENTS

A. \_\_\_\_\_

### III. CONSENT AGENDA

- Review and approve Minutes of the April 23, 2019 Special Meeting (enclosure).
  - Ratify approval of Amended and Restated Rules and Regulations.
  - Ratify Master Service Agreement (“MSA”) and Task Order No. 1 with Split Rail Fence.
  - Ratify MSA and Task Order No. 1 with Electrostatic All American.
  - Ratify Change Order Nos. 24-26 to the Construction Contract with MW Golden.
  - Ratify approval of Tenant User Liability Insurance Policy.
  - Ratify approval of Amended and Restated District Facilities Rules and Regulations (HUB/Pool/Spa).
  - Review and approve release of retainage to MW Golden.
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IV. FINANCIAL MATTERS

- A. Review and consider approval of payment of claims as follows (enclosure):

Fund	Period Ending May 28, 2019
General	\$ 41,285.13
Debt	\$ -0-
Capital	\$ 177,102.39
<b>Total</b>	<b>\$ 218,387.52</b>

- B. Consider acceptance of financial statements dated, April 30, 2019, schedule of developer advances (enclosures), and the schedule of cash position for the period ending April 30, 2019, updated as of May 15, 2019 (enclosure).

- C.

V. LEGAL MATTERS

- A. Discuss status of Intergovernmental Agreement between the District and the City and County of Denver regarding Gateway Public Improvements.

- B. Review and consider approval of Rules and Regulations Regarding District owned Common Areas and adoption of Resolution regarding same (to be distributed).

- C. Update regarding codification of District Covenants, Rules and Regulations and Policies and Procedures.

VI. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

- A. Review and discuss Community Manager's Report (enclosures).

- B. Review and adopt Resolution No. 2019-05-\_\_\_; Amended and Restated Design Review Guidelines (enclosure).

- C. Design Review Committee.

1. Discuss qualifications/criteria for resident service on the Design Review Committee ("DRC").  
\_\_\_\_\_

2. Discuss and appoint members to the DRC (enclosures).  
\_\_\_\_\_

D. Social Committee  
\_\_\_\_\_

1. Report on first meeting of the Social Committee.  
\_\_\_\_\_

- E. Discuss and consider approval of an addendum to the Special District Management Services, Inc. ("SDMS, Inc.") Agreement for Community Management Services.  
\_\_\_\_\_

- F. Discuss and consider approval of Service Agreement with Specialized Cleaning Services, Inc. for Cleaning Services at The HUB (enclosure).  
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VII. CONSTRUCTION MATTERS

A. Engineer's Report (enclosure).

1. Discuss status of HUB Facility.  
\_\_\_\_\_

- a. Review and consider approval of Task Order No. 2 to the MSA with Godden Sudik for Additional Services in the amount of \$15,335 (to be distributed).  
\_\_\_\_\_

- b. Ratify approval of Change Order No. 27 to the Construction Contract with MW Golden for Electric Consumption Costs in the amount of \$30,149 (enclosure).  
\_\_\_\_\_

- c. \_\_\_\_\_

- B. Review and consider approval/status of Cost Certification Report No.16 in the amount of \$\_\_\_\_\_ (to be distributed).
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- C. \_\_\_\_\_
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VIII. OTHER BUSINESS

- A. Review and consider preparation and maintenance of a District Map for Operations and Maintenance by SDMS, Inc. not to exceed \$3,000.
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- B. \_\_\_\_\_
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- IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 25, 2019.**
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## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE "DISTRICT") HELD APRIL 23, 2019

A special meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, April 23, 2019, at 6:00 p.m., at The HUB, 4746 Jasper Street, Denver, CO 80239. The meeting was open to the public.

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**Directors In Attendance Were:**

Robert A. Johnson  
Craig Wagner  
Eric McEachen  
David Brown

Following discussion, upon motion duly made by Director Wagner, seconded by Director Johnson and, upon vote, unanimously carried, the absence of Director McGovern was excused.

**Also In Attendance Were:**

Lisa A. Johnson and Peggy Ripko; Special District Management Services, Inc. ("SDMS")

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

Jason Carroll; CliftonLarsonAllen LLP

Elesha Carbaugh-Gonzalez; Independent District Engineering Services, LLC ("IDES")

Lisa Loprino; William Lyon Homes

John Field, Robyn Norton, and Jessica Walker; MSI, LLC

(See Sign In Sheet for other attendees)

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## RECORD OF PROCEEDINGS

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### **DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST**

The Board noted a quorum was present and 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.

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### **ADMINISTRATIVE MATTERS**

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

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

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Wagner, seconded by Director Johnson 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 taxing electors within its boundaries.

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### **PUBLIC COMMENTS**

Eva Cowles, 4778 N Kittredge Street, addressed the Board regarding when the dog park is scheduled to open and whether speed bumps could be installed on Kittredge. The Board responded that the dog park as well as other smaller parks and open space areas are a work in progress and will continue into the summer. The streets are owned and maintained by the City and County of Denver and she would need to contact them regarding the speed bump request.

Carmen Davis, 16022 E. Warner Place, addressed the Board regarding whether AirBNB's are allowed in the community. Attorney Cortese responded that staff would notify the District's Covenant Enforcement attorney of the question. Ms. Davis will provide Ms. Ripko the address in question.

## RECORD OF PROCEEDINGS

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Jeff Hall, 15737 E. Elk Place, addressed the Board regarding the plans for construction of the City Park and requested a general construction update. The Board provided an update on construction of District improvements.

William Pineda, 15504 E. 47<sup>th</sup>, addressed the Board regarding commercial vehicles parked on the streets. This is a City and County of Denver issue as they own and maintain the streets in the community.

Zena and Earl Jackson, 4796 N. Kalispell Street, addressed the Board regarding when the parks will be completed and covenants related to pet waste pick-up on residential yards. Ms. Ripko provided her opinion on the pet waste issue and the District will continue to remind residents to pick up after their pets in ongoing newsletters.

Rachelle Weigold, 15893 E. Warner Drive, addressed the Board regarding commercial vehicle on the streets, front and back yard landscaping requirements, and general covenant control concerns. Ms. Ripko will follow-up with Ms. Weigold on all of her concerns.

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### **CONSENT AGENDA**

The Board considered the following actions:

- Review and approve Minutes of the April 1, 2019 special meeting.
- Ratify approval of Task Order No. 2 to a Master Service Agreement with ETG Systems, Inc., for Additional Security Guard Services for The HUB.
- Ratify approval of a Change Order No. 1 to the Service Agreement with Pet Scoop, Inc., to increase frequency of service.
- Ratify approval of the purchase of Tenant Users Liability Insurance Protection Policy.
- Consider adoption of Resolution No. 2019-04-01; Changing Regular Meeting Location and Time (enclosure).
- Ratify engagement of Altitude Community Law for Legal Services related to covenant enforcement services and collection.
- Ratify approval of YMCA Management Agreement.
- Ratify approval of Change Order No. 5 to BrightView Landscape Development, Inc. Contract to extend sleeving/ Pollinator Park in the amount of \$3,159 (Verified that NuStyle will be backcharged).

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

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## RECORD OF PROCEEDINGS

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### **FINANCIAL MATTERS**

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

Fund	Period Ending Apr. 17, 2019
General	\$ 25,299.25
Debt	\$ -0-
Capital	\$ 100,851.47
<b>Total</b>	<b>\$ 126,150.72</b>

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

**Financial Statements and Schedule of Cash Position:** Mr. Carroll presented to the Board the unaudited financial statements dated March 31, 2019 and schedule of cash position statement ending March 31, 2019, updated as of April 23, 2019.

Following review, upon motion duly made by Director Wagner, seconded by Director Johnson and, upon vote, unanimously carried, the Board accepted the unaudited financial statements dated March 31, 2019 and schedule of cash position statement ending March 31, 2019, updated as of April 23, 2019.

**Public Hearing for Second Amendment to 2018 Budget:** The President opened the public hearing to consider Resolution No. 2019-04-02; Second Amendment to Amend the 2018 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of Resolution No. 2019-04-02; Second Amendment to Amend the 2018 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following review and discussion, Director Wagner moved to adopt the Resolution No. 2019-04-02 to further Amend the 2018 Budget, Director Johnson seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-04-02; Second Amendment to Amend the 2018 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2019 Budget Amendment Hearing:** The President opened the public hearing to consider the Resolution to Amend the 2019 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution No. 2019-04-03 to Amend the 2019 Budget and the date, time and



## RECORD OF PROCEEDINGS

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place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following review and discussion, Director Wagner moved to adopt Resolution No. 2019-04-03; to Amend 2019 Budget, Director Johnson seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-04-03; to Amend the 2019 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

### **LEGAL MATTERS**

**Intergovernmental Agreement ("IGA") between the District and the City and County of Denver regarding Gateway Public Improvements:** Attorney Cortese presented to the Board an update on the IGA between the District and the City and County of Denver regarding Gateway Public Improvements. She noted that all terms in the IGA have been agreed to. The only remaining question is related to timing of payment from the City to the District.

### **COVENANT ENFORCEMENT/ DESIGN REVIEW**

**Community Manager's Report:** The Board of Directors reviewed the Community Manager's Report. No action was taken.

**Resolution No. 2019-04-04; Amended and Restated Design Review Guidelines:** Ms. Ripko presented the suggested revisions to the Design Review Guidelines. The Board reviewed and provided comments. Staff will incorporate comments and bring the resolution to the Board at the May meeting for approval.

**Memo Regarding Covenants, Conditions, and Restrictions Related to Dogs Off-Leash:** Attorney Cortese presented to the Board a memo regarding Covenant Restrictions concerning dog off-leash and other matters.

Following discussion, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board authorized Legal Counsel to draft Rules and Regulations regarding District owned property.

**Amended and Restated Rules and Regulations incorporating Rules Regarding Tenant User Liability Insurance Policy ("TULIP") and Pool/Spa Rules:** Ms. Johnson presented to the Board the Amended and Restated Rules and Regulations incorporating rules regarding Tenant User Liability Insurance Policy ("TULIP") and Pool/Spa Rules.

The Board discussed the TULIP option which offers insurance coverage to members of the HUB for private reservations of the facility.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved the purchase of the TULIP policy for 2019 and directed staff to require it when members of the HUB who reserve the facility for an event where alcohol will be served and the member is unable to obtain a host liquor endorsement from their homeowner's insurance policy.

After further discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved Amended and Restated Rules and Regulations incorporating the TULIP policy for 2019.

**Design Review and Social Committees:** Ms. Johnson informed the Board that she has received correspondence from 11 residents interested in serving on the Design Review Committee and 9 residents interested in serving on the Social Committee. The Board determined to cap the number of Design Review Committee members to five. Of the five, one member will be a representative from William Lyon Homes and the four others will be residents. The committee will meet once per month at the HUB to review and discuss design review submittals.

The Board directed staff to contact the interested residents and ask them to submit additional information on their qualifications and desire to serve on the committee as well as to indicate which type of home they own (front load, rear load or townhome).

The Board will review this information at the next regular meeting and appoint the committee.

The Board then discussed the Social Committee and determined to allow all nine interested residents to participate. The Board directed staff to notify the interested residents of this determination and invite them to a meeting with the YMCA, Ms. Lopprino and staff.

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### **CONSTRUCTION MATTERS**

**Engineer's Report:** Ms. Carbaugh-Gonzalez reviewed with the Board the Engineer's Project Status Report dated April 23, 2019. A copy of the report is attached and incorporated herein by this reference.

**HUB Facility:** Ms. Carbaugh-Gonzalez presented to the Board an update on the HUB.

**Task Order No. 2 to Master Services Agreement ("MSA") with Godden Sudik for Additional Services:** The Board deferred discussion.

## RECORD OF PROCEEDINGS

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Change Order No. 23 to the Construction Contract with MW Golden for Omerta Bill: The Board discussed Change Order No. 23 to the Construction Contract with MW Golden for Omerta Bill in the amount of \$<637.74>.

Following discussion, upon motion duly made by Director McEachen, seconded by Director Johnson and, upon vote unanimously carried, the Board approved Change Order No. 23 to the Construction Contract with MW Golden for Omerta Bill in the amount of \$<637.74>.

Change Order No. 24 to the Construction Contract MW Golden for Metal Planter Change: The Board discussed Change Order No. 24 to the Construction Contract with MW Golden for Metal Planter Change in the amount of \$2,489.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved Change Order No. 24 to the Construction Contract with MW Golden for Metal Planter Change in the amount of \$2,489.

Change Order No. 25 to the Construction Contract with MW Golden for Infill under Fence: The Board discussed Change Order No. 25 to the Construction Contract with MW Golden for infill under fence in the amount of \$1,587.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved Change Order No. 25 to the Construction Contract with MW Golden for infill under fence in the amount of \$1,587.

Change Order No. 26 to the Construction Contract with MW Golden for Upgrade Gate Hardware: The Board discussed Change Order No. 26 to the Construction Contract with MW Golden for upgrade gate hardware in the amount of \$9,225.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved Change Order No. 26 to the Construction Contract with MW Golden for upgrade gate hardware in the amount of \$9,225.

MSA and Task Order No. 1 with Split Rail Fence Company for Fence Repairs: The Board reviewed the MSA and Task Order No. 1 with Split Rail Fence Company for fence repairs in the amount of \$15,067.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved Task Order No. 1 to the MSA with Spilt Rail Fence Company for fence repairs in the amount of \$15,067.

MSA and Task Order No. 1 with All American Electrostatic Painting: The Board reviewed the MSA and Task Order No. 1 with All American Electrostatic Painting in the amount of \$1,589.60.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board approved the MSA and Task Order No. 1 with All American Electrostatic Painting in the amount of \$1,589.60.

Cost Certification Report No. 15: Ms. Carbaugh-Gonzalez presented to the Board Cost Certification Report No. 15.

Following discussion and review, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon vote unanimously carried, the Board accepted Cost Certification Report No. 15 in the amount of \$280,855.18.

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### OTHER BUSINESS

There were no other business matters for discussion at this time.

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### ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Johnson seconded by Director Wagner 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 APRIL 23, 2019  
SPECIAL MEETING 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 METROPOLITAN DISTRICT

APRIL 23, 2019 BOARD MEETING

Please **print** your name, address and phone number, and the issue(s) you are interested in addressing at this meeting.

NAME	ADDRESS (Postal and Email)	TELEPHONE	ISSUES TO BE ADDRESSED
Eva Cowles	4778 N. Kittredge St	301 821 6217	dog park opening? speed bumps on Kittredge
Carmen Davis	16022 E. Warner Place	786-200- 7569	Ave Air BnB's allowed?
Jeff Hall	15737 E 61st Pl	303-842-9775	City park plans, general construction update
William Pineda	15501 E 47th	720-615-4682	Commercial vehicles parked on street
Zena & Earl Jackson	4769 N. Kalispell St	720-308-3597	When park & Botanical Garden will open
ERIC McACIEN			N/A
Bob Marc Robson	4764 Kalispell St	303/882-0880	None
Rachelle Wengold	15843 E. Warner Dr.	3/548 7224	commercial vehicles, (private) front/back lawn maintenance
Joseph C-Cohen	16256 E. Warner Dr. 23VRCEPROTONMAIL.COM	303-775- 6264	

**RESOLUTION NO. 2019-04-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
DENVER CONNECTION WEST METROPOLITAN DISTRICT  
CHANGING REGULAR MEETING LOCATION AND TIME**

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

WHEREAS, the Board of Directors of the District (the "Board") is required to designate a time and place for regular meetings pursuant to § 32-1-903, C.R.S., and the Board has designated a time and place for regular meetings in Resolution No. 2018-11-01, adopted by the Board on November 27, 2018 (the "Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72 Hour and 24 Hour Notices"); and

WHEREAS, the Board desires hereby to designate a new location and time for its regular meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Denver Connection West Metropolitan District of the City and County of Denver, Colorado:

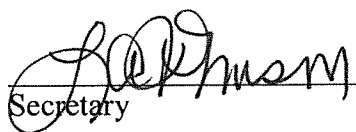
1. The Board determines to hold regular meetings on the fourth Tuesday of May, July, September and November, at 1:30 P.M. at the Offices of William Lyon Homes, 400 Inverness Parkway, Suite 350, Englewood Colorado 80112, and
2. The Board determines to hold regular meetings on the fourth Tuesday of June, August, October and December, at 6:00 P.M. at The HUB, 4746 Jasper Street, Denver, CO 80239.
3. Resolution No. 2018-11-01 shall only be amended as specifically provided herein, and no provision other than the location and time of the regular meetings shall be affected by this Resolution.

RESOLUTION APPROVED AND ADOPTED on April 23, 2019.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

By:   
President

Attest:

  
Secretary

SECOND AMENDMENT TO 2018 BUDGET RESOLUTION  
DENVER CONNECTION WEST METROPOLITAN DISTRICT

WHEREAS, the Board of Directors of the Denver Connection West Metropolitan District adopted and amended a budget and appropriated funds for the fiscal year 2018 as follows:

General Fund	\$	100,000
Debt Service Fund:	\$	530,000
Capital Projects Fund:	\$	8,000,000

WHEREAS, the necessity has arisen for additional expenditures in the Debt Service Fund and Capital Projects Fund requiring the unanticipated expenditure of funds in excess of those appropriated for the fiscal year 2018; and

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures in the Debt Service Fund from System Development Fees; and

WHEREAS, funds are available for such expenditures in the Capital Projects Fund from Developer Advance.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Denver Connection West Metropolitan District shall and hereby does amend the Budget for the fiscal year 2018 and adopts a supplemental budget and appropriation for the Debt Service Fund and Capital Projects Fund for the fiscal year 2018, as follows:

Debt Service Fund	\$	680,000
Capital Projects Fund	\$	19,820,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the proper funds for the purposes stated.

DATED this 23rd day of April, 2019.

DENVER CONNECTION WEST METROPOLITAN  
DISTRICT

By:

  
Secretary



DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2018 AMENDED BUDGET  
DEBT SERVICE FUND

	ADOPTED 2018	ACTUAL 12/31/2018	1ST AMENDED	2ND AMENDED
BEGINNING FUND BALANCES	\$ 1,570,297	\$ 1,570,297	\$ 1,570,297	\$ 1,570,297
REVENUES				
Property taxes	126,332	126,332	126,332	126,332
Specific ownership taxes	10,110	7,540	7,540	7,540
System development fees	864,000	981,000	981,000	981,000
Net investment income	1,500	38,635	38,635	38,635
Total revenues	1,001,942	1,153,507	1,153,507	1,153,507
TRANSFERS IN				
CAPITAL PROJECTS FUND	-	2,548	2,548	2,548
Total transfers in	-	2,548	2,548	2,548
Total funds available	2,572,239	2,726,352	2,726,352	2,726,352
EXPENDITURES				
Debt service				
County Treasurer's fee	-	1,316	1,316	1,316
Paying agent fees	-	5,500	5,500	5,500
Bond interest Series 2017A Bond Interest	520,838	520,838	520,838	520,838
Bond interest Series 2017B Bond Interest	5,813	150,000	-	150,000
Contingency	-	-	2,346	2,346
Total expenditures	526,651	677,654	530,000	680,000
Total expenditures and transfers out requiring appropriation	526,651	677,654	530,000	680,000

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
2018 BUDGET AMENDED**

	ADOPTED 2018	ACTUAL 12/31/2018	1ST AMENDED	2ND AMENDED
BEGINNING FUND BALANCES	\$ -	\$ (196,543)	\$ (196,543)	\$ (196,543)
REVENUES				
Developer advance	1,531,317	18,827,683	18,827,683	18,827,683
Net investment income	1,000	11	11	11
Total revenues	1,532,317	18,827,694	18,827,694	18,827,694
Total funds available	1,532,317	18,631,151	18,631,151	18,631,151
EXPENDITURES				
General and administration				
Accounting	5,000	24,461	24,461	24,461
Contingency	1,000	-	-	7,543
District management	5,000	32,609	32,609	32,609
Legal	5,000	31,769	31,769	31,769
Capital projects				
Architecture	25,000	27,931	27,931	27,931
Capital Outlay	1,466,317	-	7,736,832	-
Capital Outlay - HUB	-	6,726,944	-	6,726,944
Capital Outlay - infrastructure	-	12,341,817	-	12,341,817
Engineering	25,000	143,850	143,850	143,850
Landscaping	-	480,528	-	480,528
Total expenditures	1,532,317	19,809,909	7,997,452	19,817,452
TRANSFERS OUT				
DEBT SERVICE FUND	-	2,548	2,548	2,548
Total transfers out	-	2,548	2,548	2,548
Total expenditures and transfers out requiring appropriation	1,532,317	19,812,457	8,000,000	19,820,000

RESOLUTION TO AMEND 2019 BUDGET  
DENVER CONNECTION WEST METROPOLITAN DISTRICT

WHEREAS, the Board of Directors of the Denver Connection West Metropolitan District adopted a budget and appropriated funds for the fiscal year 2019 as follows:

General Fund	\$	470,000
Debt Service Fund:	\$	902,544
Capital Projects Fund:	\$	3,585,000

WHEREAS, the necessity has arisen to establish a Special Revenue Fund requiring the unanticipated expenditure of funds for the fiscal year 2019; and

WHEREAS, the necessity has arisen for additional expenditures in the Special Revenue Fund and Capital Projects Fund requiring the unanticipated expenditure of funds in excess of those appropriated for the fiscal year 2019; and

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures in the Special Revenue Fund from Administrative Fees and Operations and Maintenance Fees; and

WHEREAS, funds are available for such expenditures in the Capital Projects Fund from Developer Advances.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Denver Connection West Metropolitan District shall and hereby does amend the Budget for the fiscal year 2019 and adopts a supplemental budget and appropriation for the Special Revenue Fund and Capital Projects Fund for the fiscal year 2019, as follows:

Special Revenue Fund	\$	300,000
Capital Projects Fund	\$	6,645,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the proper funds for the purposes stated.

DATED this 23rd day of April, 2019.

DENVER CONNECTION WEST METROPOLITAN  
DISTRICT

By:

  
Secretary

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
GENERAL FUND  
AMENDED 2019 BUDGET**

4/12/19

	BUDGET 2019	ACTUAL 3/31/2019	AMENDED BUDGET 2019
BEGINNING FUND BALANCE	\$ 23,891	\$ 104,252	\$ 104,252
REVENUE			
Property taxes	46,764	14,466	46,764
Specific ownership tax	2,806	973	2,806
Interest income	500	2	40
Admin fees	20,000	-	-
Operations and Maintenance Fees	512,628	-	-
Total revenue	582,698	15,441	49,610
TRANSFERS IN			
Transfers from other funds	-	-	-
Total funds available	606,589	119,693	153,862
EXPENDITURES			
General and administrative			
Accounting	20,000	5,130	25,000
Auditing	5,000	-	5,000
County Treasurer's fee	468	145	468
Dues and licenses	350	-	-
Insurance	15,835	-	-
District management	20,000	12,032	45,000
Legal services	38,600	3,250	25,000
Miscellaneous	4,500	661	1,000
Administrative management	27,850	-	-
Contingency	5,455	-	3,532
Operations and maintenance			
Clubhouse operations/supplies	20,700	-	-
Management	27,882	-	-
Utility - sewer	2,400	-	-
Utility - water	31,723	-	-
Utility - electricity	16,000	-	-
Snow Removal	8,390	-	-
Covenant control	1,000	-	-
Maintenance/repairs			
Dog park maintenance	2,000	-	-
Pool maintenance	60,150	-	-
Repairs and maintenance	33,417	-	-
Landscape maintenance	65,668	-	-
Landscape improvements	10,640	-	-
Capital			
Reserve for Capital improvements	51,972	-	-
Total expenditures	470,000	21,218	105,000
Total expenditures and transfers out requiring appropriation	470,000	21,218	105,000
ENDING FUND BALANCE	\$ 136,589	\$ 98,475	\$ 48,862
EMERGENCY RESERVE	\$ 17,500	\$ 463	\$ 1,488
TOTAL RESERVE	\$ 17,500	\$ 463	\$ 1,488

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND  
AMENDED 2019 BUDGET

4/12/19

	BUDGET 2019	ACTUAL 3/31/2019	AMENDED BUDGET 2019
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUE			
Admin fees	-	4,700	20,000
Operations and Maintenance Fees	-	54,618	345,780
Total revenue	-	59,318	365,780
TRANSFERS IN			
Transfers from other funds	-	-	-
Total funds available	-	59,318	365,780
EXPENDITURES			
Administrative			
Dues and licenses	-	630	630
Insurance	-	4,796	4,796
Miscellaneous	-	-	1,000
Contingency	-	-	6,664
Operations and maintenance			
Administrative management	-	3,433	27,850
Clubhouse operations/supplies	-	1,570	20,700
Utility - sewer	-	-	2,400
Utility - water	-	-	31,723
Utility - electricity	-	-	16,000
Snow Removal	-	3,513	8,390
Covenant control	-	1,568	1,000
Maintenance/repairs			
Dog park maintenance	-	806	2,000
Pool maintenance	-	-	15,150
Repairs and maintenance	-	-	33,417
Landscape maintenance	-	-	65,668
Landscape improvements	-	-	10,640
Capital			
Reserve for Capital improvements	-	-	51,972
Total expenditures	-	16,316	300,000
Total expenditures and transfers out requiring appropriation	-	16,316	300,000
ENDING FUND BALANCE	\$ -	\$ 43,002	\$ 65,780

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
AMENDED 2019 BUDGET

4/12/19

	BUDGET 2019	ACTUAL 3/31/2019	AMENDED BUDGET 2019
BEGINNING FUND BALANCE	\$ -	\$ (977,761)	\$ (977,761)
REVENUE			
Developer advance	3,585,000	3,665,053	7,622,761
Total revenue	3,585,000	3,665,053	7,622,761
TRANSFERS IN			
Transfers from other funds	-	-	-
Total funds available	3,585,000	2,687,292	6,645,000
EXPENDITURES			
General and Administrative			
Accounting	15,000	7,785	31,500
District management	15,000	14,327	57,000
Legal services	15,000	8,109	33,000
Capital Projects			
Architecture	25,000	965	25,000
Repay developer advance	-	-	-
Engineering	15,000	-	30,000
Capital outlay	3,500,000	3,303,257	6,468,500
Total expenditures	3,585,000	3,334,443	6,645,000
TRANSFERS OUT			
Transfers to other fund	-	-	-
Total expenditures and transfers out requiring appropriation	3,585,000	3,334,443	6,645,000
ENDING FUND BALANCE	\$ -	\$ (647,151)	\$ -

This financial information should be read only in connection with the accompanying accountant's  
compilation report and summary of significant assumptions.

# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

April 23, 2019



### **Project Work**

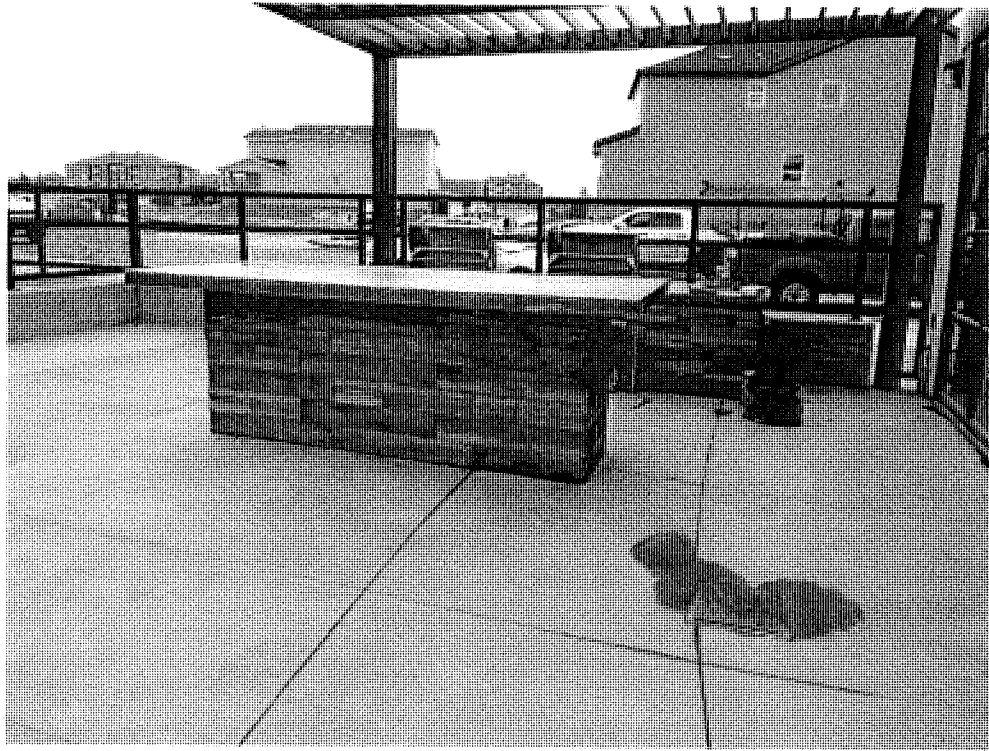
#### **Site Visits**

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

- Earthwork import to the park is on-going.
- Construction on the Hub is on-going.
- The outdoor furniture will be delivered in the spring.
- Final punchlist items are being addressed for the Hub interior.
- Hub fencing is on-going. Additional fence requested by City is still to be provided.
- Pools and plantings will be done in spring.
- Construction of the open space flat concrete is ongoing as weather permits.
- Seat walls, planter walls and other park amenities are on-going.

#### **Cost Certification**

- Cost Certification #15



## **Construction Contract Documents**

### **Contractor Contracts**

- Split Rail Fence – Raise Fence - \$15,067.00 – Contract through District or William Lyon Homes?
- All American Electrostatic – Paint raised fence - \$1,589.60 – Contract through District or William Lyon Homes?

### **District Contract Change Orders**

- Brightview
  - Change Order 5 – Extend Sleeving Pollinator Park - \$3,159.00 – Verified that NuStyle will be backcharged - Recommend Ratification

- MW Golden

Due to the timing of when this report needs to be submitted, these change order requests may or may not be ready to discuss at the Board Meeting.

- Change Order Request – Gate Hardware - \$9,225.00 – Waiting on resubmittal
- Change Order Request – Extended General Conditions – \$135,157.00 – Meeting 4/19/19 to discuss
- Change Order Request – Electric Consumption Costs – \$30,149.00 – Meeting 4/19/19 to discuss
- Change Order Request – Raise Fences due to City changing the requirements – \$33,735.00 – To be replaced with Split Rail Fence and All American Electrostatic Contracts.
- Change Order Request – Infill under fence – \$1,587.00 – In Review
- Change Order Request – Picture frame fence mesh – \$24,985.00 – Work done without District approval – directed by designers
- Change Order 23 - Omerta Bill – \$-637.74 - Waiting on MW Golden signature



## **Consultant/Vendor Agreements**

### **Consultant/Vendor Agreements**

- None

### **Consultant/Vendor Task Orders**

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

## **Other Matters**

None

Denver Connection West Metropolitan District  
May-19

	General	Debt	Capital	Totals
Disbursements	\$ 41,123.16	\$ -	\$ 177,102.39	\$ 218,225.55
Xpress Bill Pay	\$ 161.97	\$ -		\$ 161.97
Total Disbursements from Checking Acct	\$ 41,285.13	\$ -	\$ 177,102.39	\$ 218,387.52

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1248						
05/28/2019	Absolute Pool Management, LLC	10575	Pool Maintenance	1-698	1,365.00	1,365.00
05/28/2019	Absolute Pool Management, LLC	10581	Pool Maintenance	1-698	4,333.33	4,333.33
Total 1248:						5,698.33
1249						
05/28/2019	All American Electrostatic Painti	817	Capital Outlay	3-762	635.84	635.84
Total 1249:						635.84
1250						
05/28/2019	Altitude Community Law P.C.	1371 4/2019	Legal	1-675	205.00	205.00
Total 1250:						205.00
1251						
05/28/2019	BrightView Landscape Services,	PAY APP 8	Capital Outlay	3-762	31,311.00	31,311.00
05/28/2019	BrightView Landscape Services,	PAY APP 8	Retainage Payable	3-318	1,565.55-	1,565.55-
Total 1251:						29,745.45
1252						
05/28/2019	Comcast	5/2019	Clubhouse Operations/ S	1-690	257.93	257.93
Total 1252:						257.93
1253						
05/28/2019	Denver Water	4746 4/2019	Miscellaneous	1-685	162.54	162.54
Total 1253:						162.54
1254						
05/28/2019	Godden Sudik Architects	19-217	Architecture	3-761	685.80	685.80
Total 1254:						685.80
1255						
05/28/2019	IDES LLC	DEN087.26	Capital Outlay	3-762	12,492.52	12,492.52
Total 1255:						12,492.52
1256						
05/28/2019	McGeady Becher P.C.	1324C MAR 19	Legal	1-675	1,524.64	1,524.64
05/28/2019	McGeady Becher P.C.	1324C MAR 19	Legal	3-675	2,286.96	2,286.96
05/28/2019	McGeady Becher P.C.	1324C MAR 19	Legal	3-675	1,100.00	1,100.00
Total 1256:						4,911.60
1257						
05/28/2019	MSI, LLC	85076	District Management	1-680	1,340.39	1,340.39
Total 1257:						1,340.39
1258						
05/28/2019	MW Golden Constructors	PAY APP 18	Capital Outlay	3-762	125,269.89	125,269.89
05/28/2019	MW Golden Constructors	PAY APP 18	Retainage Payable	3-318	6,263.49-	6,263.49-

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1258:						119,006.40
1259						
05/28/2019	Norris Design, Inc.	01262286	Capital Outlay	3-762	3,063.19	3,063.19
05/28/2019	Norris Design, Inc.	01-50376	Capital Outlay	3-762	2,444.13	2,444.13
Total 1259:						5,507.32
1260						
05/28/2019	Nu Style Landscape & Design, In	13064	Snow Removal	1-696	495.00	495.00
05/28/2019	Nu Style Landscape & Design, In	13065	Snow Removal	1-696	925.00	925.00
Total 1260:						1,420.00
1261						
05/28/2019	Pet Scoop	228822	Dog Park / Maintenance	1-697	558.00	558.00
Total 1261:						558.00
1262						
05/28/2019	Special Dist Management Srvs	APRIL 2019	District Management - CP	3-680	5,642.10	5,642.10
05/28/2019	Special Dist Management Srvs	APRIL 2019	District Management	1-680	3,761.40	3,761.40
05/28/2019	Special Dist Management Srvs	APRIL 2019	Covenant Control	1-625	3,125.50	3,125.50
05/28/2019	Special Dist Management Srvs	APRIL 2019	Miscellaneous	1-685	1,705.44	1,705.44
Total 1262:						14,234.44
1263						
05/28/2019	Xcel Energy	636557403	Utility - Electricity	1-695	599.86	599.86
Total 1263:						599.86
1264						
05/28/2019	YMCA of Metropolitan Denver	05101953	Management	1-691	4,390.00	4,390.00
Total 1264:						4,390.00
1265						
05/28/2019	Colorado Special Districts Pro	32C61552-1813B	Insurance/Dues/Members	1-670	16,374.13	16,374.13
Total 1265:						16,374.13
Grand Totals:						218,225.55

DENVER CONNECTION WEST METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

APRIL 30, 2019

DRAFT



## Accountant's Compilation Report

Board of Directors  
Denver Connection West Metropolitan District  
City and County of Denver, Colorado

Management is responsible for the accompanying financial statements of Denver Connection West Metropolitan District, which comprise the balance sheet - governmental funds as of April 30, 2019, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2019 through April 30, 2019, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecasted budget, which comprises the statement of revenues, expenditures, and changes in fund balance - budget, for the year then ending, for the General Fund, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements or the financial forecasted budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements and this financial forecasted budget.

The forecasted budget results may not be achieved as there will usually be differences between the forecasted budget and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit the management's discussion and analysis, the government-wide financial statements, the statement of revenues, expenditures and changes in fund balance - governmental funds, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the historical financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the historical financial statements are not designed for those who are not informed about such matters.

The supplementary information and the supplementary financial forecasted budget information are presented for additional analysis and are not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however we have not audited, examined, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the supplementary historical information and the supplementary budget information.

We are not independent with respect to Denver Connection West Metropolitan District.

Greenwood Village, Colorado  
May 16, 2019

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
APRIL 30, 2019

	General	Special Revenue	Debt Service	Capital Projects	Total
<b>ASSETS</b>					
Cash - Checking	\$ 106,123	\$ 96,118	\$ 41	\$ 31,220	\$ 233,502
Colotrust	-	-	462	-	462
UMB - Surplus Fund 2017A	-	-	986,545	-	986,545
UMB - Bond Fund Series 2017A	-	-	787,658	-	787,658
UMB - Reserve Fund Series 2017A	-	-	796,586	-	796,586
Receivable from County Treasurer	7,793	-	31,175	-	38,968
<b>TOTAL ASSETS</b>	<u>\$ 113,916</u>	<u>\$ 96,118</u>	<u>\$ 2,602,467</u>	<u>\$ 31,220</u>	<u>\$ 2,843,721</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 20,726	\$ 22,723	\$ -	\$ 293,552	\$ 337,001
<b>Total Liabilities</b>	<u>20,726</u>	<u>22,723</u>	<u>-</u>	<u>293,552</u>	<u>337,001</u>
<b>FUND BALANCES</b>					
Total Fund Balances	<u>93,190</u>	<u>73,395</u>	<u>2,602,467</u>	<u>(262,332)</u>	<u>2,506,720</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 113,916</u>	<u>\$ 96,118</u>	<u>\$ 2,602,467</u>	<u>\$ 31,220</u>	<u>\$ 2,843,721</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2019

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 40	\$ -	\$ (40)
Property taxes	46,764	22,921	(23,843)
Specific ownership tax	2,806	1,233	(1,573)
TOTAL REVENUES	<u>49,610</u>	<u>24,154</u>	<u>(25,456)</u>
EXPENDITURES			
Accounting	25,000	7,882	17,118
Auditing	5,000	-	5,000
Contingency	3,532	-	3,532
County Treasurer's fee	468	221	247
District management	45,000	17,499	27,501
Legal services	25,000	8,022	16,978
Miscellaneous	1,000	1,592	(592)
TOTAL EXPENDITURES	<u>105,000</u>	<u>35,216</u>	<u>69,784</u>
NET CHANGE IN FUND BALANCES	(55,390)	(11,062)	44,328
FUND BALANCES - BEGINNING	<u>104,252</u>	<u>104,252</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 48,862</u>	<u>\$ 93,190</u>	<u>\$ 44,328</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.



DENVER CONNECTION WEST METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2019

SPECIAL REVENUE FUND

	Current Month	Year to Date Actual	Annual Budget	Variance
REVENUES				
Admin fees	\$ -	\$ 4,700	\$ 20,000	(15,300)
Operations and Maintenance Fee	50,482	105,099	345,780	(240,681)
TOTAL REVENUES	<u>50,482</u>	<u>109,799</u>	<u>365,780</u>	<u>(255,981)</u>
EXPENDITURES				
Administrative management	1,340	4,773	27,850	23,077
Clubhouse operations/supplies	258	1,828	20,700	18,872
Contingency	-	-	6,664	6,664
Covenant control	3,331	4,898	1,000	(3,898)
Dog Park Maintenance	558	1,364	2,000	636
Dues and licenses	-	630	630	-
Insurance and bonds	2,000	6,796	4,796	(2,000)
Landscape improvements	-	-	10,640	10,640
Landscape Maintenance	-	-	65,668	65,668
Miscellaneous	-	-	1,000	1,000
Pool Maintenance	-	-	15,150	15,150
Repairs and maintenance	-	-	33,417	33,417
Reserve for Capital improvements	-	-	51,972	51,972
Snow Removal	1,420	14,975	8,390	(6,585)
Utility - electricity	600	978	16,000	15,022
Utility - sewer	-	-	2,400	2,400
Utility - water	163	163	31,723	31,560
TOTAL EXPENDITURES	<u>9,670</u>	<u>36,405</u>	<u>300,000</u>	<u>263,595</u>
NET CHANGE IN FUND BALANCES	40,812	73,394	65,780	7,614
FUND BALANCES - BEGINNING	<u>32,583</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 73,395</u>	<u>\$ 73,394</u>	<u>\$ 65,780</u>	<u>\$ 7,614</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

SUPPLEMENTARY INFORMATION

DRAFT

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2019

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 187,066	\$ 91,687	\$ (95,379)
Specific ownership tax	11,224	4,932	(6,292)
Interest income	35,000	14,555	(20,445)
Facilities fees	627,000	105,000	(522,000)
TOTAL REVENUES	<u>860,290</u>	<u>216,174</u>	<u>(644,116)</u>
EXPENDITURES			
County Treasurer's fee	1,871	883	988
Bond interest - Series 2017A	520,838	-	520,838
Bond interest - Series 2017B	379,835	-	379,835
TOTAL EXPENDITURES	<u>902,544</u>	<u>883</u>	<u>901,661</u>
NET CHANGE IN FUND BALANCES	(42,254)	215,291	257,545
FUND BALANCES - BEGINNING	<u>2,264,642</u>	<u>2,387,176</u>	<u>122,534</u>
FUND BALANCES - ENDING	<u>\$ 2,222,388</u>	<u>\$ 2,602,467</u>	<u>\$ 380,079</u>

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2019

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Engineering	30,000	-	30,000
Architecture	25,000	1,651	23,349
Landscaping	-	430,343	(430,343)
Capital outlay - HUB	-	333,191	(333,191)
Capital outlay - infrastructure	7,000,000	2,030,827	4,969,173
Accounting	31,500	11,823	19,677
District management	57,000	19,971	37,029
Legal services	33,000	19,479	13,521
TOTAL EXPENDITURES	7,176,500	2,847,285	4,329,215
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(7,176,500)	(2,847,285)	4,329,215
OTHER FINANCING SOURCES (USES)			
Developer advance	7,176,500	3,562,713	(3,613,787)
TOTAL OTHER FINANCING SOURCES (USES)	7,176,500	3,562,713	(3,613,787)
NET CHANGE IN FUND BALANCES	-	715,428	715,428
FUND BALANCES - BEGINNING	-	(977,761)	(977,761)
FUND BALANCES - ENDING	\$ -	\$ (262,333)	\$ (262,333)

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2019 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District is a quasi-municipal corporation and political subdivision of the State of Colorado under Title 32, Article 1 of the Colorado Revised Statutes, and was organized by order of the District Court in 2016. The formation of the District was approved by the City and County of Denver, Colorado. The District was organized to provide the public improvements and the operation and maintenance of the District. The District's service area includes 115.66 acres generally to the southeast corner of Green Valley Ranch Blvd and Chambers Road.

On November 8, 2016, the District's electors authorized debt in the amount of \$200,000,000 for public improvements including street improvements, park and recreation, water, sanitation, public transportation, mosquito control, and traffic and safety control. \$60,000,000 of debt was also authorized for the purpose of refunding debt, operations and maintenance, and intergovernmental agreements. The District is authorized to increase taxes \$20,000,000 annually to pay the operations and administrative costs of the District, without limitation.

Additionally, the Service Plan limits (except for a Gallagher adjustment) the District's total mill levy to 50.000 mills.

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

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

**Revenues**

**Property Taxes**

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

The District's maximum Required Mill Levy is 55.277 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable [and to make up any deficiencies in the Reserve Fund]. As of December 31, 2019, the adjusted maximum mill levy for debt service is 44.222 mills and the general fund mill levy increased to 11.055 from 10.000 mills.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2019 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenue - (continued)**

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

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6.00% of the property taxes collected.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.5%.

**Developer Advances**

Developer advances are expected to fund capital project expenditures. Developer advances are to be recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to issue bonds to reimburse the Developer.

**Administrative Fee**

The District imposes Administrative Fee associated with a transfer of ownership of any dwelling unit located within the Property in the amount of \$100 per unit. The fee is due and payable at the time of sale, transfer or re-sale of any unit constructed on a lot which has a certificate of occupancy. It is anticipated that in 2019 the District will have 200 dwelling units.

**Operations and Maintenance Fees**

The District imposes an Operations and Maintenance fee (O&M fee) to offset the operations and maintenance expenditures of the District. In the amount of \$168 per quarter for each residential unit, \$183 per quarter for each rear-loaded residential unit and \$183 per quarter for each townhome unit. The O&M fees will be billed quarterly as determined by the District. The amount charged by the District for Operations and Maintenance Fees is anticipated to be \$590,220. It is anticipated that in 2019 the District will have 350 residential units, 154 rear-loaded residential units, and 331 townhome units.

**System Development Fees**

The District imposes a Facilities Fee at a rate of \$3,000 per dwelling unit, attached or detached, which becomes due and payable on or before the issuance of a building permit for such dwelling unit.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2019 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures**

**General and Administrative Expenditures**

General and administrative expenditures include the estimated cost of services necessary to maintain the District's administrative viability such as legal, accounting, insurance, dues, and other administrative expenditures. Estimated expenditures related to clubhouse maintenance, operations and management are also included in the General Fund budget.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1% of property tax collections.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedule from the Series 2017A Bonds and Series 2017B Bonds (discussed under Debt and Leases).

**Capital Outlay**

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

**Debt and Leases**

**In August 2017, the District issued \$9,690,000 in Series 2017A Limited Tax (convertible to unlimited tax) General Obligation Bonds with interest of 5.375%. The Bonds are subject to redemption prior to maturity at the option of the District and due on August 1, 2047.**

The bonds are secured by and payable from Senior Pledged Revenue consisting of monies derived by the District from the following sources, net of any collection costs: (1) all Senior Property Tax Revenues, (2) all Senior Specific Ownership Tax Revenues, (3) all Capital Fees and any other legally available monies which the District determines to be treated as Pledged Revenue. The Bonds are also secured by amounts held by the Trustee in the Reserve Fund in the amount of \$793,518.76. The Reserve Fund was created for the purpose of paying, if necessary, the principal of, premium, if any, and interest on the Bonds. Required Mill Levy means an ad valorem mill lev imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the bonds as the same become due and payable and to make up deficiencies in the Reserve Fund.

The maximum Required Mill Levy is 40.000 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. As of December 31, 2018, the adjusted maximum mill levy is 44.222.

**DENVER CONNECTION WEST METROPOLITAN DISTRICT  
2019 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**In August 2017, the District issued \$2,539,000 in Series 2017B Subordinate Bonds.** The Bonds are special limited obligations of the District secured by and payable from the Subordinate pledged revenues, subject in all respects to the prior lien in favor of the Senior Bonds. The Series 2017B Subordinate Bonds are term bonds due on August 1, 2047 at an interest rate of 8.00%.

Proceeds of the Bonds were used to finance and reimburse the costs of public improvements necessary for development within the District and with respect to the proceeds of the 2017A Bonds only, fund capitalized interest account on the 2017A Bonds, fund the Senior Reserve Fund and pay the costs of issuing the Bonds.

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish emergency reserve. This reserve must be at least 3% of fiscal year spending. Since all funds received by the District are from Developer advances which pay for all of the District's operations and maintenance costs, an emergency reserve is not reflected in the District's budget.

**Debt Service Reserves**

The District maintains a Debt Service Reserve as required with the issuance of the 2017A Bonds.



**DENVER CONNECTION WEST**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$9,690,000 Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds**  
**Refunding and Improvement Bonds**

Series 2017A

August 23, 2017

Principal due December 1

Interest Rates 5.375% Payable

June 1 and December 1

Year Ended December 31,	Principal	Interest	Total
2019	\$ -	\$ 520,838	\$ 520,838
2020	-	520,838	520,838
2021	-	520,838	520,838
2022	80,000	520,838	600,838
2023	110,000	516,538	626,538
2024	125,000	510,625	635,625
2025	135,000	503,906	638,906
2026	155,000	496,650	651,650
2027	160,000	488,319	648,319
2028	185,000	479,719	664,719
2029	195,000	469,775	664,775
2030	220,000	459,294	679,294
2031	230,000	447,469	677,469
2032	255,000	435,106	690,106
2033	270,000	421,400	691,400
2034	300,000	406,888	706,888
2035	315,000	390,763	705,763
2036	345,000	373,831	718,831
2037	365,000	355,288	720,288
2038	395,000	335,669	730,669
2039	420,000	314,438	734,438
2040	455,000	291,863	746,863
2041	480,000	267,406	747,406
2042	520,000	241,606	761,606
2043	550,000	213,656	763,656
2044	595,000	184,094	779,094
2045	625,000	152,113	777,113
2046	675,000	118,519	793,519
2047	1,530,000	54,825	1,584,825
	<u>\$ 9,690,000</u>	<u>\$ 11,013,105</u>	<u>\$ 20,703,105</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**DENVER CONNECTION WEST**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$2,539,000 Subordinate Limited Tax General Obligation Bonds**  
**Series 2017B**  
**August 23, 2017**  
**Principal due December 15**  
**Interest Rate 8.000% Payable**

<b>Year Ended</b>	<b>December 15</b>		
<b><u>December 31,</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2019	\$ -	\$ 379,835	\$ 379,835
2020	55,000	322,011	377,011
2021	135,000	198,720	333,720
2022	2,000	187,920	189,920
2023	6,000	187,760	193,760
2024	13,000	187,280	200,280
2025	12,000	186,240	198,240
2026	16,000	185,280	201,280
2027	21,000	184,000	205,000
2028	23,000	182,320	205,320
2029	26,000	180,480	206,480
2030	30,000	178,400	208,400
2031	34,000	176,000	210,000
2032	42,000	173,280	215,280
2033	44,000	169,920	213,920
2034	50,000	166,400	216,400
2035	56,000	162,400	218,400
2036	65,000	157,920	222,920
2037	69,000	152,720	221,720
2038	83,000	147,200	230,200
2039	86,000	140,560	226,560
2040	99,000	133,680	232,680
2041	107,000	125,760	232,760
2042	121,000	117,200	238,200
2043	128,000	107,520	235,520
2044	143,000	97,280	240,280
2045	157,000	85,840	242,840
2046	173,000	73,280	246,280
2047	743,000	37,315	780,315
	<u>\$ 2,539,000</u>	<u>\$ 4,784,522</u>	<u>\$ 7,323,522</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**DENVER CONNECTION WEST**  
**Schedule of Developer Advances**  
**Updated as of May 10, 2019**

Summary of Developer Advances		General Fund	Capital Projects Fund	Capital Projects Fund	Total
Description	Date	Operation		Cap. Acquisition	
DEVELOPER ADVANCE	08/10/17	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
DEVELOPER ADVANCE	08/10/17	25,546.49	75,453.51	-	101,000.00
DEVELOPER ADVANCE - CAP REQ NO. 1	08/22/17	-	-	2,238,416.10	2,238,416.10
REPAYMENT OF DEVELOPER ADVANCE	08/24/17	-	-	(2,238,416.10)	(2,238,416.10)
DEVELOPER ADVANCE - CAP REQ NO. 2	09/26/17	-	-	5,135,399.18	5,135,399.18
REPAYMENT OF DEVELOPER ADVANCE	09/29/17	-	-	(5,135,399.18)	(5,135,399.18)
DEVELOPER ADVANCE	10/11/17	7,002.05	48,080.02	-	55,082.07
DEVELOPER ADVANCE - CAP REQ NO. 3	10/17/17	-	-	1,453,582.43	1,453,582.43
REPAYMENT OF DEVELOPER ADVANCE	10/24/17	-	-	(454,189.33)	(454,189.33)
REPAYMENT OF DEVELOPER ADVANCE	10/24/17	-	-	(999,393.10)	(999,393.10)
DEVELOPER ADVANCE	11/17/17	2,771.14	10,399.67	-	13,170.81
DEVELOPER ADVANCE - CAP REQ NO. 4	11/28/17	-	-	1,018,498.02	1,018,498.02
DEVELOPER ADVANCE - CAP REQ NO. 5	11/28/17	-	-	1,529,019.85	1,529,019.85
REPAYMENT OF DEVELOPER ADVANCE	12/01/17	-	-	(1,018,498.02)	(1,018,498.02)
REPAYMENT OF DEVELOPER ADVANCE	12/01/17	-	-	(450,938.68)	(450,938.68)
DEVELOPER ADVANCE	12/20/17	6,135.08	7,541.43	-	13,676.51
DEVELOPER ADVANCE	12/20/17	-	69,184.81	-	69,184.81
INTEREST ON DEVELOPER ADVANCE	12/31/17	1,060.54	3,503.76	8,263.15	12,827.45
DEVELOPER ADVANCE	01/24/18	3,960.77	53,675.51	-	57,636.28
DEVELOPER ADVANCE	02/09/18	4,443.29	34,732.28	-	39,175.57
DEVELOPER ADVANCE	02/23/18	-	29,295.15	-	29,295.15
DEVELOPER ADVANCE - CAP REQ NO. 6	02/27/18	-	-	1,891,252.48	1,891,252.48
DEVELOPER ADVANCE	03/16/18	7,286.26	192,664.71	-	199,950.97
DEVELOPER ADVANCE	04/13/18	8,071.36	246,594.88	-	254,666.24
DEVELOPER ADVANCE - CAP REQ NO. 7	04/27/18	-	-	1,211,450.14	1,211,450.14
DEVELOPER ADVANCE	05/04/18	4,974.95	872,325.84	-	877,300.79
DEVELOPER ADVANCE	06/14/18	783.90	224,216.10	-	225,000.00
DEVELOPER ADVANCE - CAP REQ NO. 8	06/26/18	-	-	1,326,228.46	1,326,228.46
DEVELOPER ADVANCE	07/06/18	-	315,359.75	-	315,359.75
DEVELOPER ADVANCE	08/02/18	5,544.24	591,077.57	-	596,621.81
DEVELOPER ADVANCE - CAP REQ NO. 9	08/26/18	-	-	3,268,484.83	3,268,484.83
DEVELOPER ADVANCE	09/07/18	4,893.40	568,052.01	-	572,945.41
DEVELOPER ADVANCE	10/05/18	6,817.47	334,674.86	-	341,492.33
DEVELOPER ADVANCE - CAP REQ NO. 10	10/23/18	-	-	1,094,514.43	1,094,514.43
DEVELOPER ADVANCE	10/26/18	8,766.61	634,423.41	-	643,190.02
DEVELOPER ADVANCE - CAP REQ NO. 11	11/27/18	-	-	1,081,007.11	1,081,007.11
DEVELOPER ADVANCE	11/30/18	10,578.45	432,358.09	-	442,936.54
DEVELOPER ADVANCE - CAP REQ NO. 12	11/30/18	-	-	2,159,647.12	2,159,647.12
DEVELOPER ADVANCE - CAP REQ NO. 13	12/31/18	-	-	532,519.41	532,519.41
DEVELOPER ADVANCE - CAP REQ NO. 14	12/31/18	-	-	965,864.20	965,864.20
INTEREST ON DEVELOPER ADVANCE	12/31/18	6,028.20	172,329.15	464,449.72	642,807.07
DEVELOPER ADVANCE	01/15/19	-	531,380.96	-	531,380.96
DEVELOPER ADVANCE	02/05/19	-	412,353.99	-	412,353.99
DEVELOPER ADVANCE - CAP REQ NO. 15	03/31/19	-	-	280,855.18	280,855.18
DEVELOPER ADVANCE - CAP REQ NO. 16	03/31/19	-	-	174,615.72	174,615.72
DEVELOPER ADVANCE - CAP REQ NO. 17	03/31/19	-	-	1,589,563.67	1,589,563.67
DEVELOPER ADVANCE	04/01/19	-	341,050.23	-	341,050.23
DEVELOPER ADVANCE	04/01/19	-	232,893.48	-	232,893.48
INTEREST ON DEVELOPER ADVANCE	04/30/19	2,908.29	148,140.32	397,684.82	548,733.43
Total To Date		\$ 120,572.49	\$ 6,581,761.49	\$ 17,524,481.61	\$ 24,226,815.59

DENVER CONNECTION WEST METROPOLITAN DISTRICT  
Schedule of Cash Deposits & Investments  
April 30, 2019  
Updated as of May 15, 2019

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>1st Bank - Checking account</u></b>					
Balance as of 4/30/2019	\$ 106,123.26	\$ 96,119.14	\$ 41.07	\$ 31,220.38	\$ 233,503.85
Subsequent activities:					
05/01/19 Held April Checks	(10,589.60)	(14,682.54)	-	(100,851.47)	(126,123.61)
05/02/19 Developer Advance to cover March check run	-	-	-	100,851.47	100,851.47
05/03/19 Bank Fee	(483.84)	-	-	-	(483.84)
05/05/19 Admin, Operations & Maintenance Fees	2,470.00	-	-	-	2,470.00
05/10/19 Property Tax	7,792.69	31,174.52	-	-	38,967.21
05/11/19 Xpress Bill Pay	(161.97)	-	-	-	(161.97)
05/15/19 Admin, Operations & Maintenance Fees	-	4,096.13	-	-	4,096.13
05/15/19 Admin, Operations & Maintenance Fees	-	4,405.79	-	-	4,405.79
05/15/19 Admin, Operations & Maintenance Fees - Club House Rental	-	50.00	-	-	50.00
05/15/19 Admin, Operations & Maintenance Fees	-	6,291.79	-	-	6,291.79
05/28/19 Checks # 1248-1264	(11,586.48)	(29,536.68)	-	(177,102.39)	(218,225.55)
Anticipated developer advance to cover May check run	-	-	-	177,102.39	177,102.39
Anticipated balances	93,564.06	97,918.15	41.07	31,220.38	222,743.66
<b><u>INVESTMENTS</u></b>					
<b><u>Colotrust Plus</u></b>					
Balance as of 4/30/2019	-	-	461.79	-	461.79
Subsequent activities:					
05/15/19 Deposit - SDF	-	-	36,000.00	-	36,000.00
Anticipated balances	-	-	36,461.79	-	36,461.79
<b><u>UMB - Bond Fund Series 2017A</u></b>					
Balance as of 4/30/2019	-	-	787,658.27	-	787,658.27
Subsequent activities:					
Anticipated Debt Service payment 06/01	-	-	(260,418.75)	-	(260,418.75)
Anticipated balance	-	-	527,239.52	-	527,239.52
<b><u>UMB - Reserve Fund Series 2017A</u></b>					
Balance as of 4/30/2019	-	-	796,585.90	-	796,585.90
Subsequent activities:					
None	-	-	-	-	-
Anticipated balance	-	-	796,585.90	-	796,585.90
<b><u>UMB - Surplus Fund 2017A</u></b>					
Balance as of 4/30/2019	-	-	986,545.11	-	986,545.11
Subsequent activities:					
None	-	-	-	-	-
Anticipated balance	-	-	986,545.11	-	986,545.11
	\$ 93,564.06	\$ 97,918.15	\$ 2,346,873.39	\$ 31,220.38	\$ 2,569,575.98

**Yield information @ 04/30/19**  
UMB Bank (invested in CSAFE) - 2.47%  
CT Plus - 2.56%

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2019**

	Current Year								Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 3,523.94	\$ -	\$ 699.60	\$ -	\$ (35.24)	4,188.30	1.51%	1.51%	262.50	0.17%	0.17%
February	53,282.05	-	3,038.39	-	(532.82)	55,787.62	22.79%	24.29%	4,568.75	2.89%	3.06%
March	15,528.72	-	1,124.61	2.09	(155.31)	16,500.11	6.64%	30.93%	6,019.00	3.81%	6.87%
April	42,272.78	-	1,301.94	(4,227.05)	(380.46)	38,967.21	18.08%	49.01%	1,736.00	1.10%	7.97%
May	-	-	-	-	-	-	0.00%	49.01%	131,739.25	83.42%	91.39%
June	-	-	-	-	-	-	0.00%	49.01%	3,602.00	2.28%	93.68%
July	-	-	-	-	-	-	0.00%	49.01%	9,870.00	6.25%	99.93%
August	-	-	-	-	-	-	0.00%	49.01%	-	0.00%	99.93%
September	-	-	-	-	-	-	0.00%	49.01%	-	0.00%	99.93%
October	-	-	-	-	-	-	0.00%	49.01%	-	0.07%	100.00%
November	-	-	-	-	-	-	0.00%	49.01%	-	0.00%	100.00%
December (accrued)	-	-	-	-	-	-	0.00%	49.01%	-	0.00%	100.00%
	\$ 114,607.49	\$ -	\$ 6,164.54	\$ (4,224.96)	\$ (1,103.83)	\$ 115,443.24	49.01%	49.01%	\$ 157,797.50	100.00%	100.00%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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**Property Tax**

General Fund	\$ 46,764	20.00%	\$ 22,920.51	49.01%
Debt Service Fund	187,066	80.00%	91,686.98	49.01%
Total	\$ 233,830	100.00%	\$ 114,607.49	49.01%

**Specific Ownership Tax**

General Fund	\$ 2,806	20.00%	\$ 1,232.91	43.94%
Debt Service Fund	11,224	80.00%	4,931.63	43.94%
Total	\$ 14,030	100.00%	\$ 6,164.54	43.94%

**Treasurer's Fees**

General Fund	\$ 468	20.01%	\$ 220.86	47.19%
Debt Service Fund	1,871	79.99%	882.97	47.19%
Total	\$ 2,339	100.00%	\$ 1,103.83	47.19%

This supplementary information should be read only in connection with the accompanying accountant's compilation report.



**Special District Management Services, Inc.**

141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
303-987-0835 • Fax: 303-987-2032  
[www.sdmsi.com](http://www.sdmsi.com)

**M E M O R A N D U M**

To: Denver Connection West Board of Directors

From: Peggy Ripko  
Community Manager  
Special District Management Services, Inc.

Date: May 28, 2019

Subject: Community Management Report

Below is a brief overview of community management tasks completed by SDMS at the direction of the Board of Directors or its representative(s) during the months of April and May, 2019.

1. The HUB & Pool

- a. Work with the YMCA to confirm programming contract.
  - i. Facilitate signatures
  - ii. Request and file W9 and Certificate of Insurance
  - iii. Confirm start date
- b. YMCA Coordination
  - i. Purchase and set up requested technology for YMCA usage.
  - ii. Coordinate addition of phone line for YMCA staff.
- c. Participation in meetings regarding pool operations
  - i. Meeting regarding finishing of pool and processes to ensure plaster is correctly maintained.
  - ii. Pool turnover meeting
- d. Contact EGT regarding on-line access to card system
- e. Draft TULIP report for April and coordinate signatures; forward to insurance agent
- f. Confettigate
  - i. Respond to issue with confetti in pool and surrounding area
  - ii. Talk to pool contractor regarding additional work and invoicing for same
  - iii. Phone calls with homeowner regarding required clean-up; coordinate with YMCA representative
- g. Forward closed home information to EGT for inclusion in security system

## 2. Contract Management

- a. Communication regarding snow removal contract
  - i. Change order
  - ii. Limits of snow removal
- b. Pool Contractor
  - i. Draft services agreement and coordinate signatures
  - ii. Draft change order for pool brushing after plaster was completed
- c. Pet Scoop Services
  - i. Confirm number of stations included in contract
  - ii. Draft change order for additional service
- d. Pool Security
  - i. Draft services agreement and coordinate signatures
- e. HUB Cleaning
  - i. Draft change order to remove inspections from contract; coordinate signatures and finalize.
  - ii. Draft services agreement for new cleaning company

## 3. Collections

- a. Review delinquency list; draft and send letters for owners who are past due. Forward accounts to attorney as required
- b. Letters sent out on April 5, 2019 to 20 homes represented \$3,832 in past due fees; the new amount for those homes is \$2,431.
- c. The higher amounts for collections are at the attorney; this represents 9 homes for a total of \$5,378.73.

## 4. Rules and regulations

- a. Rules & Design Guidelines
  - i. Find pre-approved doors online and add to guidelines
- b. Pool & HUB Rules
  - i. Update from feedback provided as necessary
  - ii. Make usage waiver into fillable form that can be signed online

## 5. Meetings

- a. Board Meeting
  - i. Prepare for and attend Board meeting
  - ii. Follow up with homeowners in attendance; answer questions as needed
  - iii. Draft action item list
- b. Denver Police Department
  - i. Confirm Community Resources officers
  - ii. Draft agenda
  - iii. Coordinate and attend meeting with District, YMCA and DPD representatives

c. Townhome Turnover Meeting

6. Committee Coordination

a. Social Committee

- i. Create distribution list
- ii. E-mail members to confirm appointment to committee
- iii. Send YMCA representative contact information

b. Architectural Review Committee

- i. Draft and send e-mail requesting additional information
- ii. Compile responses and forward for inclusion in Board packet
- iii. Create distribution list

7. General Communication

- a. Phone calls from homeowners regarding fees and community operations. Answer questions or forward to MSI as appropriate
- b. Phone calls and e-mails from title companies regarding insurance and status letters
- c. Communication with Ms. Loprino and Ms. Johnson as needed for coordination of items listed above.



**AMENDED AND RESTATED  
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 April 25, 2017, revised May 28, 2019

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# **1      INTRODUCTION**

## **1.1      Basis for Design and Landscape Guidelines**

These Design and Landscape Guidelines (the “ **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. 2017095170 in the City & County of Denver. The Denver Connection West Metropolitan District (“**District**”) is authorized to adopt Design and Landscape Guidelines 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 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).

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

The ARC consists of persons, representatives or a committee appointed by the Denver Connection West Metropolitan District Board of Directors to review requests for approval of architectural, landscaping improvements 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
MSI LLC	303-420-4433	303-420-6611	info@msiho.com

## **1.6      Effect of Declaration**

The Declaration governs the Community. Each Owner should review and become familiar with the Declaration. Nothing in these Guidelines 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 or 811**

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### **1.9 Goal of Guidelines**

Compliance with these Guidelines 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 Guidelines 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 Guidelines 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 Guidelines, 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 Guidelines and the Declaration, the terms of Article 2 in the Declaration shall control. As indicated in Section 3 of these Guidelines, there are some cases in which advance written

approval of the ARC is not required if the Guidelines 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 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**

Within the time frames as hereinafter provided, subject to applicable “**force majeure**” delays as determined by the ARC, the Owner of each Unit (other than Developer or a Builder) shall install landscaping on all portion of the Unit which is not covered by a building or other Improvement, as well as on the tree lawn areas adjacent to such Unit, if applicable. The Owner of each Unit (other than Developer or a Builder) shall install landscaping on such Unit, and on adjacent tree lawn areas, within the time period set forth in the Guidelines or, if not set forth in the Guidelines, then: within one hundred (180) days after acquisition of such Unit by such Owner, if said acquisition occurs between April 1 and July 31; or, by the following July 31, if such acquisition does not occur between April 1 and July 31.

Landscaping plans must be submitted to the ARC for review and approval (which may be with conditions and/or requirements), and such approval must be obtained prior to the installation of landscaping. Each Owner shall maintain all landscaping on such Owner's Unit, and on adjacent tree lawn areas, in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping.

## **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.

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## **2.11 Amendment**

These 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 Guidelines 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**

No unsightly conditions can exist, including but not limited to , structures, facilities, equipment, and objects. Any equipment, including but not limited to snow removal equipment, garden or maintenance equipment, must be enclosed within a structure when not in use.

### **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 Animals**

No animals, livestock (pigs, cattle, horses, goats, lamas, etc.), birds, poultry, reptiles or insects of any kind may be raised, bred, kept or boarded in or on the Units except as permitted by, and in compliance with, the ordinances of the City, as applicable, and any Guidelines and/or the Rules and Regulations that do not conflict with such the ordinances of the City, as applicable. An Owner's right to keep household pets is coupled with the responsibility for collecting and properly disposing of any animal waste and to pay for all damage caused by such pets.

### **3.7 Artificial Turf**

See Section 3.90

### **3.8 Antennae/Satellite Dishes**

#### **3.8.1 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.

### **3.8.2 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.

### **3.9 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.

### **3.10 Backyard Sport Pads.**

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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.

### **3.11 Balconies**

See Section 3.17, Decks.

### **3.12 Barbecue/Gas Grills**

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

### **3.13 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.

### **3.14 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.

### **3.15 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.

### **3.16 Carports**

Approval will not be granted.

### **3.17 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.

### **3.18 Cloth or Canvas Overhangs**

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

### **3.19 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 may 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.

### **3.20 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.

### **3.21 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. The ARC may adopt approved heights, stains and configurations for fencing. Covers (ex: tarps, sheets, blankets, etc.) on dog runs are not allowed.

### **3.22 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. Approval is not required for the installation of the pre-approved security doors as specified in Exhibit B. All other security or security-type doors and windows must be approved prior to installation.

### **3.23 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.

### **3.24 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.

### **3.25 Evaporative Coolers**

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

### **3.26 Exterior Lighting**

See Section 3.37, Lights and Lighting.

### **3.27 Fences**

### 3.27.1 General Statement

Fences constructed by the Developer or Builder on the Owner's lot along or abutting property lines, arterial streets, collector streets, and local streets may not be removed, replaced, painted/stained a different color or altered, including, adding a gate, without approval of the ARC.

**Most of the fences constructed by the Developer or Builder are located on the Owners property (within the lot lines) and are to be maintained (repaired, replaced if necessary and re-stained as necessary) by the Owner of the property the fence is located on. Owners' shall repair or recondition fences located on their property at their own expense and as necessary and or required by the ARC and/or Denver Connection West Metropolitan District.**

### 3.27.2 [Reserved]

### 3.27.3 Fence Designs

All fences not installed by the Developer and/or Builder that are to be installed by an Owner require approval of the ARC and shall comply with the exact fence specifications attached as Exhibit A or other design guidelines as may be adopted by the ARC. Double fencing of property lines shall not be permitted.

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Please see Exhibit A for example of approved fencing per the ARC.

### 3.27.4 Stain Color/Maintenance

All Fences installed by Owners' are required to be stained the color - "SEAGULL GRAY" GS224 "SOLID GRAIN STAIN" MANUFACTURED BY DIAMOND VOGEL.

All fences constructed by Owners' on Lots shall be maintained in good condition and repair by the Owner. Fences installed by Owners' on their lot will be owned and maintained by the Owner. **Fences installed by the Developer and/or Builder are located on Owners lots will be owned and maintained by the Owner of that lot the fence is located on.** In the event any fences installed are installed on common area by the Developer and/or Builder will be owned and maintained by the Denver Connection West Metropolitan District.

### 3.27.5 [Reserved]

### 3.27.6 Prior Approved Fencing

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

### 3.27.7 Pet Fencing

Pet fencing may include any invisible fence on or within the perimeter boundary of an Owner's lot. **Wire mesh fencing is not permitted nor necessary as the approved fencing style for the community is a solid fence.** See Exhibit A for example of approved fencing to be used in the community.

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

### **3.28 Fire Pits**

Approval is required. The only fire pits that are permitted are those powered by propane or natural gas and they must be more than 10 feet from any structure, or combustible materials.

### **3.29 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.

### **3.30 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 forty-five (45) 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 (P.L.,94-344, 90stat.810;4U.S.C. SECS 4 to 10) 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.

### **3.31 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 and should not be placed nor will be allowed within 5 feet of the foundation of the home.

### **3.32 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.

### **3.33 Grading and Grade Changes**

Owners are not permitted to alter the approved grading design of the lot so as to alter the drainage pattern of the lot. See Section 3.21, Drainage

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### **3.34 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.

### **3.35 Hanging of Clothes**

See Section 3.15, Clothes Lines and Hangers.

### **3.36 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.

### **3.37 Kennels**

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

Also see Section 3.19, Dog Runs.

### **3.38 Landscaping**

Within the time frames as hereinafter provided, subject to applicable "**force majeure**" delays as determined by the ARC, the Owner of each Unit (other than Developer or a Builder) shall install landscaping on all portion of the Unit which is not covered by a building or other Improvement, as well as on the tree lawn areas adjacent to such Unit. The Owner of each Unit (other than Developer or a Builder) shall install landscaping on such Unit, and on adjacent tree lawn areas, within one hundred (180) days after acquisition of such Unit by such Owner, if said acquisition occurs between April 1 and July 31; or, by the following July 31, if such acquisition does not occur between April 1 and July 31.

Approval is required. All Owners must comply with any applicable landscaping requirements of the County and the City. 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.

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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.

Each Owner shall maintain all landscaping on such Owner's Unit, and on adjacent tree lawn areas, in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping.

### **3.39 Leases**

The term "**lease**," as used herein, includes any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include month to month rentals and subleases, but not leases having a term of less than 30 days except if the Owner of a Unit enters into a lease-back of the Unit in connection with such Owner's sale of the Unit that will permit such Owner to continue occupying the Owner's Unit after the closing of the sale of the Unit. Any Owner shall have the right to lease his Unit, or any portion thereof, as long as all leases provide that the lease, and lessee's occupancy of the leased premises, are subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the Governing Documents, in any respect, constitutes a default under the lease.

### **3.40 Lights and Lighting**

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

Approval is required to modify builder installed lighting fixtures or to 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.

### **3.41 Lights, Sounds and Odors**

No light shall be emitted which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or interferes with the reasonable and peaceful enjoyment or possession of another Unit by occupant thereof.

### **3.42 Nuisances**

No nuisance is permitted which is visible within or otherwise affects any portion of the Property, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Unit, or any portion thereof, by its residents. Construction activity performed by the Developer, approved Builders', the Metropolitan District or any entity approved by the ACR performing activities related to development of the property and/or Units, Lot or other structures are exempt from this section.

### **3.43 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.

#### **3.44 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.

#### **3.45 Painting**

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

#### **3.46 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.

#### **3.47 Patios – Enclosed**

See Section 3.3, Additions and Expansions.

#### **3.48 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.



### **3.49 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.

### **3.50 Pipes**

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

### **3.51 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 permanent cloth/canvas tarps will be considered on a case by case basis and consideration will be given to the colors requested so as to not be unsightly to adjacent residences. Height of any play structure or sports equipment may not exceed twelve (12) feet.

Toys, bikes and other sports equipment must be stored out of view when not in use.

### **3.52 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.

### **3.53 Poles**

See Section 3.28, Flags/Flagpoles.

### **3.54 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.

### **3.55 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.

### **3.56 Radio Antennae**

See Section 3.6, Antennae/Satellite Dishes.

### **3.57 Radon Mitigation Systems**

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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.

### **3.58 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 and color that exist on the building.

### **3.59 Rooftop Equipment**

Approval is required but generally will not be allowed. 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.

### **3.60 Satellite Dishes**

See Section 3.6, Antennae/Satellite Dishes.

### **3.61 Saunas**

See Section 3.2, Accessory Buildings.

### **3.62 Screen Doors**

See Section 3.20, Doors.

### **3.63 Seasonal Decorations**

Approval is not required if installed on a lot within forty-five (45) 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.

### **3.64 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.

### **3.65 Sheds**

See Section 3.2, Accessory Buildings.

### **3.66 Shutters – Exterior**

Approval is required and generally will not be approved if the shutters are not of the same design, material and/or color as originally installed by the Builder. New proposed 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).

### **3.67 Siding**

Approval is required.

### **3.68 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 no earlier than 45 days prior to an election and must be removed within 7 days of the election. No more than one (1) sign per political office of ballot measure may be maintained on an individual lot. Political signs shall not exceed 36" by 48" in size.

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

### **3.69 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.

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### **3.70 Spas**

See Section 3.34, Hot Tubs and Jacuzzis.

### **3.71 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

### **3.72 Storage Sheds**

Approval will not be given.

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

### **3.73 Sunshades**

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

### **3.74 Swamp Coolers**

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

### **3.75 Swing Sets**

See Section 3.46, Play Structures and Sports Equipment.

### **3.76 Television Antennae**

See Section 3.6, Antennae/Satellite Dishes.

### **3.77 Trash and Materials, Restrictions**

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on a Lot or a street, unless placed in a suitable covered container or trash bin that is suitably located solely for the purpose of trash or recycling pickup. Further, no trash or materials shall be permitted, to accumulate in such a manner as to be visible from any Unit. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No trash cans, trash bins or other trash or recycling receptacles shall be maintained in an exposed or unsightly manner. Finally, trash removal and recycling services may be subscribed to by the Metropolitan District on behalf of the residents of all or any portion of the Property and, if so, the Board of the Metropolitan District may determine the scope, frequency, and all other matters, with regard to such trash removal and recycling services; and the Owners shall pay their proportionate share of such trash removal and recycling services, as determined by the Board of the Metropolitan District. This section shall not be construed to prevent composting.

Trash cans/bags can be out from 6pm the night before collection day to noon the day after collection day. When not out for collection, trash cans/bags must be stored out of view.

### **3.78 Tree Houses**

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

### **3.79 Units to be Maintained**

Each Lot (including adjacent tree lawn area(s)) and the Improvements thereon shall at all times be maintained, repaired and replaced in a good, clean and slightly condition by the Owners of such Lot. Any concrete foundation components and concrete post-tension slab that is installed as part of the construction of any Units on the Property or any geogrid extending underground from any retaining wall on or adjacent to a Lot shall not be cut, drilled, removed or modified by any Owner unless

such work is performed in accordance with plans prepared by a licensed structural engineer and any requirements of the ARC. Maintenance includes but is not limited to paint, roofing, windows and landscape.

### **3.80 Vehicular Parking, Storage and Repairs**

**3.80.1** Mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles and boat trailers may only be parked in enclosed garages or specific areas, if any, which may be designated by the ARC, but this restriction shall not prevent the parking of such vehicles as a temporary expedient for loading, delivery or emergency. No parking is allowed on any landscaped area. Stored vehicles and vehicles which are inoperable or do not have current operating licenses are not permitted on the Property except within enclosed garages. For purposes of this Section, the ARC may determine whether a vehicle is considered "stored". For example, a vehicle may be considered to be "stored" if it is up on blocks or covered with a tarp and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval (which may be with conditions and/or requirements) of the ARC.

**3.80.2** No activity, including maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Property unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. Any Owner or other Person undertaking any such activities shall be solely responsible for, and assumes all risks of: such activities, including adoption and utilization of any and all necessary safety measures, precautions and ventilation. However, the foregoing restrictions do not prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Unit, together with those activities normally incident and necessary to such washing and polishing.

**3.80.3** In the event the ARC or the Board of the Metropolitan District determines that a vehicle is parked or stored in violation of subsections 3.7.1 or 3.7.2 hereof, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the ARC or the Board of the Metropolitan District, then the ARC or the Board of the Metropolitan District may have the vehicle removed at the sole expense of the owner thereof.

**3.80.4** Garages shall not be converted for habitable living space or for storage which prevents the parking of automobiles therein. No Owner or occupant of a Unit and no invitee of an Owner or occupant shall park or pennit to be parked any vehicle upon any street or driveway or elsewhere in such a manner as to block, impair or impede access to and from another Owner's garage.

**3.80.5** DEVELOPER, EACH BUILDER, THE METROPOLITAN DISTRICT, AND THE ARC, HEREBY DISCLAIM ANY AND ALL OBLIGATIONS REGARDING, RELATING TO OR ARISING OUT OF, THE PERFORMANCE OF ANY MAINTENANCE, SERVICING, REBUILDING, REPAIR, DISMANTLING, OR REPAINTING OF ANY TYPE OF VEHICLE, BOAT, TRAILER, MACHINE OR DEVICE OF ANY KIND, BY ANY OWNER OR OTHER PERSON.

### **3.81 Vanes**

See Section 3.77, Weather Vanes and Directionals.

### **3.82 Vents**

See Section 3.54, Rooftop Equipment.

### **3.83 Walls**

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

### **3.84 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.

### **3.85 Weather Vanes and Directionals**

Approval is required.

### **3.86 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.

### **3.87 Windows Replacement**

Approval is not required when replacing with identical windows if installed correctly according to manufacturer's instructions. If changing styles, considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

### **3.88 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 generally will not be approved.

### **3.89 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. Artificial turf is permitted with the following guidelines:

- 
- A. The synthetic turf must be natural in appearance and integrated into the overall landscape design in a natural looking manner, so as not to appear as a sports field and it shall not be installed directly adjacent to the property line.
  - B. The general appearance of the synthetic turf must be designed and installed in such a manner as to effectively simulate the appearance of a well-maintained lawn.
  - C. The synthetic turf uniformity must be maintained for all areas.
  - D. No synthetic turf shall be installed or approved in the front yard.
  - E. Turf must have a minimum of an 8-year product warranty and the warranty shall not be limited to the amount of usage, lawn elevation, nor the type of footwear that can be worn.
  - F. Installation must assure adequate drainage, must have an adequate subgrade, be properly secure, be free of ripples or showing of seams, have finished edges, and be securely attached to prevent lateral movement.

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EXHIBIT A

DENVER CONNECTION WEST DESIGN AND LANDSCAPE GUIDELINES

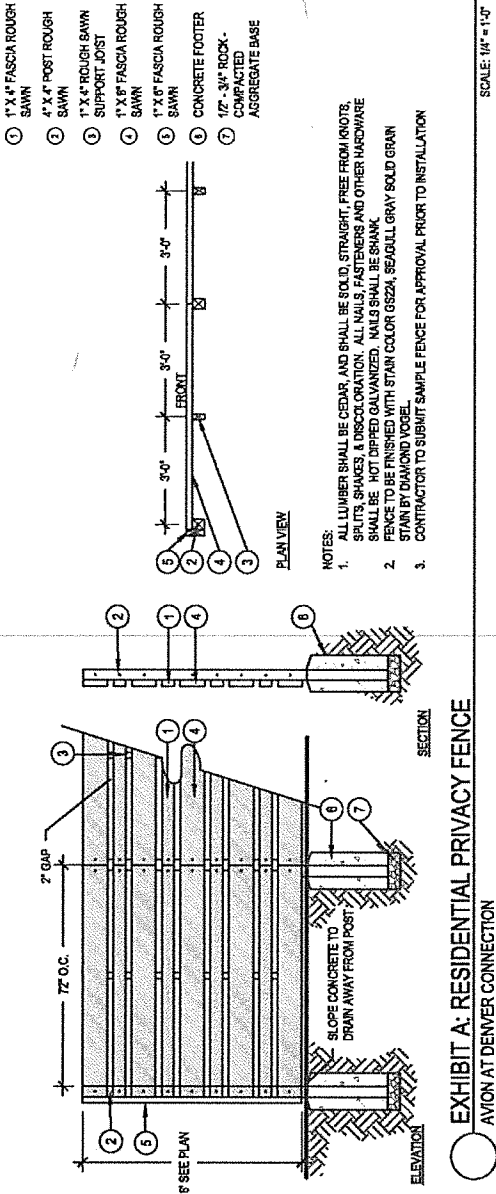
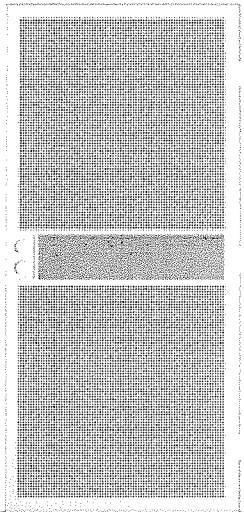


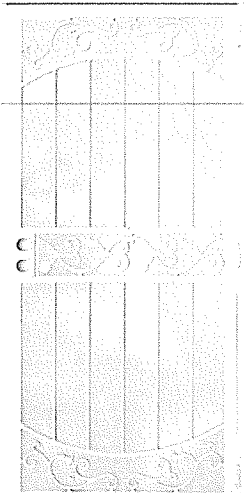
EXHIBIT A: RESIDENTIAL PRIVACY FENCE  
AVON AT DENVER CONNECTION

## **Exhibit B**

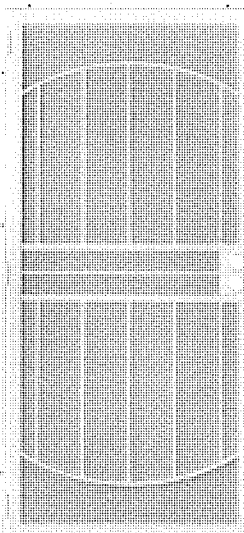
### **Pre-Approved Security Doors:**



White Surface Mount ClearGuard Security Door with  
Meshtec Screen



La Entrada White Surface Mount Outswin  
Steel Security Door with Perforated Metal Screen



Arcada White Surface Mount Outswing Steel Security  
Door with Expanded Metal Screen

**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 may be charged on the following schedule for each submittal based upon recommendation by the Design Review Committee:

- 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

## Peggy Ripko

---

**From:** Christopher Harrold <christophereharrold@hotmail.com>  
**Sent:** Thursday, May 02, 2019 2:25 PM  
**To:** Peggy Ripko  
**Subject:** Re: Denver Connection West Design Review Committee

Peggy,

Per the email below:

1) I would like to be part of the committee for reviewing design and landscape proposals because I believe that as a homeowner in the Avion neighborhood, it is important that we participate in our HOA process so that we can support our neighbors and ensure that everyone is doing their part to maintain the overall quality of the neighborhood. Having a process for submitting and reviewing exterior improvements is important, because it ensures that there are not residents who are creating unsafe/unappealing situations that can adversely impact their neighbors. I believe that I am qualified for this due to past service on HOA committees of the same nature specifically in Highlands Ranch, and my background in landscape design and construction. I have experience with this process, and the level of documentation can vary wildly. I believe that having someone who has seen and done this type of evaluation before is important in a new HOA group like this as it will add some experience to the group.

2) We live in one of the front-load houses.

Thank you for your consideration and I look forward to an opportunity to participate in the committee.  
Chris Harrold

---

**From:** Peggy Ripko <pripko@sdmsi.com>  
**Sent:** Thursday, April 25, 2019 4:09 PM  
**To:** Peggy Ripko  
**Subject:** Denver Connection West Design Review Committee

Good afternoon!

Thank you for your interest in the DRC for Denver Connection West. We were pleased to have so many people express interest in serving on the committee!

The Board has said that the committee will be made up of 5 people. One of those members will be a representative of William Lyons Homes, as they have been doing the reviews for the past several years and have historical information that will be useful. There will be four (4) homeowners appointed to the committee. The committee is scheduled to meet monthly, and those meetings will occur at The HUB.

We would like to ask for some additional information, to help the Board narrow down who should be on the committee. Please reply with the information below by Friday, May 3<sup>rd</sup>.

1. A short summary of the reason you are interested in serving on the committee, and any past history/qualifications you have that would be an asset.
2. What kind of home you live in (townhome, front load, alley load).

Thank you again for your interest! Please let me know if you have any additional questions!

Peggy

*Peggy Ripko, CAM*  
Community Management Division Manager  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
[pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
Phone: 303-987-0835 ext 210

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## Peggy Ripko

---

**From:** Freddy Topete <topete05@hotmail.com>  
**Sent:** Thursday, May 02, 2019 4:17 PM  
**To:** Peggy Ripko  
**Subject:** Re: Denver Connection West Design Review Committee

Good afternoon Peggy,

I am interested in helping out because of my vested interest in seeing the community prosper and develop into a place we can all be proud of. The committee can also be an opportunity to bring the residence together in a manner that can foster true social community. Coming from the architecture world I review and design public spaces on a regular basis. I also have training in community planning through my education. I own a town home. Thank you for your consideration.

---

**From:** Peggy Ripko <pripko@sdmsi.com>  
**Sent:** Thursday, April 25, 2019 4:09 PM  
**To:** Peggy Ripko  
**Subject:** Denver Connection West Design Review Committee

Good afternoon!

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2. What kind of home you live in (townhome, front load, alley load).

Thank you again for your interest! Please let me know if you have any additional questions!

Peggy

*Peggy Ripko, CAM*  
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## SERVICE AGREEMENT FOR CLEANING SERVICES

THIS SERVICE AGREEMENT FOR CLEANING SERVICES (“**Agreement**”) is entered into and effective as of the \_\_\_\_\_ day of May, 2019, by and between **DENVER CONNECTION WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and Specialized Cleaning Services, Inc., a Colorado Corporation (the “**Consultant**”) (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 (the “**Improvements**”).

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 Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant 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. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

#### 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed 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 board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein 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.

1.4 No Right or Interest in District Assets. The Consultant 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 Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant 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 Consultant 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 A**, 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 AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2019. This Agreement shall automatically renew for additional terms of twelve (12) months each.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant 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 thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant 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 and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

### 5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises (“M/WBE”). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver’s then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“DRMC”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) Prevailing Wages. Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 Assignment. The Consultant 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.

5.3 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 Consultant unless the same is in writing and duly executed by the Parties.

5.4 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.

5.5 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.

5.6 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 County of Denver, Colorado.

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

5.8 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 Consultant 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 Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 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., Ste. 150 Lakewood, CO 80228 Phone: 303-987-0835 Email: ljohnson@sdmsi.com Attn: Lisa A. Johnson
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With a Copy To:	McGeady Becher P.C. 450 E. 17 <sup>th</sup> Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Email: ecortese@specialdistrictlaw.com Attn: Elisabeth Cortese
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To Consultant:	Specialized Cleaning Services, Inc. 11394 E. Cimarron Dr. Englewood Co, 80111 Phone: (303) 777- 7724 Email: specializedcleaning9@gmail.com Attn: Jaime Moreno
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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 facsimile 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.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 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.

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

5.15 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.

5.16 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.

Consultant:  
Specialized Cleaning Services, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO )  
 )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this [ ] day of [ ], 20[ ], by [ ], as [ ] of [ ].

Witness my hand and official seal.

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

Notary Public

District:  
**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

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

STATE OF COLORADO )  
 )  
COUNTY OF [ ] ) SS.

The foregoing instrument was acknowledged before me this [ ] day of [ ], 20[ ], by [ ], as President of Denver Connection West Metropolitan District.

Witness my hand and official seal.

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

Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES & COMPENSATION**

## Bid information form for The HUB at Denver Connection

Company Information				
Company Name	Specialized Cleaning Services Inc			
Physical Address	11394 E. Cimarron Dr. Englewood Co, 80111			
Mailing Address	11394 E. Cimarron Dr. Englewood Co, 80111			
Phone Number	(303) 777- 7724			
Federal Tax ID #	84-1149674			
Licensing State (i.e., AZ, CA, CO)	Colorado			
Type of Work Performed	Cleaning Services			
# of Years in Business	34 Years			
Organization Type (i.e. Corporation, Partnership, Sole Proprietorship)	Corporation			
Have you performed work for William Lyon Homes in the past?	Yes			
Website Address				
Primary Contact Information	Contact Name	Position/Title	Phone	Email Address
Owner/Principle	Jaime Moreno	President	303 777 7724	specializedcleaning9@gmail.com
Contract Signing Contact	Jaime Moreno	President	303 777 7724	specializedcleaning9@gmail.com
Bid Contact	Italia Barcenaz	Office Manager	720 208 6829	italia.specialized@gmail.com
Insurance Contact	Dodrill Insurance Pinnacol Assurance	Producer/CSR Producer/CSR	303.986.1539 303. 361. 4000	wendy@ dodrillinsurance.com  customer_service@pinnacol.com



Specialized Cleaning Services Inc will be providing cleaning services to the HUB Clubhouse at Denver Connection, located 4746 N. Jasper, Denver CO 80239.

**Requirements:**

The cleaning will occur once a week from March – May.

Specialized will be available to inspect and clean after an event. If the event is in the evening and not returned clean - Specialized will then be available to clean first thing the next morning after Specialized has inspected the clubhouse and charge an inspection fee of \$50.00 along with a cleaning service fee of \$225.00

If the clubhouse does not need to be cleaned the bathrooms will need to be restocked and only an inspection fee of \$50.00 will be charged.

During the summer months Specialized will be available to clean the outside restrooms seven days a week for a cost of \$150.00 per week.

Estimated restocking fee including material(hand soap, toilet paper, paper towels): \$95.00

The clubhouse will be cleaned once a week.

The clubhouse cleaning may change depending on the amount of use during the summer.

**EXHIBIT B**  
**CERTIFICATION OF CONSULTANT**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

## FORM OF CHANGE ORDER

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>

APPROVED:		APPROVED:	
By:		By:	
	District		Consultant



# DENVER CONNECTION WEST METRO DISTRICT

## Board Meeting Project Status

May 28, 2019



### **Project Work**

#### **Site Visits**

Site visits were done twice a month. The overall status of construction is as follows:

- Earthwork import to the park is on-going.
- Construction on the Hub is on-going. Punchlist items are being resolved.
- The outdoor furniture is scheduled to be delivered May 21<sup>st</sup>.
- Hub plantings expected to be finished May 20<sup>th</sup>.
- The Hub fencing raising is expected to be complete late May.
- The pools are complete and full. The maintenance company has taken over maintenance.
- Construction of the open space flat concrete is ongoing as weather permits.
- Seat walls, planter walls and other park amenities are on-going.

#### **Cost Certification**

- Cost Certification #16



## **Construction Contract Documents**

### **Contractor Contracts**

- MW Golden Acceptance and Retainage Release

### **District Contract Change Orders**

- MW Golden
  - Change Order 27 – Additional Electrical Costs - \$30,149.00 – Recommend Approval
  - Change Order Request – Extended General Conditions - \$135,157.00 – Board Discussion
  - Change Order Request – Picture Frame Fence Mesh - \$24,985.00 – Board Discussion
  - Change Order Request – Wading Pool Light Credit – Not submitted yet

## **Consultant/Vendor Agreements**

### **Consultant/Vendor Agreements**

- None

### **Consultant/Vendor Task Orders**

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

## **Other Matters**

None

# Denver Connection West Metropolitan District

## CHANGE ORDER

Project:	Denver Connection West	No.:	27
Contract For:	Hub	Date Issued:	04/29/19
Contractor:	MW Golden	Owner:	Denver Connection West Metropolitan District
Address:	1700 Park Street Castle Rock, CO 80109	Address:	8480 E. Orchard Rd, Ste 1000 Greenwood Village, CO 80111

You are directed to make the following changes in the Contract Documents:

Description: Additional Electrical Costs

Purpose of Change Order: See attached documentation.

Attachments (List Documents Supporting Change): Change Order Request #54

### CHANGE IN CONTRACT PRICE:

### CHANGE IN CONTRACT TIME (in days):

Original Contract Price: \$ 3,050,806.33

Original Contract Time: 280

Previous Change Orders  
No. 1 to No. 26 \$ 503,241.93

Net Change from Previous  
Change Orders: 100

Contract Price Prior to this  
Change Order: \$ 3,554,048.26

Contract Time Prior to this  
Change Order: 380

Net Change of this Change  
Order: \$ 30,149.00

Net Change of this Change  
Order: 0

Contract Price with all  
approved Change Orders: \$ 3,584,197.26

Contract Time with all  
approved Change Orders: 380

### RECOMMENDED:

By: Kris Fiore

Date: 4/30/19

Engineer

### APPROVED:

By: [Signature]

Date: 4/29/19

Contractor

### APPROVED:

By: Robert  
Anthony  
Johnson

Date: 4/29/19

Owner

Digitally signed by Robert Anthony  
Johnson  
DN: cn=Robert Anthony Johnson,  
o=Denver Connection West  
Metropolitan District, ou=President,  
email=rob.johnson@lyonhomes.com,  
c=US  
Date: 2019.05.01 09:12:13 -0600

# Denver Connection West Metro District

## CHANGE ORDER REQUEST (PROPOSAL)

Project:	Denver Connection HUB	C.O. Request No.:	54
To:	Kim Fiore, PE	From (Contractor):	MW GOLDEN CONSTRUCTORS
	IDES, LLC – DCWMD District Engineer	Date:	3/1/2019
Re:	Electric Consumption Costs	Contract For:	HUB

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents.

### Description of Proposed Change:

Pay for electric consumption costs until power was going through Xcel meter on Dec. 27, 2018.

Attached supporting information from: ☐ Subcontractor ☐ Supplier ☐ City ☐ Engineer

### Reason for Change:

Utility electrical power to the job was not available until December 27, 2018.

MW GOLDEN CONSTRUCTORS was forced to use a portable generator to provide construction electrical power until Xcel Energy ran power to the project transformer.

MWGC provided a scope clarification letter to IDES as requested on October 6, 2017<sup>i</sup>. Exclusion # 2 "Power consumption costs."

Rental on generator was \$1,755.69 / four weeks<sup>ii</sup> or \$62.70 / calendar day.

Fuel cost was \$938.68 / 92 calendar days<sup>iii</sup> or \$10.20 / cd average.

Electric power consumption was \$62.70 + \$10.20 = \$ 72.90 / average calendar day.

Electric power consumption costs from January 12, 2018 until December 27, 2018  
349 cd or 50 weeks.

349 cd at \$72.90 / cd = \$ 25,442. Plus bonds and insurance.

<sup>1</sup> Scope Clarification Letter of Oct 6, 2017

<sup>1</sup> United Rentals 1 week billing invoice

<sup>1</sup> Three months fuel cost journal

Does Proposed Change involve a change in Contract Sum?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Increase	\$ 30,149.00
Does Proposed Change involve a change in Contract Time?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes Increase	____ days

Signed by:

Date: March 1, 2019

By:

☐ Approved for Change Order No. \_\_\_\_\_

☐ Approved for Force Account Authorization No. \_\_\_\_\_  
☐ Denied for \_\_\_\_\_

RECOMMENDED

APPROVED

IDES, LLC-DCWMD District Engineer

Denver Connection West Metro District

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Signature Title Date

Coding:

Job Number	Category	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

<sup>i</sup> Scope Clarification Letter of Oct 6, 2017

<sup>ii</sup> United Rentals 1 week billing invoice

<sup>iii</sup> Three months fuel cost journal



PCO #54

MW GOLDEN CONSTRUCTORS  
1700 Park Street  
Castle Rock, Colorado 80109  
Phone: (303) 688-9848  
Fax: (303) 688-8269

Project: 40117 - Denver Connection HUB  
4746 N. Jasper Street  
Denver, Colorado 80239

**DRAFT**

**Prime Contract Potential Change Order #54: CE #103 - Electrical  
consumption costs Jan 12, 2018 - December 27, 2018**

TO:	Denver Connection West Metropolitan District - Village Homes (William Lyon Homes) 8480 East Orchard Road, Suite 100 Greenwood Village Colorado, 80111	FROM:	MW GOLDEN CONSTRUCTORS 1700 Park Street Castle Rock Colorado, 80109
PCO NUMBER/REVISION:	54 / 0	CONTRACT:	40117 - Denver Connection HUB Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Mark Zeigler (MW GOLDEN CONSTRUCTORS)
STATUS:	Draft	CREATED DATE:	3/1/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$30,149.00

POTENTIAL CHANGE ORDER TITLE: CE #103 - Electrical consumption costs Jan 12, 2018 - December 27, 2018

CHANGE REASON: Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)**

CE #103 - Electrical consumption costs Jan 12, 2018 - December 27, 2018

Utility electrical power to the job was not available until December 27, 2018.

MW GOLDEN CONSTRUCTORS was forced to use a portable generator to provide construction electrical power until Xcel Energy ran power to the project transformer.

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Rental on generator was \$1,755.69 / four weeks<sup>[ii]</sup> or \$62.70 / calendar day.

Fuel cost was \$938.68 / 92 calendar days<sup>[iii]</sup> or \$10.20 / cd average.

Electric power consumption was \$62.70 + \$10.20 = \$ 72.90 / average calendar day.

Electric power consumption costs from January 12, 2018 until December 27, 2018

349 cd or 50 weeks.

349 cd at \$72.90 / cd = \$ 25,442. Plus bonds and insurance.

<sup>[i]</sup> Scope Clarification Letter of Oct 6, 2017

<sup>[ii]</sup> United Rentals 1 week billing invoice

<sup>[iii]</sup> Three months fuel cost journal

**ATTACHMENTS:**

HUB Elec Use Costs.pdf

#	Cost Code	Description	Type	Amount
1	60-0400 - MWGC Contingency	Generator Rent and fuel for generator	Other	\$25,442.00
Subtotal:				\$25,442.00





PCO #54

Builders Risk & Sub Liability Insurances: 1.10% Applies to all line item types.	\$279.86
Labor Burden: 0.38% Applies to Labor.	\$0.00
Bond: 1.50% Applies to all line item types.	\$381.63
Overhead: 10.00% Applies to all line item types.	\$2,610.35
Profit: 6.00% Applies to all line item types.	\$1,435.69
Final Rounding: -0.00% Applies to all line item types.	(\$0.53)
Grand Total:	\$30,149.00

Kim Fiore (Independent District  
Engineering Services, LLC)

954 Valley Road  
Evergreen Colorado 80439

Denver Connection West Metropolitan  
District - Village Homes (William Lyon  
Homes)

8480 East Orchard Road, Suite 100  
Greenwood Village Colorado 80111

MW GOLDEN CONSTRUCTORS

1700 Park Street  
Castle Rock Colorado 80109

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



BRANCH 098  
1250 EAST 40TH AVENUE  
DENVER CO 80239  
303-576-3500  
303-576-3555 FAX

Job Site Address  
DENVER CONNECTION HUB  
4746 N JASPER ST  
X:XOX  
DENVER CO 80239  
Office: 303-688-9848 Cell: 720-531-4053

4111471 MH 0421 28110521 p01 364727 1-1 0



MW GOLDEN CORP CONSTRUCTORS  
1700 PARK ST  
CASTLE ROCK CO 80109-3003

7/6  
4 WEEK BILLING  
INVOICE

# 155073104-004

Customer # : 202787  
Invoice Date : 06/12/18  
Date Out : 03/05/18 12:00 PM  
Billed Through : 06/25/18 00:00  
UR Job Loc : 4746 N JASPER ST, DE  
UR Job # : 65  
Customer Job ID:  
P.O. # : 000640117  
Ordered By : JOSH QUITMEYER  
Reserved By : JOSH HADDEN  
Salesperson : NATHAN WOODRING

Invoice Amount: \$1,755.69

Terms: Due Upon Receipt  
Payment options: Contact our credit office  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC  
PO BOX 840514  
DALLAS TX 75284-0514

RENTAL ITEMS:		DESCRIPTION	MANUFACTURE	Day	Week	4 Week	Amount
Qty	Equipment						
1	10656426	GENERATOR 19-29 KVA TIER 4 Make: WACKER Model: G25 T4F Serial: 24394173 Meter out: 2496 DC Meter in: .01	331.00	331.00	777.00	1581.00	1,581.00
						Rental Subtotal:	1,581.00
SALES/MISCELLANEOUS ITEMS:			Price	Unit of Measure		Extended Amt.	
Qty	Item						
1	SMM FEE		[SMM/MCI]	31.620	EACH	31.62	
1	ENVIRONMENTAL SERVICE CHARGE		[ENV/MCI]	20.550	EACH	20.55	
						Sales/Misc Subtotal:	52.17
						Agreement Subtotal:	1,633.17
						Tax:	122.52
						Total:	1,755.69

COMMENTS/NOTES:

WILL CALL HOWARD 3039606015 CALL ON WAY  
BILLED FOR FOUR WEEKS 5/28/18 THRU 6/25/18 12:00 PM  
TO SCHEDULE EQUIPMENT FOR PICKUP, CALL B20-UR-RENTS (800-877-3627)  
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #  
IN ORDER TO CLOSE THIS CONTRACT

+5123 005/40117  
15113 005 changed on PG by Pg.

JUN 18 2018

$$\frac{\$1,755.69}{(4 \text{ WKS}) \left( \frac{7 \text{ cd}}{\text{WK}} \right)} = \frac{\$62.70}{\text{cd}}$$

• emailed Howard  
4/25/18  
• confirmed by Howard via email 4/25/18  
(still on-site)

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE.  
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE FOR REQUEST

You Can Now Access Invoice History and Update Purchase Orders Online  
To Enable, contact URControlSupport@ur.com



# Job Cost Journal

09/12/18



MW GOLDEN CONSTRUCTORS

## Job Cost Journal

Actual/Budget; by Cost Code (separate reports)

Job# 40117 - Denver Connection HUB

Record#	Trans#	Date	Description	Vendor/Employee/Equipment	Cost Type	Cost
<b>Cost Code</b>	<b>15113.001</b>	<b>Temporary Electricity</b>	<b>Budget Hours:</b>		<b>Budget Amt:</b>	
126078	9103805 5/18	05/20/2018	GL6020 Fuel	2672 - Shell Fleet Plus	1	390.40
126536	9103806 6/18	06/19/2018	GL6020 Fuel	2672 - Shell Fleet Plus	1	313.96
127126	9103807 7/18	07/20/2018	GL6020 Fuel	2672 - Shell Fleet Plus	1	261.09
127693	9103808 8/18	08/20/2018	GL6020 Fuel	2672 - Shell Fleet Plus	1	363.63
<b>Cost Code Total:</b>						<b>1,329.08</b>
<b>Job Total:</b>						
<b>Budget\$/Cost\$</b>					<b>3,416.00</b>	<b>1,329.08</b>
<b>Budget Hrs./Actual Hrs.</b>						

92 cd

\$ 938.68

$$\frac{\$ 938.68 \text{ FUEL}}{92 \text{ cd}} = \text{AVG } \frac{\$ 10.20}{\text{cd}}$$