

DENVER CONNECTION WEST METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
www.colorado.gov/dcwmnd

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
VACANT	Assistant Secretary	2020/May 2020
Jeff McGovern	Assistant Secretary	2022/May 2022
Lisa A. Johnson	Secretary	

DATE: October 22, 2019
TIME: 6:00 P.M.
PLACE: The HUB
4746 Jasper Street
Denver, CO 80239

I. ADMINISTRATIVE MATTERS

- A. Present Conflict Disclosures and confirm quorum.
-
- B. Approve Agenda, confirm location of the meeting, posting of meeting notices.
-
- C. Consider regular meeting dates for 2020. Review and consider approval of Resolution No. 2019-10-01; Resolution Establishing 2020 Regular Meeting Dates, Times and Location, and on Designating Locations for Posting of 24-Hour Notices and District Website, if needed (to be distributed).
-
- D. Discuss §32-1-809, C.R.S., reporting requirements and mode of eligible elector notification for 2020.
-

II. PUBLIC COMMENTS

- A. _____

III. CONSENT AGENDA

- Review and approve Minutes of the September 24, 2019 Regular Meeting (enclosure).
- Ratify approval of Spa Pool Cover in the amount of \$2,050.00 for Front Range Aquatech.

- Ratify approval of Change Order No. 29 to the Construction Contract with MW Golden for Extended General Conditions in the amount of \$68,120.00.
-

IV. FINANCIAL MATTERS

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

Fund	Period Ending Oct. 9, 2019
General	\$ 22,419.29
Debt	\$ 5,500.00
Capital	\$ 18,377.97
Special Revenue	\$ 24,859.70
Total	\$ 71,156.96

- B. Consider acceptance of the unaudited financial statements dated, August 31, 2019, schedule of developer advances, updated September 30, 2019, property taxes reconciliation, and the schedule of cash position for the period ending August 31, 2019, updated as of October 15, 2019 (enclosures).
-
- C. Consider engagement of Dazzio & Associates, PC to perform the 2019 Audit in an amount not to exceed \$4,900.00 (enclosures).
-
- D. Conduct Public Hearing to consider Amendment to 2019 Budget and consider adoption of Resolution to Amend the 2019 Budget and Appropriate Expenditures, if necessary.
-
- E. Conduct Public Hearing on the proposed 2020 Budget and consider adoption of Resolution to Adopt the 2020 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of (enclosures – draft 2020 Budget, Preliminary Assessed Valuation, and Resolutions).
-
- F. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
-

V. 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. MW Golden Contract

1. Discuss status of acceptance of release of retainage, in part or whole, related to the contract with MW Golden.
-

c. Brightview Landscape Development, Inc., Contract

1. Discuss status of final walk through and status of release of retainage related to the contract with Brightview Landscape Development, Inc.
-

2. Review and consider approval of Change Order No. 8 to the Brightview Landscape Development, Inc., Contract for additional handrails in the amount of \$3,073.00.
-

- d. Discuss status of final walk through and status of release of retainage related to the contract with Thoutt Brother's Concrete Contractors, Inc.
-

- e. Discuss status of fire place- timer vs. remote.
-

- f. Discuss heat tape outside bathroom plumbing.
-

- g. Ratify approval of Task Order No. 2 to the Master Service Agreement ("MSA") with Split Rail Fence & Supply Co. to add expanded metal gates in the amount of \$3,589.00.
-

- h. Ratify approval of MSA with Split Rail Fence & Supply Co. for 3 Panic Hardware Protectors on existing gates in the amount of \$850.00 (enclosure).
-

- i. Ratify approval of Task Order No. 5 to the MSA Split Rail Fence & Supply Co. to Weld Extension to Existing Posts in the amount of \$877.00.
-

- B. Review and consider approval/status of Cost Certification Report No. 20 in the amount of \$337,596.86 (enclosure).
-

VI. LEGAL MATTERS

- A. Consider adoption of Resolution No. 2019-10-__ ; Resolution Calling a Regular Election for Directors on May 5, 2020, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 28, 2020. Discuss the need for ballot issues and/or questions.
-

- B.
-

VII. POOL AND HUB OPERATIONS

- A. Review and consider approval of 2020 Pool Maintenance Contract with Absolute Pool Management in the amount of \$17,200.00 (enclosure).
-

- B. Discuss Front Range Recreation site visits (September 24, 2019 and October 17, 2019).
-

VIII. COVENANT ENFORCEMENT/DESIGN REVIEW/OPERATIONS

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

- B. Discuss status of approval of Service Agreement with Nu Style Landscape and Development, LLC, for Snow Removal Services and/or additional proposals for the same (enclosures).
-

- C. Design Review Committee (“DRC”)
-

- 1. Update from DRC Committee.
-

D. Social Committee

1. Update from Social Committee.

E. Discuss approval of Second Amended and Restated Design and Landscape Guidelines of Denver Connection West and adoption of Resolution regarding the same (enclosure).

F. Discuss adoption of Second Amended and Restated Resolution Adopting Policies and Procedures Governing the Enforcement of Protective Covenants for Denver Connection West (to be distributed).

IX. OTHER BUSINESS

A.

X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 26, 2019 @ WILLIAM LYON HOMES, 400 INVERNESS PARKWAY, SUITE 350, ENGLEWOOD, DENVER, CO 80112.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT (THE “DISTRICT”) HELD SEPTEMBER 24, 2019

A regular meeting of the Board of Directors of the Denver Connection West Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, September 24, 2019, at 1:30 p.m., at William Lyon Homes, 400 Inverness Parkway, Suite 350, Englewood, CO 80112. The meeting was open to the public.

Directors In Attendance Were:

Robert A. Johnson
Eric McEachen
Craig Warner
Jeff McGovern

Also In Attendance Were:

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

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

Kim Fiore; Independent District Engineering Services, LLC (“IDES”)

Jason Carroll; CliftonLarsonAllen LLP

Lisa Lopprino; William Lyon Homes

**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.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

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

Following discussion, upon motion duly made by Director 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.

Resignation of Director: The resignation of Director Brown effective as of September 19, 2019 was acknowledged.

It was noted that a Notice of Vacancy was published on September 23, 2019 and letters of interest should be submitted no later than October 3, 2019.

PUBLIC COMMENTS

There were no public comments at this time.

CONSENT AGENDA

The Board considered the following actions:

- Review and approve Minutes of the August 27, 2019 Regular Meeting.
- Ratify the approval of Change Order No. 1 to Service Agreement with Absolute Pools in the amount of \$5,000.00.

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

FINANCIAL MATTERS

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

RECORD OF PROCEEDINGS

Fund	Period Ending Sept. 16, 2019
General	\$ 19,540.66
Debt	\$ -0-
Capital	\$ 21,166.01
Special Revenue	\$ 25,599.27
Total	\$ 66,305.94

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

Financial Statements, Schedule of Developer Advances, and Schedule of Cash

Position: Mr. Carroll presented to the Board the unaudited financial statements dated July 31, 2019, schedule of developer's advances, updated September 1, 2019, and schedule of cash position statement ending July 31, 2019, updated as of September 13, 2019.

Following review and discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board accepted the unaudited financial statements dated July 31, 2019, schedule of developer's advances, updated September 1, 2019, and schedule of cash position statement ending July 31, 2019, updated as of September 13, 2019.

2020 Budget Committee: The Board reviewed the Letters of Interest for the 2020 Budget Committee.

Following review and discussion, upon motion duly made by Director McEachen, seconded by Director Johnson and, upon vote unanimously carried, the Board appointed Robert Johnson, Craig Wagner, Cara Wolfe, and Bob Bongiovanni to the 2020 Budget Committee.

2020 Budget Preparation: The Board discussed the preparation of the 2020 Budget.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2020 Budget. The Board determined to hold the public hearing to consider adoption of the 2020 Budget on Tuesday, October 22, 2019 at 6:00 P.M at The HUB, 4746 Jasper Street, Denver, CO 80239.

CONSTRUCTION MATTERS

Engineer's Report: Ms. Fiore reviewed with the Board the Engineer's Project Status Report dated September 24, 2019. A copy of the report is attached and incorporated herein by this reference.

RECORD OF PROCEEDINGS

HUB Facility

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

Construction Contract Agreement between the District and MW Golden:

Change Order No. 29 to the Construction Contract with MW Golden: The Board reviewed Change Order No. 29 to the Construction Contract with MW Golden for Extended General Conditions in the amount of \$68,120.00.

Following discussion, upon motion duly made by Director McGovern, seconded by Director Johnson and, upon vote unanimously carried, the Board ratified approval of Change Order No. 29 to the Construction Contract with MW Golden for Extended General Conditions in the amount of \$68,120.00.

Release of Retainage, in Part or Whole, to MW Golden: It was noted that the request for retainage is in process.

Acceptance and Release of Retainage Related to the Contract with BrightView Landscape Development, Inc.: The Board deferred discussion at this time.

Acceptance and Release of Retainage Related to the Contract with Thoutt Brother's Concrete Contractors, Inc.: The Board deferred discussion at this time.

Task Order No. 2 to the MSA with Front Range Aquatech for Pool Winterization: It was noted that Absolute Pools is providing this service to the District.

Spa Equipment Evaluation: Ms. Fiore discussed with the Board the spa equipment evaluation. She noted that based on the meeting with Front Range Recreation, their valuation is that the spa can remain open during the winter. Ms. Fiore will request a written report on this from Front Range Recreation.

Fireplace- Timer vs. Remote: Ms. Ripko will ask the residents whether they would prefer a timer or a remote for the fireplace at the HUB in a weekly email blast.

Front Range Aquatech- Spa Pool Cover: The Board discussed the purchase of a Spa Pool Cover for Front Range Aquatech.

Following discussion, upon motion duly made by Director Johnson, seconded by Director McGovern and, upon vote unanimously carried, the Board approved the purchase of a Spa Pool Cover from Front Range Recreation in the amount of \$2,050.00.

RECORD OF PROCEEDINGS

Cost Certification Report No. 19: Ms. Fiore presented to the Board Cost Certification Report No. 19.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner and, upon vote unanimously carried, the Board accepted Cost Certification Report No. 19 in the amount of \$389,580.79.

POOL AND HUB OPERATIONS

Second Amended and Restated District Facilities Rules and Regulations: The Board deferred discussion at this time.

Modifications to Fencing Around the Pool/HUB to Secure the Area from Trespassers: The Board discussed modifications to fencing around the Pool/HUB to secure the area from trespassers. Ms. Lopprino to solicit cost to purchase and install three (3) panic hardware protectors and present at the October meeting.

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 the IGA was complete and that funds are in process of being wired to the District

COVENANT ENFORCEMENT/ DESIGN REVIEW

Community Manager's Report: Ms. Ripko reviewed with the Board the Community Manager Reports.

Service Agreement with Nu Style Landscape and Development, LLC for Snow Removal Services: The Board reviewed the Service Agreement with Nu Style Landscape and Development, LLC for Snow Removal Services. The Board directed Ms. Ripko to solicit proposals and confirm rates for Nu Style Landscape and Development, LLC.

Design Review Committee ("DRC"): Ms. Ripko provided a brief update from the DRC.

Social Committee: Ms. Ripko provided a brief update from the Social Committee.

Operations and Maintenance Map: The Board reviewed the Operations and Maintenance Map prepared by SDMS.

RECORD OF PROCEEDINGS

Second Amended and Restated Design and Landscape Guidelines: Ms. Ripko presented to the Board the Second Amended and Restated Design and Landscape Guidelines and Resolution for the same. Ms. Ripko will distribute the document to the Board in advance of the October meeting for their review.

Second Amended and Restated Resolution Adopting Policies and Procedures Governing the Enforcement of Protective Covenants: Ms. Ripko presented to the Board the Second Amended and Restated Resolution Adopting Policies and Procedures Governing the Enforcement of Protective Covenants. Ms. Ripko will distribute the document to the Board in advance of the October meeting for their review.

EXECUTIVE SESSION

EXECUTIVE SESSION: Pursuant to Section 24-6-402(4)(b) of the Colorado Revised Statutes, upon motion duly made by Director Johnson, seconded by Director McEachen and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 3:00 p.m. on September 24, 2019 for the sole purpose of receiving legal advice from the Board's attorney on specific legal questions related to contract negotiations as authorized by Section 24-6-402(4)(b), C.R.S. Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitute privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Wagner, the Board reconvened in regular session at 3:08 p.m. No action was taken.

OTHER BUSINESS MATTERS

There was no other business for discussion at this time.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

Attorney Statement

REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(4)(b), C.R.S., I attest that, in my capacity as the attorney representing the Denver Connection West Metropolitan District, I attended the executive session meeting for the Denver Connection West Metropolitan District which convened at 3:00 p.m. on September 24, 2019 for the sole purpose of receiving from the Board's attorney, legal advice on specific legal questions as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Signed

Elisabeth Cortese, Attorney for the District

Dated:

September 24, 2019

DENVER CONNECTION WEST METRO DISTRICT

Board Meeting Project Status

September 24, 2019



Project Work

Cost Certification

- Cost Certification #19

Construction Contract Documents

Contractor Contracts

- MW Golden Acceptance and Retainage Release
- Brightview Acceptance and Retainage Release
 - Punchlist items complete – Scheduling final walk through
- Thoutt Brother's Acceptance and Retainage Release
 - Work complete – awaiting Thoutt's request for Substantial Completion

District Contract Change Orders

- MW Golden
 - Change Order 29 – Picture Frame Fence Mesh - \$21,083.88 – Recommend Approval
 - Change Order Request – Extended General Conditions - \$135,157.00 – In Negotiations

Consultant/Vendor Agreements

Consultant/Vendor Agreements

- Other Winterization – Requested proposal
- Spa Equipment Evaluation – Front Range Recreation site visit set for September 24, 2019 at 1:30 - Can equipment handle winter use of the spa? – Fee \$120.00

Consultant/Vendor Task Orders

- All American Electrostatic
 - Task Order 3 – Paint Gate after SRF repair – \$350 - Was approved last month if amount was less than \$500
- Godden Sudik
 - Task Order 2 – Additional Services – \$15,335.00 – Already overbilled by \$2,415.56

Other Matters

Do residents want fire place on timer instead of remote?

Denver Connection West Metropolitan District
October-19

	General		Debt		Capital		Special Revenue	Totals	
							Fund		
Disbursements	\$	22,396.97	\$	5,500.00	\$	18,377.97	\$	24,859.70	\$ 71,134.64
Xpress Bill Pay	\$	22.32	\$	-				\$	22.32
Total Disbursements from Checking Acct	\$	22,419.29	\$	5,500.00	\$	18,377.97	\$	24,859.70	\$ 71,156.96

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Vendor Name	Invoice Number	Description	GL Account	Invoice Date	Invoice Amount	Input Date
Absolute Pool Management, LLC						
Absolute Pool Manageme	10745	Pool Maint	5-758	07/25/2019	95.00	10/09/2019
Absolute Pool Manageme	10751	Pool Maint	5-758	07/29/2019	800.00	10/09/2019
Absolute Pool Manageme	10757	Pool Maint	5-758	07/31/2019	142.50	10/09/2019
Absolute Pool Manageme	10813	Pool Maint	5-758	10/01/2019	2,000.00	10/09/2019
Absolute Pool Manageme	10816	Pool Maint	5-758	10/01/2019	490.00	10/09/2019
Absolute Pool Manageme	10821	Pool Maint	5-758	09/17/2019	180.00	10/09/2019
Absolute Pool Manageme	10822	Pool Maint	5-758	09/25/2019	199.34	10/09/2019
Total Absolute Pool Management, LLC:					3,906.84	
Altitude Community Law P.C.						
Altitude Community Law	1371 9/19	Legal	5-749	09/23/2019	901.75	10/09/2019
Total Altitude Community Law P.C.:					901.75	
Avion at Denver Connection Townhomes						
Avion at Denver Connecti	REFUND 10/19	Refund	5-748	10/04/2019	840.40	10/09/2019
Total Avion at Denver Connection Townhomes:					840.40	
Brownstein Hyatt Farber Schreck						
Brownstein Hyatt Farber	772582	admin	5-759	09/10/2019	978.88	10/09/2019
Total Brownstein Hyatt Farber Schreck:					978.88	
CliftonLarsonAllen, LLP						
CliftonLarsonAllen, LLP	2248409	Accounting General	1-612	09/23/2019	3,889.95	10/09/2019
Total CliftonLarsonAllen, LLP:					3,889.95	
Denver Water						
Denver Water	15898 10/19	1798771346	5-747	09/17/2019	2,241.61	10/09/2019
Denver Water	4746 10/19	5301610208	5-747	09/17/2019	544.02	10/09/2019
Total Denver Water:					2,785.63	
Dodge Data & Analytics						
Dodge Data & Analytics	A40019533	Publication	1-685	09/12/2019	46.92	10/09/2019
Dodge Data & Analytics	A40019627	Publication	1-685	09/24/2019	59.16	10/09/2019
Total Dodge Data & Analytics:					106.08	
Flame Designs LLC						
Flame Designs LLC	100916	Clubhouse/Supplies	5-720	10/07/2019	250.00	10/09/2019
Total Flame Designs LLC:					250.00	
IDES LLC						
IDES LLC	DEN087.31	Capital Project	3-762	09/30/2019	8,450.68	10/09/2019
Total IDES LLC:					8,450.68	

Vendor Name	Invoice Number	Description	GL Account	Invoice Date	Invoice Amount	Input Date
McGeady Becher P.C.						
McGeady Becher P.C.	132C 8/19	Legal General	1-675	08/31/2019	13,458.22	10/09/2019
McGeady Becher P.C.	132C 8/19	Legal Capital	3-675	08/31/2019	6,723.29	10/09/2019
Total McGeady Becher P.C.:					20,181.51	
MGT Landscaping Inc						
MGT Landscaping Inc	13649	Maintenance and Repair	5-761	09/18/2019	1,533.00	10/09/2019
Total MGT Landscaping Inc:					1,533.00	
Norris Design, Inc.						
Norris Design, Inc.	01-53107	Construction	3-762	08/31/2019	3,204.00	10/09/2019
Total Norris Design, Inc.:					3,204.00	
Pet Scoop						
Pet Scoop	250172	Dog Station Maint	5-735	09/30/2019	764.00	10/09/2019
Total Pet Scoop:					764.00	
Special Dist Management Svcs						
Special Dist Management	58837	Admin Management	5-749	09/30/2019	76.00	10/09/2019
Special Dist Management	58837	Office	1-685	09/30/2019	434.72	10/09/2019
Special Dist Management	58837	Management -Operations	5-745	09/30/2019	1,007.00	10/09/2019
Special Dist Management	58837	Management General	1-680	09/30/2019	4,508.00	10/09/2019
Special Dist Management	58837	Field Maintenance and R	5-760	09/30/2019	412.50	10/09/2019
Special Dist Management	58837	Fee Tracking and Collecti	5-747	09/30/2019	864.50	10/09/2019
Special Dist Management	58837	Covenant Control	5-780	09/30/2019	4,008.00	10/09/2019
Total Special Dist Management Svcs:					11,310.72	
Specialized Cleaning Services						
Specialized Cleaning Ser	11831	Janitorial HUB service	5-720	09/27/2019	1,575.00	10/15/2019
Total Specialized Cleaning Services:					1,575.00	
UMB Bank, N.A.						
UMB Bank, N.A.	681086	Trustee Fee	2-668	09/09/2019	2,000.00	10/09/2019
UMB Bank, N.A.	681088	Trustee Fee	2-668	09/09/2019	3,500.00	10/09/2019
Total UMB Bank, N.A.:					5,500.00	
YMCA of Metropolitan Denver						
YMCA of Metropolitan De	09101953	Management Fee	5-745	09/10/2019	4,956.20	10/09/2019
Total YMCA of Metropolitan Denver:					4,956.20	
Grand Totals:					71,134.64	

Vendor Name	Invoice Number	Description	GL Account	Invoice Date	Invoice Amount	Input Date
-------------	----------------	-------------	------------	--------------	----------------	------------

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Only unpaid invoices included.

DENVER CONNECTION WEST METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

AUGUST 31, 2019



CliftonLarsonAllen LLP
CLAconnect.com

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 August 31, 2019, and the related statement of revenues, expenditures, and changes in fund balance - actual, for the period from January 01, 2019 through August 31, 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 Standard's 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
October 14, 2019

DENVER CONNECTION WEST METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
AUGUST 31, 2019

	General	Special Revenue	Debt Service	Capital Projects	Total
ASSETS					
Cash - Checking	\$ 66,390	\$ 94,356	\$ 14	\$ 31,219	\$ 191,979
Cash - Xpress Deposit Account	-	27,969	-	-	27,969
Colotrust	-	-	316,337	-	316,337
UMB - Surplus Fund 2017A	-	-	993,442	-	993,442
UMB - Bond Fund Series 2017A	-	-	540,029	-	540,029
UMB - Reserve Fund Series 2017A	-	-	793,566	-	793,566
Accounts receivable	-	10,989	-	-	10,989
Receivable from County Treasurer	291	-	1,163	-	1,454
TOTAL ASSETS	<u>\$ 66,681</u>	<u>\$ 133,314</u>	<u>\$ 2,644,551</u>	<u>\$ 31,219</u>	<u>\$ 2,875,765</u>
LIABILITIES AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts payable	\$ 31,351	\$ 29,243	\$ -	\$ 37,324	\$ 97,918
Due to County Treasurer	2,648	-	10,593	-	13,241
Total Liabilities	<u>33,999</u>	<u>29,243</u>	<u>10,593</u>	<u>37,324</u>	<u>111,159</u>
FUND BALANCES					
Total Fund Balances	<u>32,682</u>	<u>104,071</u>	<u>2,633,958</u>	<u>(6,105)</u>	<u>2,764,606</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 66,681</u>	<u>\$ 133,314</u>	<u>\$ 2,644,551</u>	<u>\$ 31,219</u>	<u>\$ 2,875,765</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 EIGHT MONTHS ENDED AUGUST 31, 2019

GENERAL FUND

	Amended Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 40	\$ -	\$ (40)
Property taxes	46,764	32,549	(14,215)
<i>Specific ownership tax</i>	<u>2,806</u>	<u>2,297</u>	<u>(509)</u>
TOTAL REVENUES	<u>49,610</u>	<u>34,846</u>	<u>(14,764)</u>
EXPENDITURES			
Accounting	25,000	19,699	5,301
Auditing	5,000	4,900	100
Contingency	3,532	-	3,532
County Treasurer's fee	468	296	172
District management	45,000	35,675	9,325
Legal services	25,000	37,597	(12,597)
Miscellaneous	<u>1,000</u>	<u>6,741</u>	<u>(5,741)</u>
TOTAL EXPENDITURES	<u>105,000</u>	<u>104,908</u>	<u>92</u>
NET CHANGE IN FUND BALANCES	(55,390)	(70,062)	(14,672)
FUND BALANCES - BEGINNING	<u>104,252</u>	<u>102,744</u>	<u>(1,508)</u>
FUND BALANCES - ENDING	<u>\$ 48,862</u>	<u>\$ 32,682</u>	<u>\$ (16,180)</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 EIGHT MONTHS ENDED AUGUST 31, 2019

SPECIAL REVENUE FUND

	Current Month	Year to Date Actual	Amended Budget	Variance
REVENUES				
Admin fees	\$ 3,000	\$ 16,100	\$ 20,000	(3,900)
Miscellaneous income	-	100	-	100
Operations and Maintenance Fee	1,580	229,086	345,780	(116,694)
TOTAL REVENUES	<u>4,580</u>	<u>245,286</u>	<u>365,780</u>	<u>(120,494)</u>
EXPENDITURES				
Administrative management	6,124	17,134	27,850	10,716
Clubhouse operations/supplies	7,121	24,518	20,700	(3,818)
Contingency	-	-	6,664	6,664
Covenant control	6,068	29,694	1,000	(28,694)
Dog Park Maintenance	842	3,322	2,000	(1,322)
Dues and licenses	-	630	630	-
Insurance and bonds	96	23,266	4,796	(18,470)
Landscape improvements	-	-	10,640	10,640
Landscape Maintenance	1,533	8,066	65,668	57,602
Miscellaneous	-	-	1,000	1,000
Pool Maintenance	4,627	18,755	15,150	(3,605)
Repairs and maintenance	-	6,651	33,417	26,766
Reserve for Capital improvements	-	-	51,972	51,972
Security	1,778	6,283	-	(6,283)
Snow Removal	-	16,424	8,390	(8,034)
Utility - electricity	1,666	8,644	16,000	7,356
Utility - sewer	-	-	2,400	2,400
Utility - water	2,425	4,972	31,723	26,751
TOTAL EXPENDITURES	<u>32,280</u>	<u>168,359</u>	<u>300,000</u>	<u>131,641</u>
NET CHANGE IN FUND BALANCES	(27,700)	76,927	65,780	11,147
FUND BALANCES - BEGINNING	<u>130,261</u>	<u>27,142</u>	<u>-</u>	<u>27,142</u>
FUND BALANCES - ENDING	<u>\$ 102,561</u>	<u>\$ 104,069</u>	<u>\$ 65,780</u>	<u>\$ 38,289</u>

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

SUPPLEMENTARY INFORMATION

DENVER CONNECTION WEST METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2019

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 187,066	\$ 130,203	\$ (56,863)
Specific ownership tax	11,224	9,189	(2,035)
Interest income	35,000	23,993	(11,007)
Facilities fees	627,000	345,000	(282,000)
TOTAL REVENUES	<u>860,290</u>	<u>508,385</u>	<u>(351,905)</u>
EXPENDITURES			
County Treasurer's fee	1,871	1,184	687
Bond interest - Series 2017A	520,838	260,419	260,419
Bond interest - Series 2017B	379,835	-	379,835
TOTAL EXPENDITURES	<u>902,544</u>	<u>261,603</u>	<u>640,941</u>
NET CHANGE IN FUND BALANCES	(42,254)	246,782	289,036
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>\$ 2,633,958</u>	<u>\$ 411,570</u>

DENVER CONNECTION WEST METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2019

CAPITAL PROJECTS FUND

	Amended Budget	Year to Date Actual	Variance
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Engineering	30,000	88,752	(58,752)
Architecture	25,000	2,161	22,839
Capital outlay	6,468,500	1,632,606	4,835,894
Accounting	31,500	13,440	18,060
District management	57,000	26,199	30,801
Legal services	33,000	35,256	(2,256)
TOTAL EXPENDITURES	6,645,000	1,798,414	4,846,586
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(6,645,000)	(1,798,414)	4,846,586
OTHER FINANCING SOURCES (USES)			
Developer advance	7,622,761	2,770,071	(4,852,690)
TOTAL OTHER FINANCING SOURCES (USES)	7,622,761	2,770,071	(4,852,690)
NET CHANGE IN FUND BALANCES	977,761	971,657	(6,104)
FUND BALANCES - BEGINNING	(977,761)	(977,761)	-
FUND BALANCES - ENDING	\$ -	\$ (6,104)	\$ (6,104)

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

**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 METROPOLITAN DISTRICT
Property Taxes Reconciliation
2019

	Current Year						Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownersh Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received	
								Monthly	Y-T-D
January	\$ 3,523.94	\$ -	\$ 699.60	\$ -	\$ (35.24)	\$ -	4,188.30	1.51%	1.51%
February	53,282.05	-	3,038.39	-	(532.82)	-	55,787.62	22.79%	24.29%
March	15,528.72	-	1,124.61	2.09	(155.31)	-	16,500.11	6.64%	30.93%
April	42,272.78	-	1,301.94	(4,227.05)	(380.46)	-	38,967.21	18.08%	49.01%
May	67,262.08	(14,246.00)	1,284.36	(2,001.54)	(510.14)	-	51,788.76	22.67%	71.69%
June	50,315.61	(44,313.50)	1,199.03	(6,646.96)	6.45	(638.40)	1,199.03	2.57%	74.25%
July	912.34	(11,785.50)	1,384.64	(1,856.99)	127.31	(12,602.84)	1,384.64	-4.65%	69.60%
August	-	-	1,453.36	-	-	-	1,453.36	0.00%	69.60%
September	740.71	-	1,301.98	18.98	(7.60)	752.09	1,301.98	0.32%	69.92%
October	-	-	-	-	-	-	-	0.00%	69.92%
November	-	-	-	-	-	-	-	0.00%	69.92%
December (accrued)	-	-	-	-	-	-	-	0.00%	69.92%
	\$ 233,838.23	\$ (70,345.00)	\$ 12,787.91	\$ (14,711.47)	\$ (1,487.81)	\$ (12,489.15)	\$ 172,571.01	69.92%	69.92%
							\$ 157,797.50	100.00%	100.00%

Property Tax

General Fund	\$ 46,764	20.00%	\$ 32,697.24	69.92%
Debt Service Fund	187,066	80.00%	130,795.99	69.92%
Total	\$ 233,830	100.00%	\$ 163,493.23	69.92%

Tax rebates due to Denver County

As of 1/1/2018	\$ -
Amounts withheld in 2019	(70,345.00)
Amounts paid in 2019	57,855.85
Total due as of 09/30/2019	(12,489.15)

**Specific Ownersh
Tax**

General Fund	\$ 2,806	20.00%	\$ 2,557.58	91.15%
Debt Service Fund	11,224	80.00%	10,230.33	91.15%
Total	\$ 14,030	100.00%	\$ 12,787.91	91.15%

Treasurer's Fees

General Fund	\$ 468	20.00%	\$ 297.56	63.58%
Debt Service Fund	1,871	80.00%	1,190.25	63.62%
Total	\$ 2,339	100.00%	\$ 1,487.81	63.61%

DENVER CONNECTION WEST
Schedule of Developer Advances
Updated as of September 30, 2019

Summary of Developer Advances					
<u>Description</u>	<u>Date</u>	<u>General Fund Operation</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Fund Cap. Acquisition</u>	<u>Total</u>
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	15,351.90	19,916.20
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	-	-	939,036.41	939,036.41
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	-	-	809,628.31	809,628.31
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	-	-	662,283.45	662,283.45
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	-	-	110,761.05	110,761.05
DEVELOPER ADVANCE	10/26/18	8,766.61	634,423.41	-	643,190.02
DEVELOPER ADVANCE - CAP REQ NO. 11	11/27/18	-	-	639,021.44	639,021.44
DEVELOPER ADVANCE	11/30/18	10,578.45	432,358.09	-	442,936.54
DEVELOPER ADVANCE - CAP REQ NO. 12	11/30/18	-	-	1,617,123.47	1,617,123.47
DEVELOPER ADVANCE - CAP REQ NO. 13	12/31/18	-	-	118,677.19	118,677.19
DEVELOPER ADVANCE - CAP REQ NO. 14	12/31/18	-	-	629,015.12	629,015.12
INTEREST ON DEVELOPER ADVANCE	12/31/18	6,028.20	172,329.15	333,767.75	512,125.10
DEVELOPER ADVANCE	01/15/19	-	531,380.96	-	531,380.96
DEVELOPER ADVANCE	02/05/19	-	412,353.99	-	412,353.99
DEVELOPER ADVANCE	04/01/19	-	341,050.23	-	341,050.23
DEVELOPER ADVANCE	04/01/19	-	232,893.48	-	232,893.48
DEVELOPER ADVANCE - CAP REQ NO. 15	04/23/19	-	-	38,403.86	38,403.86
DEVELOPER ADVANCE	05/02/19	-	100,851.47	-	100,851.47
DEVELOPER ADVANCE - CAP REQ NO. 16	05/28/19	-	-	16,111.52	16,111.52
DEVELOPER ADVANCE	07/01/19	-	177,102.39	-	177,102.39
DEVELOPER ADVANCE - CAP REQ NO. 17	07/08/19	-	-	85,788.22	85,788.22
DEVELOPER ADVANCE	07/09/19	-	187,190.84	-	187,190.84
DEVELOPER ADVANCE	08/05/19	-	179,393.16	-	179,393.16
DEVELOPER ADVANCE - CAP REQ NO. 18	08/27/19	-	-	467,550.60	467,550.60
DEVELOPER ADVANCE	09/06/19	-	10,894.82	-	10,894.82
DEVELOPER ADVANCE - CAP REQ NO. 19	09/17/19	-	-	257,015.92	257,015.92
INTEREST ON DEVELOPER ADVANCE	10/08/19	6,616.35	370,525.18	515,880.54	893,022.07
Total To Date		\$ 124,280.55	\$ 7,459,579.03	\$ 10,224,750.40	\$ 17,808,609.98

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

DENVER CONNECTION WEST METROPOLITAN DISTRICT
Schedule of Cash Deposits & Investments
August 31, 2019
Updated as of October 15, 2019

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total
<u>1st Bank - Checking account</u>					
Balance as of 8/31/2019	\$ 66,389.70	\$ 94,355.79	\$ 13.93	\$ 31,219.22	\$ 191,978.64
Subsequent activities:					
09/01/19 Held checks - August	(4,136.33)	-	-	(10,894.82)	(15,031.15)
Sep-19 Admin, Operations & Maintenance Fees - September	-	2,066.25	-	-	2,066.25
09/03/19 Paymentech fee	-	(82.59)	-	-	(82.59)
09/05/19 Xpress Bill Pay fee	-	(48.96)	-	-	(48.96)
09/06/19 Developer advance to cover August check run	-	-	-	10,894.82	10,894.82
09/10/19 Property Tax	290.67	-	1,162.69	-	1,453.36
09/16/19 Checks # 1324 - 1340	(17,602.04)	(31,664.93)	-	(16,990.01)	(66,256.98)
09/17/19 Transfer from Xpress Deposit account	-	3,695.00	-	-	3,695.00
Oct-19 Admin, Operations & Maintenance Fees - October	-	8,372.36	-	-	8,372.36
10/03/19 Paymentech fee	-	(31.20)	-	-	(31.20)
10/04/19 Xpress Bill Pay fee	-	(22.32)	-	-	(22.32)
10/10/19 Property Tax	260.40	-	1,041.58	-	1,301.98
Anticipated vouchers payable - October	(15,729.97)	(30,572.41)	(5,500.00)	(19,356.85)	(71,159.23)
Anticipated developer advance to cover September check run	-	-	-	19,324.31	19,324.31
Anticipated transfer from Colotrust	-	-	3,400.00	-	3,400.00
<i>Anticipated Balance</i>	<u>29,472.43</u>	<u>46,066.99</u>	<u>118.20</u>	<u>14,196.67</u>	<u>89,854.29</u>
<u>Xpress Deposit Account</u>					
Balance as of 8/31/2019	-	27,969.00	-	-	27,969.00
Subsequent activities:					
Sep-19 Admin and O&M Fees - Sept	-	1,996.53	-	-	1,996.53
09/17/19 Transfer to 1st Bank Checking	-	(3,695.00)	-	-	(3,695.00)
Oct-19 Admin, Operations & Maintenance Fees - October	-	4,826.00	-	-	4,826.00
<i>Anticipated Balance</i>	<u>-</u>	<u>31,096.53</u>	<u>-</u>	<u>-</u>	<u>31,096.53</u>
<u>INVESTMENTS</u>					
<u>Colotrust Plus</u>					
Balance as of 8/31/2019	-	-	316,336.68	-	316,336.68
Subsequent activities:					
09/30/19 Deposit - SDF	-	-	27,000.00	-	27,000.00
09/30/19 Interest income	-	-	570.16	-	570.16
Anticipated transfer to 1st Bank checking	-	-	(3,400.00)	-	(3,400.00)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>340,506.84</u>	<u>-</u>	<u>340,506.84</u>
<u>UMB - Bond Fund Series 2017A</u>					
Balance as of 8/31/2019	-	-	540,028.67	-	540,028.67
Subsequent activities:					
09/30/19 Interest income	-	-	852.12	-	852.12
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>540,880.79</u>	<u>-</u>	<u>540,880.79</u>
<u>UMB - Reserve Fund Series 2017A</u>					
Balance as of 8/31/2019	-	-	793,565.65	-	793,565.65
Subsequent activities:					
09/30/19 Interest income	-	-	1,250.25	-	1,250.25
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>794,815.90</u>	<u>-</u>	<u>794,815.90</u>
<u>UMB - Surplus Fund 2017A</u>					
Balance as of 8/31/2019	-	-	993,441.51	-	993,441.51
Subsequent activities:					
09/30/19 Interest income	-	-	1,566.11	-	1,566.11
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>995,007.62</u>	<u>-</u>	<u>995,007.62</u>
<i>Anticipated Balances by fund</i>	<u>\$ 29,472.43</u>	<u>\$ 77,163.52</u>	<u>\$ 2,671,329.35</u>	<u>\$ 14,196.67</u>	<u>\$ 2,792,161.97</u>

Yield information @ 09/30/19

UMB Bank (invested in CSAFE) - 2.10%
CT Plus - 2.19%



October 15, 2019

To the Board of Directors and Management
Denver Connection West Metropolitan District
c/o CliftonLarsonAllen, LLP
8390 E Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111

We are pleased to confirm our understanding of the services we are to provide Denver Connection West Metropolitan District (the District) for the year ended December 31, 2019. We will audit the financial statements of the governmental activities and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2019.

We have also been engaged to report on supplementary information that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Debt Service Fund – Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual
- 2) Capital Projects Fund – Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Schedule of Debt Services Requirements to Maturity
- 2) Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and

liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees,

regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Dazzio & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dazzio & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agency or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Stephen Dazzio is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$4,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected

circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Duggio & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Denver Connection West Metropolitan District.

Management signature: _____

Title: _____

Date: _____

Board signature: _____

Title: _____

Date: _____

DENVER CONNECTION WEST METROPOLITAN DISTRICT

McGeady Becher, PC
450 E 17th Ave., Suite 400
Denver, CO 80203-1254

Our auditors, Dazzio & Associates, PC, 8200 S. Quebec St., Suite A3259, Centennial, Colorado, 80112, are conducting an audit of our financial statements at December 31, 2019 and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of the District in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$5,000 individually or in the aggregate. The description of each matter should include:

- 1) the nature of the litigation;
- 2) the progress of the matter to date;
- 3) how management of the District is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with *FASB Accounting Standards Codification 450, Contingencies* (link) .

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of *FASB Accounting Standards Codification 450, Contingencies* (link) (excerpts

of which can be found in the ABA's *Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of December 31, 2019, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Very truly yours,

Denver Connection West Metropolitan District



CliftonLarsonAllen LLP
CLAconnect.com

Accountant's Compilation Report

Board of Directors
Denver Connection West Metropolitan District

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Denver Connection West Metropolitan District for the year ending December 31, 2020, including the estimate of comparative information for the year ended December 31, 2019 and the actual comparative information for the year ended December 31, 2018 in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105 and the related summary of significant assumptions in accordance with guidelines for the presentation of a budget established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the 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 the accompanying budget.

The budgeted results may not be achieved as there will usually be differences between the budgeted 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.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

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

Greenwood Village, Colorado
_____, 2020

**DENVER CONNECTION WEST METROPOLITAN DISTRICT
SUMMARY
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 7/31/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCES	\$ 1,710,986	\$ 1,391,133	\$ 1,539,301	\$ 1,539,301	\$ 1,865,046
REVENUE					
Property taxes	157,915	233,830	162,752	163,485	675,004
Specific ownership tax	9,427	14,030	10,033	14,024	36,280
Interest income	38,685	35,040	19,837	25,000	17,100
Facilities fees	981,000	627,000	303,000	303,000	324,000
Admin fees	27,800	20,000	13,100	27,200	11,700
Operations and Maintenance Fees	90,618	345,780	227,506	420,384	506,028
Other revenue	-	-	100	100	-
Developer advance	12,012,370	7,622,761	2,123,127	7,573,901	2,080,000
Total revenue	13,317,815	8,898,441	2,859,455	10,071,074	3,650,112
TRANSFERS IN	2,548	-	-	-	-
Total funds available	15,031,349	10,289,574	4,398,756	11,610,375	5,515,158
EXPENDITURES					
General Fund	86,916	105,000	81,718	137,000	142,000
Special Revenue Fund	-	300,000	131,904	375,000	605,000
Debt Service Fund	677,654	902,544	261,603	1,093,209	909,738
Capital Projects Fund	12,724,930	6,645,000	1,308,351	8,140,120	2,080,000
Total expenditures	13,489,500	7,952,544	1,783,576	9,745,329	3,736,738
TRANSFERS OUT	2,548	-	-	-	-
Total expenditures and transfers out requiring appropriation	13,492,048	7,952,544	1,783,576	9,745,329	3,736,738
ENDING FUND BALANCES	\$ 1,539,301	\$ 2,337,030	\$ 2,615,180	\$ 1,865,046	\$ 1,778,420
EMERGENCY RESERVE	\$ 4,600	\$ 1,600	\$ 1,000	\$ 1,100	\$ 4,300
DEBT SERVICE RESERVE 2017A BONDS	793,519	793,519	793,519	793,519	793,519
TOTAL RESERVE	\$ 798,119	\$ 795,119	\$ 794,519	\$ 794,619	\$ 797,819

PRELIMINARY DRAFT - SUBJECT TO REVISION

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
PROPERTY TAX SUMMARY INFORMATION
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 7/31/2019	ESTIMATED 2019	BUDGET 2020
ASSESSED VALUATION - DENVER COUNTY					
Residential	\$ -	\$ 1,662,640	\$ 1,662,640	\$ 1,662,640	\$ 8,975,340
Commercial	1,050	3,900	3,900	3,900	366,280
Agricultural	6,820	-	-	-	-
State assessed	-	23,800	23,800	23,800	292,500
Vacant land	3,150,070	2,539,810	2,539,810	2,539,810	1,228,690
	3,157,940	4,230,150	4,230,150	4,230,150	10,862,810
Adjustments	360	-	-	-	-
Certified Assessed Value	\$ 3,158,300	\$ 4,230,150	\$ 4,230,150	\$ 4,230,150	\$ 10,862,810
MILL LEVY					
General	10.000	11.055	11.055	11.055	11.133
Debt Service	40.000	44.222	44.222	44.222	44.531
Refund and abatements	0.000	0.000	0.000	0.000	6.475
Total mill levy	50.000	55.277	55.277	55.277	62.139
PROPERTY TAXES					
General	\$ 31,583	\$ 46,764	\$ 46,764	\$ 46,764	\$ 120,936
Debt Service	126,332	187,066	187,066	187,066	483,732
Refund and abatements	-	-	-	-	70,337
Levied property taxes	157,915	233,830	233,830	233,830	675,005
Adjustments to actual/rounding	-	-	(733)	-	-
Refunds and abatements	-	-	(70,345)	(70,345)	-
Budgeted property taxes	\$ 157,915	\$ 233,830	\$ 162,752	\$ 163,485	\$ 675,005
BUDGETED PROPERTY TAXES					
General	\$ 31,583	\$ 46,764	\$ 32,549	\$ 32,696	\$ 135,003
Debt Service	126,332	187,066	130,203	130,789	540,001
	\$ 157,915	\$ 233,830	\$ 162,752	\$ 163,485	\$ 675,005

PRELIMINARY DRAFT - SUBJECT TO REVISION

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
GENERAL FUND
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 7/31/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ (1,246)	\$ 104,252	\$ 104,252	\$ 104,252	\$ 2,748
REVENUE					
Property taxes	31,583	46,764	32,549	32,696	135,003
Specific ownership tax	1,887	2,806	2,007	2,800	7,256
Interest income	39	40	-	-	100
Developer advance	66,121	-	-	-	-
Admin fees	27,800	-	-	-	-
Operations and Maintenance Fees	90,618	-	-	-	-
Total revenue	218,048	49,610	34,556	35,496	142,359
Total funds available	216,802	153,862	138,808	139,748	145,107
EXPENDITURES					
Accounting	16,307	25,000	15,809	29,000	26,000
Auditing	4,900	5,000	4,900	4,900	5,000
County Treasurer's fee	266	468	296	490	1,350
Dues and licenses	3,328	-	-	-	-
Insurance and bonds	2,996	-	-	-	-
District management	23,270	45,000	29,156	48,000	46,000
Legal services	18,286	25,000	24,019	41,000	35,000
Miscellaneous	4,222	1,000	7,538	10,000	5,000
Election	272	-	-	-	20,000
Administrative management	13,069	-	-	-	-
Contingency	-	3,532	-	3,610	3,650
Total expenditures	86,916	105,000	81,718	137,000	142,000
Total expenditures and transfers out requiring appropriation	86,916	105,000	81,718	137,000	142,000
ENDING FUND BALANCE	\$ 129,886	\$ 48,862	\$ 57,090	\$ 2,748	\$ 3,107
EMERGENCY RESERVE	\$ 4,600	\$ 1,600	\$ 1,000	\$ 1,100	\$ 4,300
TOTAL RESERVE	\$ 4,600	\$ 1,600	\$ 1,000	\$ 1,100	\$ 4,300

PRELIMINARY DRAFT - SUBJECT TO REVISION

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
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,

10/14/19

	ACTUAL 2018	AMENDED BUDGET 2019	ACTUAL 7/31/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ -	\$ -	\$ 25,634	\$ 25,634	\$ 98,318
REVENUE					
Admin fees	-	20,000	13,100	27,200	11,700
Operations and Maintenance Fees	-	345,780	227,506	420,384	506,028
Other revenue	-	-	100	100	-
Total revenue	-	365,780	240,706	447,684	517,728
Total funds available	-	365,780	266,340	473,318	616,046
EXPENDITURES					
General and administrative					
Dues and licenses	-	630	630	630	1,000
Insurance and bonds	-	4,796	23,170	23,170	25,000
Miscellaneous	-	1,000	-	1,000	1,000
Administrative management	-	27,850	11,010	55,640	95,460
Contingency	-	6,664	-	6,383	4,810
Operations and maintenance					
Clubhouse operations/supplies	-	20,700	17,397	66,820	142,480
Covenant control	-	1,000	23,626	50,000	50,000
Utility - sewer	-	2,400	-	-	-
Utility - water	-	31,723	2,548	8,506	25,000
Utility - electricity	-	16,000	6,978	10,002	9,600
Snow Removal	-	8,390	16,424	20,000	20,000
Security	-	-	4,505	11,000	14,150
Maintenance/repairs					
Dog park maintenance	-	2,000	2,480	5,270	8,000
Pool maintenance	-	15,150	14,128	25,975	22,500
Repairs and maintenance	-	33,417	2,475	15,000	30,000
Landscaping maintenance	-	65,668	6,533	23,632	91,000
Landscaping improvements	-	10,640	-	-	10,000
Capital					
Reserve for Capital improvements	-	51,972	-	51,972	55,000
Total expenditures	-	300,000	131,904	375,000	605,000
Total expenditures and transfers out requiring appropriation	-	300,000	131,904	375,000	605,000
ENDING FUND BALANCE	\$ -	\$ 65,780	\$ 134,436	\$ 98,318	\$ 11,046

PRELIMINARY DRAFT - SUBJECT TO REVISION

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
DEBT SERVICE FUND
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 7/31/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ 1,908,775	\$ 2,264,642	\$ 2,387,176	\$ 2,387,176	\$ 1,763,980
REVENUE					
Property taxes	126,332	187,066	130,203	130,789	540,001
Specific ownership tax	7,540	11,224	8,026	11,224	29,024
Interest income	38,635	35,000	19,837	25,000	17,000
Facilities fees	981,000	627,000	303,000	303,000	324,000
Total revenue	1,153,507	860,290	461,066	470,013	910,025
TRANSFERS IN					
Transfers from other funds	2,548	-	-	-	-
Total funds available	3,064,830	3,124,932	2,848,242	2,857,189	2,674,005
EXPENDITURES					
General and administrative					
County Treasurer's fee	1,316	1,871	1,184	1,871	5,400
Debt Service					
Bond interest - Series 2017A	520,838	520,838	260,419	520,838	520,838
Bond interest - Series 2017B	150,000	379,835	-	334,198	184,656
Bond principal - Series 2017B	-	-	-	230,802	193,344
Paying agent fees	5,500	-	-	5,500	5,500
Total expenditures	677,654	902,544	261,603	1,093,209	909,738
TRANSFERS OUT					
Transfers to other fund	-	-	-	-	-
Total expenditures and transfers out requiring appropriation	677,654	902,544	261,603	1,093,209	909,738
ENDING FUND BALANCE	\$ 2,387,176	\$ 2,222,388	\$ 2,586,639	\$ 1,763,980	\$ 1,764,267
DEBT SERVICE RESERVE 2017A BONDS	\$ 793,519	\$ 793,519	\$ 793,519	\$ 793,519	\$ 793,519
SURPLUS RESERVE	969,000	969,000	969,000	969,000	969,000
DEBT SERVICE FUND BALANCE	624,657	459,869	824,120	1,461	1,748
TOTAL RESERVE	\$ 2,387,176	\$ 2,222,388	\$ 2,586,639	\$ 1,763,980	\$ 1,764,267

PRELIMINARY DRAFT - SUBJECT TO REVISION

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
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/19

	ACTUAL 2018	AMENDED BUDGET 2019	ACTUAL 7/31/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ (196,543)	\$ (977,761)	\$ (977,761)	\$ (977,761)	\$ -
REVENUE					
Interest income	11	-	-	-	-
Developer advance	11,946,249	7,622,761	2,123,127	7,573,901	2,080,000
Denver County Reimbursement	-	-	-	1,543,980	-
Total revenue	11,946,260	7,622,761	2,123,127	9,117,881	2,080,000
TRANSFERS IN					
Transfers from other funds	-	-	-	-	-
Total funds available	11,749,717	6,645,000	1,145,366	8,140,120	2,080,000
EXPENDITURES					
General and Administrative					
Accounting	24,461	31,500	13,441	13,441	-
District management	32,609	57,000	26,199	26,199	-
Legal services	31,769	33,000	28,653	33,000	25,000
Repayment of Developer Advances	-	-	-	1,543,980	-
Capital Projects					
Architecture	27,931	25,000	2,161	25,000	25,000
Landscaping	480,528	-	-	-	-
Engineering	143,850	30,000	-	30,000	30,000
Capital outlay - HUB	6,726,944	-	-	-	-
Capital outlay	5,256,838	6,468,500	1,237,897	6,468,500	2,000,000
Total expenditures	12,724,930	6,645,000	1,308,351	8,140,120	2,080,000
TRANSFERS OUT					
Transfers to other fund	2,548	-	-	-	-
Total expenditures and transfers out requiring appropriation	12,727,478	6,645,000	1,308,351	8,140,120	2,080,000
ENDING FUND BALANCE	\$ (977,761)	\$ -	\$ (162,985)	\$ -	\$ -

PRELIMINARY DRAFT - SUBJECT TO REVISION

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
2020 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 55.664 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, 2020, the adjusted maximum mill levy for debt service is 44.531 mills and the general fund mill levy increased to 11.133 from 10.000 mills.

PRELIMINARY DRAFT - SUBJECT TO REVISION

**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 1.00%.

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 2020 the District will have 117 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 \$506,028. It is anticipated that in 2020 the District will close out all 694 units in the project.

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 included in the Special Revenue 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, and interest on the Bonds. 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 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, 2020, the adjusted maximum mill levy is 44.531.

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%.

PRELIMINARY DRAFT - SUBJECT TO REVISION

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

Debts and Leases (continued)

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.

	Balance at December 31, 2018	Additions	Reductions	Balance at December 31, 2019
G.O. Subordinate Bonds -				
Series 2017B	\$ 2,539,000	\$ -	\$ 230,802	\$ 2,308,198
Accrued Interest - 2017B				
Subordinate Bonds	130,827	203,371	334,198	-
Developer Advances - General	110,576	-	-	110,576
Interest on Developer Advances -				
General	7,089	8,846	-	15,935
Developer Advances - Capital	13,234,990	7,573,901	490,246	20,318,645
Interest on Developer Advances -				
Capital	524,953	1,214,540	1,053,734	685,759
Total	\$ 16,547,435	\$ 9,000,658	\$ 2,108,980	\$ 23,439,113
	Balance at December 31, 2019	Additions	Reductions	Balance at December 31, 2020
G.O. Subordinate Bonds -				
Series 2017B	\$ 2,308,198	\$ -	\$ 193,344	\$ 2,114,854
Accrued Interest - 2017B				
Subordinate Bonds	-	184,656	184,656	-
Developer Advances - General	110,576	-	-	110,576
Interest on Developer Advances -				
General	7,089	8,846	-	15,935
Developer Advances - Capital	20,318,645	2,080,000	-	22,398,645
Interest on Developer Advances -				
Capital	685,759	1,625,492	-	2,311,251
Total	\$ 23,430,267	\$ 3,898,994	\$ 378,000	\$ 26,951,261

The District has no operating or capital leases.

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

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.

This information is an integral part of the accompanying budget.

PRELIMINARY DRAFT - SUBJECT TO REVISION

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
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>\$ 10,492,274</u>	<u>\$ 20,182,274</u>

The 2017B Bonds are structured as cash flow bonds, meaning that there no scheduled payments of principal or interest prior to the final maturity date.

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

Certification of Valuation by County Assessor

Name of Jurisdiction Denver Connection West Metropolitan District New Entity? ☐ Yes ☒ No
 IN Denver COUNTY, COLORADO ON August 21, 2019

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS ("5.5%" LIMIT) ONLY

In accordance with 39-5-121(2)(a) and 39-5-128(1), C.R.S., and no later than August 25, the Assessor certifies the TOTAL VALUATION FOR ASSESSMENT for the taxable year 2019:

1. Previous year's NET TOTAL TAXABLE assessed valuation:	1.	\$4,230,150
2. Current year's GROSS TOTAL TAXABLE assessed valuation: <small>This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution.</small>	2.	\$10,862,810
3. LESS TIF District Increment, If any:	3.	\$0
4. Current year's NET TOTAL TAXABLE assessed valuation:	4.	\$10,862,810
5. New Construction*: <small>New Construction is defined as: Taxable real property structures and the personal property connected with the structure.</small>	5.	\$5,663,640
6. Increased production of producing mine*:	6.	\$0
7. Annexations/Inclusions:	7.	\$0
8. Previously exempt Federal property*:	8.	\$0
9. New primary oil or gas production from any producing oil and gas leasehold or land (29-1-301(1)(b), C.R.S.): <small>Jurisdiction must apply (Form DLG 52B) to the division of Local Government before the value can be treated as growth in the limit calculation.</small>	9.	\$0
10. Taxes collected last year on omitted property as of August 1 (29-1-301(1)(a), C.R.S.):	10.	\$0
11. Taxes abated and refunded as of August 1 (29-1-301(1)(a), C.R.S. and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$0

*Jurisdiction must submit respective certifications (Forms DLG 52 & 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

USE FOR "TABOR LOCAL GROWTH" CALCULATIONS ONLY

In accordance with the provisions of Art. X, Sec. 20, Colo. Cons., and 39-5-121(2)(b), C.R.S., the Assessor certifies the TOTAL ACTUAL VALUATION for the taxable year 2019:

1. Current year's total actual value of ALL REAL PROPERTY: <small>This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.</small>	1.	\$130,506,900
ADDITIONS to taxable real property:		
2. Construction of taxable real property improvements: <small>Construction is defined as newly constructed taxable real property structures.</small>	2.	\$77,603,100
3. Annexation/Inclusions:	3.	\$0
4. Increased mining production: <small>Includes production from new mines and increases in production of existing producing mines.</small>	4.	\$0
5. Previously exempt property:	5.	\$0
6. Oil or gas production from a new well:	6.	\$0
7. Taxable real property omitted from the previous year's tax warrant: <small>If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	7.	\$0
DELETIONS from taxable real property:		
8. Destruction of taxable real property improvements:	8.	\$0
9. Disconnections/Exclusions:	9.	\$0
10. Previously taxable property:	10.	\$0

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. Total actual value of all taxable property:	1.	_____
--	----	-------

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

RESOLUTION NO. 2019 - 10 - ____

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DENVER CONNECTION WEST
METROPOLITAN DISTRICT
TO ADOPT THE 2020 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Denver Connection West Metropolitan District ("District") has appointed the District Accountant to prepare and submit a proposed 2020 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2019, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 22, 2019, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any inter-fund transfers listed therein, so as not to impair the operations of the District.

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

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Denver Connection West Metropolitan District for the 2020 fiscal year.

2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 22nd day of October, 2019.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Lisa A. Johnson, hereby certify that I am the duly appointed Secretary of the Denver Connection West Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2020, duly adopted at a meeting of the Board of Directors of the Denver Connection West Metropolitan District held on October 22, 2019.

By: _____
Secretary

RESOLUTION NO. 2019 - 10 - ____

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DENVER CONNECTION WEST
METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Denver Connection West Metropolitan District ("District") has adopted the 2020 annual budget in accordance with the Local Government Budget Law on October 22, 2019; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2020 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

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

1. That for the purposes of meeting all general fund expenses of the District during the 2020 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.
2. That for the purposes of meeting all debt service fund expenses of the District during the 2020 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.
3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of the City and County of Denver, Colorado, the mill levies for the District as set forth in the District's Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 22nd day of October, 2019.

(SEAL)

Secretary

EXHIBIT A
(Certification of Tax Levies)

DENVER CONNECTION WEST METRO DISTRICT

Board Meeting Project Status

October 22, 2019



Project Work

Cost Certification

- Cost Certification #20

Construction Contract Documents

Contractor Contracts

- MW Golden Acceptance and Retainage Release
- Brightview Acceptance and Retainage Release
 - Punchlist items complete – Final walk through scheduled for October 17
 - Retainage Release
- Thoutt Brother's Acceptance and Retainage Release
 - Work complete – awaiting Thoutt's request for Substantial Completion

District Contract Change Orders

- Brightview
 - Change Order 8 – Additional Handrails - \$3,073.00 – Recommend Approval

Consultant/Vendor Agreements

Consultant/Vendor Agreements

- Heat tape outside bathroom plumbing

Consultant/Vendor Task Orders

- Split Rail Fence
 - Task Order 2 – Add Expanded Metal to Gates – \$3,589.00 – Recommend Ratification
 - Task Order 4 – Panic Hardware Protectors - \$850.00 – Recommend Ratification
 - Task Order 5 – Weld Extension to Existing Posts - \$877.00 – Recommend Ratification
- Godden Sudik
 - Task Order 2 – Additional Services – \$15,335.00 – Already overbilled by \$2,415.56

Other Matters

- Do residents want fire place on timer instead of remote?
- Spa Equipment Evaluation – Front Range Recreation site visit September 24 and October 17, 2019

**DENVER CONNECTION METROPOLITAN DISTRICT
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for Fencing

AGREEMENT NO. 1 **AGREEMENT DATE** 6/12/19 **TASK ORDER NO.** 4

CONSULTANT Split Rail Fence and Supply Company

TASK ORDER REFERENCE: Cost Proposal (attached)

TASK ORDER NAME: Panic Hardware Protectors

METRO DISTRICT PROJECT ENGINEER: IDES, LLC (Kim Fiore)

BASIS OF COMPENSATION: As per Cost Proposal (attached)

SCHEDULE: As per Cost Proposal (attached)

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$ <u>19,156.00</u>
Task Order Price – Task Order No. <u>4</u>	\$ <u>850.00</u>
Total of Agreement Prices including this Task Order	\$ <u>20,006.00</u>

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by Kim Fiore Date 9/27/19

Approved by Robert Anthony Johnson Date _____
Digitally signed by Robert Anthony Johnson
DN: cn=Robert Anthony Johnson, o=Denver
Connection West Metropolitan District,
ou=President,
email=robo.johnson@yonhomes.com, c=US
Date: 2019.09.27 14:56:25 -06'00'

The undersigned agrees to the above terms and conditions:

[Signature] Date 9/30/19
Consultant

GM
Title

Proposal

Page No. 1 of 1 Pages



SPLIT RAIL FENCE

& Supply Co.

8065 Brandon Drive • Littleton, CO 80125
(303) 791-1997 • FAX (303) 791-1986

"Respected leaders in the industry since 1974"



Attn: Lisa Lopprino

SUBMITTED TO William Lyon Homes	PHONE - WORK 303-703-8646	DATE 9-27-19
STREET 400 Inverness Pkwy Suite 360	PHONE - HOME	FAX
CITY, STATE AND ZIP CODE Englewood, CO 80112	PHONE - CELL	
nathan.skrdla@lyonhomes.com	JOB LOCATION The Hub @ Denver Connections - CO #4	

We Propose hereby to furnish material and labor -- complete in accordance with specifications below, for the sum of:

Eight hundred fifty dollars and 00/100----- dollars (\$ **850.00**)

Payment to be made as follows:

Deposit 50%, balance due upon completion. The Buyer agrees that if the balance is not paid when due, the principal amount shall bear interest at the rate of 2% per month, and the Buyer shall pay all costs of collection including reasonable attorney's fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Submitted By **Ann Cuccio Ehli** Date **9-27-19**

DK

Approved By  Date **9/27/19**

Note: This proposal may be withdrawn by us if not accepted within **15** days

We hereby submit specifications and estimate for:

Contract Amount w/ CO#1, CO#2, CO#3 **\$19,156.00**

Change Order #4

Add 3 panic hardware protectors to 3 existing gates along perimeter of fence 8"x1-1/2" metal - paint by others

\$ 850.00

\$20,006.00

Permit to be added to invoice.

Denver Connection West Metropolitan District Cost Certification Report



Report 20



355 Union Blvd., Suite 302
Lakewood, CO 80228

**Denver Connection West
Metropolitan District
Cost Certification**

Table of Contents

Engineers Letter of Recommendation for Cost Certification..... Pages 1-3

Attachments

Site Map..... Attachment A

Vendor Participation Attachment B

Expenditure Data..... Attachment C

October 14, 2019

Denver Connection West Metropolitan District

RECOMMENDATION FOR COST CERTIFICATION REPORT #20

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Denver Connection West Metropolitan District (District) to provide review of expenditures paid by William Lyon Homes (Developer). These expenditures (Expenditures) are for the Denver Connection Development located in the City of Denver, Colorado (Project). This Report summarizes the Engineer's approach and findings for this Cost Certification.

The expenditures for Public Improvements discussed in this Report were paid for by the Developer or the District. The expenditures paid for by the Developer have been reviewed in this Report and are being certified as District Eligible in the amount of **\$337,372.86**. The expenditures paid for by the District have been reviewed in this Report and are being certified as District Eligible in the amount of **\$224.00**. The total combined is **\$337,596.86**.

This Cost Certification Report (Report) generally covers the areas shown on Attachment A.

GOVERNING DOCUMENTS

The following controlling documents were used in recommendations for District eligible expenses:

- Service Plan for Denver Connection West Metropolitan District in the City and County of Denver, Colorado, prepared by McGeady Becher P.C., dated September 12, 2016.
- Facilities Funding and Acquisition Agreement, between the Denver Connection West Metropolitan District and William Lyon Homes, Inc. dated January 20, 2017.
- Gateway Improvements Draft Agreement between William Lyon Homes and the City and County of Denver.



It should be noted IDES used the above controlling documents only as a general guideline for eligibility in our certification of costs.

ACTIVITIES CONDUCTED

For this Cost Certification Report, the following activities were performed:

- Governing Documents provided by the District and the Developer were reviewed as the basis for recommendation of Cost Certification.
- The Invoice Summary as provided by the District was included, and invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.
- Site visits were conducted. Project improvements were photographed.

ASSUMPTIONS

Due to the specific Scope authorized for this Cost Certification Report, the following assumptions were made. The District should validate or cause to have validated these assumptions.

- It is assumed that Geotechnical Pavement Designs have been performed and followed. Materials testing was performed during construction and District has verified materials passed all such testing.
- It is our recommendation the District and Developer agree that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local Permits are met and the District shall have no SWMP Obligations for Infrastructure acquired by the District. No SWMP inspections or recommendations were conducted as part of this Report.
- It is assumed that Contractors have obtained all SWMP Permitting in the name of the District and the District shall not have any responsibility to close-out these permits.
- It is our understanding that the District and Developer agree that the Developer will complete all Local Jurisdiction Acceptance.
- It is assumed that the District has obtained or will obtain final unconditional lien waivers from all Contractors performing Work or Consultants providing Services for the Project.
- It is assumed all Work Product is acceptable and copies of Acceptances were or will be submitted to the appropriate jurisdictions.
- Costs presented do not represent the entire Contract Value, but rather the District's portion of the capital costs paid by the District.
- Expenditures that did not have enough information to be verified with this Report may be verified in a future Report.
- The District has or will cause all Infrastructure Acceptance requirements to be met as outlined in the Service Plan; District/Developer Agreements; and Board Resolutions/Polities. This Cost Certification Report is one part of the overall Infrastructure Acquisition.
- This report was prepared with a specific authorized Scope of Work and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the District Eligible Expenditures for bonding purposes. A more detailed analysis or submission of additional District eligible expenditures may result in adjustments to our cost certification.

DISCUSSION

This report mostly consists of Expenditures for September 2019. The Improvements reviewed are generally represented in Attachments A and C.

Vendor Participation

All Contractors, Consultants, and Vendors (Vendors) whose invoice information was submitted, were evaluated for their participation on the Project and Services performed, materials provided, or work completed. A summary of Vendor Participation is included as Attachment B.

Review of Invoices and Summary of Expenditures

To provide a recommendation for acceptance of District Improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non District and a summary is included as Attachment C.

SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by Category and Service Plan Division. The Service Plan categorizes Expenditures to specific categories based upon then anticipated costs. The major

elements of the Improvements were allocated across these specific categories.

Category	District Eligible Expenses	Percentage
Street Improvements	\$88,684.94	26.27%
Traffic and Safety Controls	\$0.00	0.00%
Water Improvements	\$4,702.25	1.39%
Sanitation Improvements	\$0.00	0.00%
Stormwater Drainage Improvements	\$105.50	0.03%
Parks and Recreation Improvements	\$243,819.19	72.22%
Transportation	\$0.00	0.00%
Mosquito Control	\$0.00	0.00%
Covenant Enforcement	\$284.99	0.08%
Total	\$337,596.89	100.00%

FIELD INVESTIGATION RESULTS

Field investigations were conducted periodically. From our visual inspection it appears the Improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

RECOMMENDATION

In our professional opinion the expenditures for the Improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District Eligible expenditures as shown in Attachment C and subject to the level of review presented in this Report. These expenditures are in the amount of **\$337,372.86** as paid by the Developer, **\$224.00** and as paid by the District, for a total of **\$337,596.86**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC



Kim Fiore, PE

Attachments

Attachment A

Site Map

ATTACHMENT A

GREEN VALLEY RANCH BOULEVARD

POND

SINGLE FAMILY MODELS

MULTIFAMILY MODELS

MEMPHIS STREET

KITTRIDGE STREET

CHANNEL

CHANNEL

PARK

AREA COVERED BY COST CERTIFICATION 20

PARTIAL EROSION CONTROL
 PARK GRADING
 PARTIAL LANDSCAPE AND IRRIGATION
 PARTIAL ROADWAY AND SIDEWALK
 PARTIAL WATER AND STORM

Attachment B

Vendor Participation

ATTACHMENT B VENDOR PARTICIPATION

Following is a Summary of the Contractors, Consultants and Vendor Participation in work and services for the Cost Certification. Notes include any invoice discrepancies, basis of payment, and basis for reimbursement.

Denver Water Provided water meter for dog park and drinking fountain.

GRC Consulting, Inc. Provided soil import and fill services.

Nu Style Landscape and Development, LLC Provided landscape construction.

Omerta Storm Water Management Provided erosion control.

Premier Earthworks & Infrastructure, Inc. Provided construction of roadway concrete, storm sewer facility concrete and water meter pit repairs.

Upper Case Printing, Inc. Provided mailing supplies.

Attachment C

Expenditure Data

Attachment C

**Denver Connection West Metropolitan District
Engineer's Summary for Cost Certification 20**

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
Invoices Paid by William Lyon Homes									
Denver Water									
WTRMTR-15780	8/23/19	Yes	9/9/19	48371	Water Meter 15780 E. Bolling Drive	\$11,172.44	\$11,172.44	\$0.00	Dog Park/Drinking Fountain
Subtotal Denver Water						\$11,172.44	\$11,172.44	\$0.00	
GRC Consulting, Inc									
5404	9/13/19	Yes	10/7/19	48749	Import Fill	\$4,380.00	\$2,671.80	\$1,708.20	Overall Site 61% District
5429	9/17/19	Yes	10/7/19	48936	Import Fill	\$62,194.50	\$37,938.65	\$24,255.86	Overall Site 61% District
5432	9/2/19	Yes	10/7/19	48936	Import Fill	\$38,326.50	\$23,379.17	\$14,947.34	Overall Site 61% District
Subtotal GRC Consulting, Inc						\$104,901.00	\$63,989.61	\$40,911.39	
Nu Style Landscape & Development, LLC									
15001	8/30/19	Yes	10/1/19	48804	Landscaping	\$180,000.00	\$180,000.00	\$0.00	
Subtotal Nu Style Landscape & Development, LLC						\$180,000.00	\$180,000.00	\$0.00	
Omerta Storm Water Management									
47896	8/18/18	Yes	10/1/19	48806	Erosion Control	\$1,131.00	\$1,131.00	\$0.00	
48247	8/30/19	Yes	10/1/19	48806	Erosion Control	\$6,370.00	\$6,370.00	\$0.00	
48336	9/5/19	Yes	10/1/19	48968	Erosion Control	\$753.75	\$753.75	\$0.00	
Subtotal Omerta Storm Water Management						\$8,254.75	\$8,254.75	\$0.00	
Premier Earthworks & Infrastructure, Inc.									
7756	8/27/19	Yes	10/1/19	48814	Utility, Parks and Concrete	\$75,505.00	\$73,956.06	\$1,430.82	Meter Pits not District; Unknown what COR 96 is for
Subtotal Premier Earthworks & Infrastructure, Inc.						\$75,505.00	\$73,956.06	\$1,430.82	
Subtotal Invoices Paid by William Lyon Homes						\$379,833.19	\$337,372.86	\$42,342.21	
Invoices Paid by the Denver Connection West Metropolitan District									
Upper Case Printing, Inc.									
14801	8/8/19	Yes	9/16/19	1339	Envelopes - O&M Fees	\$224.00	\$224.00	\$0.00	Excluded from Cost Certification 19
Subtotal Upper Case Printing, Inc.						\$224.00	\$224.00	\$0.00	
Subtotal Invoices Paid by the Denver Connection West Metropolitan District						\$224.00	\$224.00	\$0.00	
TOTAL						\$380,057.19	\$337,596.86	\$42,342.21	

Summary of Infrastructure Acquisitions

IA No.	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
Invoices Paid by William Lyon Homes				
Cost Certification #1	\$2,425,678.59	\$2,238,416.10	\$187,262.49	
Cost Certification #2	\$6,765,241.72	\$5,135,399.18	\$1,629,842.54	
Cost Certification #3	\$1,969,137.63	\$1,453,582.43	\$515,555.20	

Attachment C

Denver Connection West Metropolitan District Engineer's Summary for Cost Certification 20

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
Cost Certification #4						\$1,387,710.08	\$1,018,498.02	\$369,212.06	
Cost Certification #5						\$1,634,650.16	\$1,529,019.85	\$105,630.31	
Cost Certification #6						\$2,421,444.07	\$1,891,252.48	\$530,191.59	
Cost Certification #7						\$1,138,336.65	\$939,036.41	\$199,300.24	
Cost Certification #8						\$956,478.26	\$809,628.31	\$146,849.95	
Cost Certification #9						\$822,652.66	\$662,283.45	\$160,369.21	
Cost Certification #10						\$117,022.40	\$110,761.05	\$6,261.35	
Cost Certification #11						\$865,993.45	\$639,021.44	\$226,972.01	
Cost Certification #12						\$1,727,849.30	\$1,617,123.47	\$109,946.43	
Cost Certification #13						\$176,615.72	\$118,677.19	\$57,938.53	
Cost Certification #14						\$645,798.72	\$629,015.12	\$16,378.80	
Cost Certification #15						\$62,033.86	\$38,403.86	\$23,630.00	
Cost Certification #16						\$33,790.59	\$16,111.52	\$17,679.07	
Cost Certification #17						\$120,106.23	\$85,788.22	\$34,318.01	
Cost Certification #18						\$500,500.42	\$467,550.60	\$32,949.82	
Cost Certification #19						\$260,418.72	\$257,015.92	\$3,402.80	
Cost Certification #20						\$379,833.19	\$337,372.86	\$42,342.21	
Subtotal Invoices Paid by William Lyon Homes						\$24,411,292.42	\$19,993,957.49	\$4,416,032.61	
Invoices Paid by the Denver Connection West Metropolitan District									
Cost Certification #7						\$272,414.28	\$272,413.73	\$0.55	
Cost Certification #8						\$523,087.93	\$516,600.15	\$6,487.78	
Cost Certification #9						\$2,611,690.14	\$2,606,201.38	\$5,488.76	
Cost Certification #10						\$984,658.47	\$983,753.38	\$905.09	
Cost Certification #11						\$442,921.54	\$441,985.67	\$935.87	
Cost Certification #12						\$543,596.34	\$542,523.65	\$1,072.69	
Cost Certification #13						\$415,724.80	\$413,842.22	\$1,882.58	
Cost Certification #14						\$340,921.49	\$336,849.07	\$4,072.42	
Cost Certification #15						\$246,775.22	\$242,451.32	\$4,323.90	
Cost Certification #16						\$124,123.61	\$122,692.58	\$1,431.03	
Cost Certification #17						\$201,846.38	\$201,846.38	\$0.00	
Cost Certification #18						\$428,057.83	\$427,668.60	\$389.23	
Cost Certification #19						\$133,041.90	\$132,564.87	\$477.03	
Cost Certification #20						\$224.00	\$224.00	\$0.00	
Subtotal Invoices Paid by the Denver Connection West Metropolitan District						\$7,269,083.93	\$7,241,617.00	\$27,466.93	
TOTAL						\$31,680,376.35	\$27,235,574.49	\$4,443,499.54	

RESOLUTION NO. 2019-__ -__

A RESOLUTION OF THE BOARD OF DIRECTORS OF
DENVER CONNECTION WEST METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 5, 2020

A. The terms of the offices of Directors Robert Johnson and Eric McEachen shall expire upon the election of their successors at the regular election, to be held on May 5, 2020 (“**Election**”), and upon such successors taking office.

B. A vacancy currently exists on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect three (3) Directors to serve until the second regular election, to occur May 2, 2023.

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

1. Date and Time of Election. The Election shall be held on May 5, 2020, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, three (3) Directors shall be elected to serve until the second regular election, to occur May 2, 2023.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Lisa Johnson shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, between the hours of 8:00

a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 28, 2020).

6. Self-Nomination and Acceptance Forms. Self-nomination and acceptance forms are available at the office of the Designated Election Official located at the above address. All candidates must file a self-nomination and acceptance form with the Designated Election Official no later than 3:00 P.M. on February 28, 2020.

7. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 3, 2020, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

8. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

9. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

10. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 5, 2020]**

RESOLUTION APPROVED AND ADOPTED on _____, 2019.

**DENVER CONNECTION WEST
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary



Absolute Pool Management

10650 Irma Drive, #2
Northglenn, CO 80233
303-495-2600
303-495-2569 (fax)

2020 Pool Maintenance Price Sheet

Denver Connection West Metropolitan District
4746 Jasper Street
Denver, CO 80239

7 Days/Week

Contract Costs

Pool maintenance	\$10,500.00
Chemicals	\$6,500.00
Restroom cleaning supplies	<u>\$200.00</u>
Total cost of contract	\$17,200.00

Payment Schedule

Payments for maintenance will be made monthly as follows:

May	\$1,365.00	13%
June	\$2,415.00	23%
July	\$2,415.00	23%
August	\$2,415.00	23%
September	<u>\$1,890.00</u>	<u>18%</u>
Total	\$10,500.00	100%

Payments for chemicals will be made as follows:

May	\$4,333.33	2/3
August	<u>\$2,166.67</u>	1/3
Total	\$6,500.00	

Payment for restroom cleaning supplies will be made as follows:

May	\$ 200.00
-----	-----------

Miscellaneous Costs

Labor rate for repairs	\$ 95.00 per hour
Labor rate for repairs 5pm–6am and weekends	\$ 110.00 per hour
Early opening / Extended opening	\$ 900.00 per week (includes maintenance and chemicals)

POOL MAINTENANCE AGREEMENT

AGREEMENT

This AGREEMENT is made and entered into this 2nd day of October, 2019 by and between Denver Connection West Metropolitan District, hereinafter referred to as the ASSOCIATION, and **Absolute Pool Management, LLC**, hereinafter referred to as the CONTRACTOR. It is hereby mutually agreed and understood that for and in consideration of the sum or sums to be paid to the CONTRACTOR by the ASSOCIATION, as set forth in this contract, the said CONTRACTOR shall furnish all labor, permits, equipment, accessories, and material and shall perform all work in a good, substantial, timely and workmanlike manner, in accordance with the provisions and specifications of this agreement.

SCOPE

1. The CONTRACTOR will open and close the Association's pool and maintain it on a seven (7) day a week basis during the 2020 season.

PAYMENT (prices and payment schedule are listed in price sheet)

2. The CONTRACTOR agrees not to contact the Managing Agent requesting payment prior to due dates. All contract invoices will be sent by the first of the month to be paid that month. Payment for any repairs will be made within thirty (30) days of billing.

INSURANCE

3. The CONTRACTOR agrees to carry a policy of liability insurance with limits of at least \$2,000,000 naming the ASSOCIATION as an additional insured. CONTRACTOR shall provide to the MANAGING AGENT, a certificate assuring that the CONTRACTOR is covered by Workers' Compensation Insurance. All insurance certificates proving coverage must be submitted to the MANAGING AGENT PRIOR TO THE OPENING OF THE POOL.

COMMUNICATION

4. In the event that a condition arises which halts or interferes with the proper operation of the ASSOCIATION'S pool, the CONTRACTOR agrees to notify the MANAGING AGENT or on call after-hours operator immediately. The CONTRACTOR shall be immediately available to explain the condition, its probable cause, the options available for correction or repair, and the costs involved. The CONTRACTOR shall also notify the MANAGING AGENT or on call after-hours operator of all maintenance problems or potential problems, which do not require immediate attention as soon as such problems become apparent.

The CONTRACTOR will maintain liaison and cooperate fully with the MANAGING AGENT and report any problems to them. The CONTRACTOR will be available and return all phone calls, twenty-four (24) hours a day, as soon as possible. During the workday, calls will be returned within one (1) hour for non-emergency matters. For emergencies, calls will be returned within thirty (30) minutes of receipt of the call by pager, answering device, receptionist, or answering service.

REPAIRS (hourly rates are listed in price sheet)

5. Upon authorization from the MANAGING AGENT repairs will be made as soon as possible. Any additional labor or materials used to make repairs under the terms of this provision shall be charged to the ASSOCIATION and shall not be considered to be included in the contract price as set forth herein. No repairs in excess of \$500, other than emergency repairs (that would otherwise close the pool and disrupt services) will be done without prior authorization from the MANAGING AGENT.

EARLY OPENING (weekly rate is listed in price sheet)

6. If the ASSOCIATION requests an opening prior to the specified opening date the ASSOCIATION must notify the CONTRACTOR in writing by May 1st. The CONTRACTOR will provide continued services as specified herein. Payment for early opening will be made at the time the first payment is due.

EXTENDED OPENING (weekly rate is listed in price sheet)

7. If the ASSOCIATION requests an extended pool opening beyond the specified closing date the ASSOCIATION must provide the request in writing by August 15th. The CONTRACTOR will provide continued services as specified herein. Payment for extended opening will be made after the pool has been properly closed and winterized.

PERFORMANCE OF WORK

8. The CONTRACTOR shall furnish all labor and shall perform all work necessary to meet contract requirements in a good, substantial, and workmanlike manner, in accordance with the contract specifications contained herein.

POOL OPEN PERIOD

9. The pool will be open for use, and maintenance, from **May 22, 2020** through September 7, 2020.

POOL OPENING

10. The pool will be cleaned during May early enough to assure opening by **May 22, 2020**. If the pool is drained, a portable pump will be used, to be supplied by the CONTRACTOR. Diving boards, ladders, and chrome handrails will be installed. Pool lights will be checked and new lights installed, if necessary, at the ASSOCIATION'S expense. The main drain will be cleaned and hydrostatic valves will be checked to insure proper seating. Plugs will be installed in the pump room line ready for operation. The pool will be filled and the water will be cleaned before it is circulated and boiler fired up by May 18, 2020. If there is a pool cover, it will be removed and properly stored as directed.

CHEMICALS (cost is listed in price sheet)

11. The CONTRACTOR will provide all necessary pool chemicals, testing solutions and tablets. The CONTRACTOR guarantees that the actual cost of chemicals will not exceed the cost listed in this agreement by more than 25 percent. If the actual cost is above the contracted amount, a written clarification will be given with the final invoice.

WATER QUALITY

12. The CONTRACTOR will assure that the quality of pool water is in accordance with requirements of the State of Colorado Department of Health.

LOG

13. A log will be maintained at every visit recording PH levels, chlorine levels and pool temperatures and the log will be stored as directed by the MANAGING AGENT. If there is a baby pool, a separate log will be kept.

POOL SERVICING

14. The pool and pump room will be serviced at every visit by the CONTRACTOR and maintained in a clean and neat manner. The pump room will be locked at all times except when servicing is being done. Any spilled chemicals will be cleaned up immediately. The pool will be cleaned and serviced at every visit by the CONTRACTOR. Tile, or edges, will be cleaned and scrubbed to maintain a neat, clean appearance. Pool decks will be "policed" at every visit and all trash or debris will be disposed of properly. Any messes will be cleaned up. Pool decks will be hosed off as necessary. The pool will be vacuumed completely once a week and spot vacuumed as needed. Pool filters will be checked at every visit and back washed, by the CONTRACTOR, as necessary.

WINTERIZATION

15. The CONTRACTOR will prepare the pump room and pool for winter at the end of the season. Lines will be blown out with compressed air and plugged. Pump room drain plugs will be removed. Pool handrails, ladders, hardware, and the diving board will be stored as directed by the MANAGING AGENT. The water level will be left as appropriate for the pool. The pool water will be treated with an industrial grade algaecide and winter conditioner. The pump room will be cleaned and the pump room vent covers will be installed. If the pool is a fiberglass pool, it will not be drained under any circumstances. If there is a pool cover, it will be properly installed upon completion of winterization. **Proper winterization will be documented with Exhibit A (attached), which is to be signed by both the CONTRACTOR and the MANAGING AGENT.**

KEYS

16. The CONTRACTOR will receive keys from the MANAGING AGENT and will return the same number of keys to the MANAGING AGENT at the end of the season. Access to the CONTRACTOR's lock box is restricted to CONTRACTOR personnel only.

OPTION REGARDING REPAIRS

17. The CONTRACTOR AND ASSOCIATION agree that any repairs to the pool or its equipment, which are not a part of routine maintenance specified herein, the ASSOCIATION may solicit bids and opinions from contractors other than the CONTRACTOR and that the ASSOCIATION may choose to have said repairs made by contractors other than the CONTRACTOR.

EQUIPMENT "AS IS"

18. By acceptance of this contract, the CONTRACTOR assumes that all equipment is in working order and any necessary repairs and equipment replacement will be completed at the ASSOCIATION'S expense.

JANITORIAL SERVICE *(cost of cleaning supplies is listed in price sheet)*

19. This agreement includes janitorial service to the bathhouse restrooms which includes:

AT EVERY VISIT:

- Pick up and dispose of papers and trash
- Sweep floors in restrooms and halls
- Clean counter tops and sinks

AT LEAST ONCE A WEEK:

- Scrub floors
- Clean mirrors
- Clean toilet bowls inside and outside (including seats)

AS NECESSARY:

- Clean-up of any spills or messes as necessary
- Clean wastebaskets
- Assure that toilet paper, paper towels and soap are replenished

If the ASSOCIATION has on-site trash dumpsters, they may be used for normal daily trash only, all maintenance trash (equipment parts, chemicals, etc.) will be removed from the site by the CONTRACTOR. All supplies will be provided by the CONTRACTOR, but paid for by the ASSOCIATION.

SPA/JACUZZI *****

20. If there is a spa/jacuzzi, this agreement includes maintenance at the same scheduled times and with the same general service as provided to the pool.

COOPERATION WITH MANAGING AGENT

21. The CONTRACTOR recognizes that Special District Management Services, Inc. is the MANAGING AGENT for the ASSOCIATION and is responsible for overseeing the performance of the CONTRACTOR under this agreement. The CONTRACTOR agrees to cooperate fully with the MANAGING AGENT.

MODIFICATION/AMENDMENT

22. No modification, amendment, or alteration may be made to the agreement unless mutually agreed, in writing, by both parties. This agreement may not be assigned without written approval of the ASSOCIATION.

TERMINATION

23. Either party may terminate this agreement, with or without cause, by notice at least 15 days prior to the effective date, in writing, to the other party; except that this agreement may be terminated immediately, without notice, for failure to perform. If terminated, final payment will be due within 15 days of the termination date, and will be based upon a pro ration of the fee due for that month through the date of termination, such payment to be considered payment, in full, for services performed under this agreement.

CONFLICTS

24. If there is a conflict between this agreement, and any other documentation, which the CONTRACTOR may have submitted with their proposal, this agreement will govern.

TIME LIMIT

25. All servicing, except for emergencies and adverse weather, will be completed prior to 10:00 a.m.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first herein written, all copies of which shall, to all intents and purposes, shall be considered the original.

ASSOCIATION: Denver Connection West Metropolitan District

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR: Absolute Pool Management, LLC

BY: John Hollick 

TITLE: Owner

DATE: October 2, 2019

EMAIL ADDRESS: john@apoolman.com

See next page for Exhibit A

**EXHIBIT A
TO
POOL MAINTENANCE AGREEMENT
WINTERIZATION CHECKLIST**

This form will be filled out by Absolute Pool Management at the completion of pool closing and winterization.

Absolute Pool Management does not control access to the Association's pool, pump room or premises and therefore is not responsible for any damage that occurs as a result of changes made to the pool or pump room by personnel other than Absolute Pool Management.

ITEM	COMPLETE	COMMENTS
lines blown out and plugged	<input type="checkbox"/>	
pump room drain plugs removed	<input type="checkbox"/>	
pool handrail, ladders, hardware and diving board removed and stored	<input type="checkbox"/>	
correct water level	<input type="checkbox"/>	
pool water treated with algaecide and winter conditioner	<input type="checkbox"/>	
pump room cleaned	<input type="checkbox"/>	
pump room vent covers installed	<input type="checkbox"/>	
pool cover installed	<input type="checkbox"/>	
restrooms winterized	<input type="checkbox"/>	
kitchen (summer use only) winterized	<input type="checkbox"/>	

The Absolute Pool Management signature below confirms that the specified items have been done to winterize the pool and adjacent area. The Association Representative signature confirms receipt of this checklist.

Absolute Pool Management:

Association Representative:

(printed name)

(printed name)

(signature)

(signature)



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032
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: October 22, 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 month of September & October, 2019.

1. The HUB & Pool
 - a. Respond to issues at HUB, including:
 - i. Winterization
 - ii. Insurance claim
 - b. Discussions regarding pool winterization and extended seasons
 - c. Request and review Front Range Recreation Report
 - d. E-mail correspondence regarding warranty items and punch list items
 - e. Fill out monthly TULIP report and submit
 - f. Review daily activity reports from security company
 - g. Communication with Absolute Pools regarding 2020 season; vendor reports renewal due to responsiveness of staff during 2019 season
 - h. Go to property to lock door as needed.
2. Contract Management
 - a. Update snow removal information
3. Rules and regulations/Enforcement
 - a. Regular inspections, including required follow up
 - b. Follow up on enforcement resolutions update
 - c. Process incoming architectural forms and forward for review. Follow up as needed.
4. Website
 - a. Update as needed
5. General Communication

- a. E-mails and phone calls from owners as needed.
- b. Weekly e-mail blasts

SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES (“**Agreement**”) is entered into and effective as of the 24th day of September, 2019, by and between **DENVER CONNECTION WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **NU STYLE LANDSCAPE AND DEVELOPMENT, LLC**, 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 C** 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 B** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D ("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 B**, 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 **May 31, 2020**. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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 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) If there is any event of non-compliance with the M/WBE 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 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 facsimile 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
Fax: 303-987-2032
Email: ljohnson@sdmsi.com
Attn: Lisa A. Johnson

With a Copy To: McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: ecortese@specialdistrictlaw.com
Attn: Elisabeth Cortese

To Consultant: Nu Style Landscape and Development, LLC
646 Bryant Street
Denver, CO 80204
Phone: 303-781-7766
Fax:
Email: mike@nustylelandscape.com
Attn: Mike Moilanen

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:

By:

Its:

STATE OF COLORADO

)

) SS.

COUNTY OF

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, 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

)

) SS.

COUNTY OF

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of Denver Connection West Metropolitan District.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Removal of snow on alleys at 4" of accumulation, up to garage doors.

Removal of snow on sidewalks (townhomes and common area trails) at 2" accumulation

Restrictions: No use of ice slicer, ice melt or salt on sidewalks or alleys

EXHIBIT B
COMPENSATION

EXHIBIT C
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.

EXHIBIT D
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):
--

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders: _____

APPROVED:	APPROVED:
By: _____	By: _____
District	Consultant

NuStyle Comparison

Equipment/Hand Rates		2018-2019	2019-2020		Difference	% Difference
	Plow	\$ 95.00	\$ 97.00	Per Hour	\$ 2.00	2.1%
	Snow Blower	\$ 65.00	\$ 68.00	Per Hour	\$ 3.00	4.6%
	Dump Truck	\$ 150.00	\$ 150.00	Per Hour	\$ -	0.0%
	Loader	\$ 300.00	\$ 300.00	Per Hour	\$ -	0.0%
	Hand Shovel	\$ 55.00	\$ 58.00	Per Hour	\$ 3.00	5.4%
	ATV	\$ 75.00	\$ 75.00	Per Hour	\$ -	0.0%
	Bobcat	\$ 200.00	\$ 200.00	Per Hour	\$ -	0.0%
Materials						
	Ice Melt	\$ 0.65	\$ 0.68	Per Pound	\$ 0.03	4.6%
	Sand/Salt	\$ 200.00	\$ 215.00	Per Ton	\$ 15.00	7.5%
	Mag Chloride	\$ 220.00	\$ 220.00	Per Gallon	\$ -	0.0%
	Ice Slicer	\$ 290.00	\$ 300.00	Per Ton	\$ 10.00	3.4%
	Sand	\$ 150.00	\$ 165.00	Per Ton	\$ 15.00	10.0%

Equipment/Hand Rates		NuStyle	Metco		Difference	% Difference
	Plow	\$ 97.00	\$ 105.00	Per Hour	\$ 8.00	8.0%
	Snow Blower	\$ 68.00	\$ 65.00	Per Hour	\$ (3.00)	-4.4%
	Dump Truck	\$ 150.00	\$ 180.00	Per Hour	\$ 30.00	20.0%
	Loader	\$ 300.00	\$ 250.00	Per Hour	\$ (50.00)	-16.6%
	Hand Shovel	\$ 58.00	\$ 55.00	Per Hour	\$ (3.00)	-5.1%
	ATV	\$ 75.00	\$ 80.00	Per Hour	\$ 5.00	6.6%
	Bobcat	\$ 200.00	n/a	Per Hour		
Materials						
	Ice Melt	\$ 0.68	\$ 0.80	+ \$55/hour		
	Sand/Salt	\$ 215.00	n/a			
	Mag Chloride	\$ 220.00	n/a			
	Ice Slicer	\$ 300.00	\$ 230.00	+ \$105/hour		
	Sand	\$ 165.00	n/a			

** Percentage not caculated as the hourly fee skews the data

**SECOND AMENDED AND RESTATED
DESIGN AND LANDSCAPE
GUIDELINES
OF
DENVER CONNECTION WEST**

Adopted by the Board of Directors of the Denver Connection West Metropolitan District
on April 25, 2017, revised May 28, 2019

TABLE OF CONTENTS

1	INTRODUCTION	4
1.1	Basis for Design and Landscape Guidelines.....	4
1.2	Definitions	4
1.3	Contents of Rules.....	4
1.4	Architectural Review Committee or Representative	4
1.5	ARC Contact Information.....	4
1.6	Effect of Declaration.....	4
1.7	Effect of Governmental and Other Regulations.....	4
1.8	Interference with Utilities	5
1.9	Goal of Guidelines	5
2	PROCEDURES FOR ARC APPROVAL	5
2.1	General.....	5
2.2	Drawings or Plans	5
2.3	Submission of Drawings and Plans	6
2.4	Action by ARC	7
2.5	Revisions and Additions to Approved Plans	7
2.6	Completion of Work	7
2.7	Requirements for Initial Installation of Backyard Landscaping.....	7
2.8	Inspection of Work	8
2.9	Notice of Non-Compliance	8
2.10	Correction of Non-Compliance	8
2.11	Amendment.....	8
2.12	Questions	8
3	SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS.....	8
3.1	General.....	8
3.2	Accessory Buildings	9
3.3	Additions and Expansions	9
3.4	Address Numbers.....	10
3.5	Air Conditioning Equipment	10
3.6	Animals.....	10
3.7	Artificial Turf.....	10
3.8	Antennae/Satellite Dishes	10
3.9	Awnings.....	11
3.10	Backyard Sport Pads.....	12
3.11	Balconies.....	12
3.12	Barbecue/Gas Grills.....	12
3.13	Basketball Backboards.....	12
3.14	Birdbaths.....	12
3.15	Birdhouses and Bird Feeders	12
3.16	Carports.....	13
3.17	Clothes Lines and Hangers	13
3.18	Cloth or Canvas Overhangs	13
3.19	Decks	13

3.20	Dog Houses.....	14
3.21	Dog Runs	15
3.22	Doors.....	15
3.23	Drainage.....	15
3.24	Driveways	15
3.25	Evaporative Coolers.....	16
3.26	Exterior Lighting.....	16
3.27	Fences	16
3.28	Fire Pits	17
3.29	Firewood Storage.....	17
3.30	Flags/Flagpoles	17
3.31	Gardens – Flower or Vegetable	18
3.32	Gazebos.....	18
3.33	Grading and Grade Changes.....	18
3.34	Greenhouses.....	19
3.35	Hanging of Clothes	19
3.36	Hot Tubs and Jacuzzis	19
3.37	Kennels	19
3.38	Landscaping.....	19
3.39	Leases.....	20
3.40	Lights and Lighting.....	20
3.41	Lights, Sounds and Odors.....	20
3.42	Nuisances	21
3.43	Ornaments/Art - Landscape/Yard.....	21
3.44	Overhangs/Sunshades/Awnings- Cloth or Canvas	21
3.45	Painting	21
3.46	Patio Covers.....	21
3.47	Patios – Enclosed	22
3.48	Patios – Open.....	22
3.49	Paving	22
3.50	Pipes.....	22
3.51	Play Structures and Sports Equipment.....	22
3.52	Playhouses	22
3.53	Poles.....	23
3.54	Ponds and Water Features.....	23
3.55	Pools.....	23
3.56	Radio Antennae.....	23
3.57	Radon Mitigation Systems.....	23
3.58	Roofing Materials	23
3.59	Rooftop Equipment.....	23
3.60	Satellite Dishes	24
3.61	Saunas	24
3.62	Screen Doors.....	24
3.63	Seasonal Decorations.....	24
3.64	Security Devices.	24
3.65	Sheds.....	24

3.66	Shutters – Exterior	24
3.67	Siding	24
3.68	Signs.....	24
3.69	Solar Energy Devices.....	25
3.70	Spas	25
3.71	Statues or Fountains	25
3.72	Storage Sheds.....	25
3.73	Sunshades.....	25
3.74	Swamp Coolers	25
3.75	Swing Sets.....	26
3.76	Television Antennae	26
3.77	Trash and Materials, Restrictions	26
3.78	Tree Houses	26
3.79	Units to be Maintained.....	26
3.80	Vehicular Parking, Storage and Repairs	26
3.81	Vanes	27
3.82	Vents	27
3.83	Walls	28
3.84	Walls, Retaining.....	28
3.85	Weather Vanes and Directionals.....	28
3.86	Wind Electric Generators.....	28
3.87	Windows Replacement	28
3.88	Windows: Tinting, Security Bars, Well Covers, etc.....	29
3.89	Xeriscape	29
EXHIBIT A PRIVACY FENCES		31
EXHIBIT B SECURITY DOORS.....		32
APPENDIX A ARCHITECTURAL REVIEW REQUEST FORM.....		36

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).

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	OFFICE	FAX	E-MAIL
SDMS	303-987-0835	303-987-2032	pripko@sdmsi.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**

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 ensure 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 inches 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

If submitted paper copies, two 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.

If submitting electronically, the submission should be in PDF format and should be emailed to <EMAIL ADDRESS.>

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.

Please note that Owners-it is not acceptable to leave any portion of the land as bare dirt, or to allow weeds to grow on the land, even behind fences.

2.8 Inspection of Work

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

2.9 Notice of Non-Compliance

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

2.10 Correction of Non-Compliance

If the ARC determines that non-compliance exists, the Person responsible for such non-compliance shall remedy or remove the same within not more than forty-five (45) days from the date of receipt of the Notice of Non-Compliance. If such Person does not comply with the ruling within such period, the ARC shall notify the District, and the District may, at its option and if allowed by applicable law, record a notice of non-compliance against the Lot on which the non-compliance exists, may impose fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance in accordance with the Declaration and applicable law. The Person responsible for such non-compliance shall reimburse the District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

2.11 Amendment

These 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.

A. 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.

B. 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.

C. 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.

D. 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 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.

Commented [RB1]: I am not sure I know what this means.

Commented [LL2R1]: This means when installing the play house or play structure that existing setbacks must be observed

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.

Commented [RB3]: This should be repeated under "Patios - Open" and "Decks"

Commented [LL4R3]: Agree

Commented [PR5R3]: Bob put it there, so we are good

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 rooflops, 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 3.89, Xeriscape

3.8 Antennae/Satellite Dishes

A. 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 rooflop
 - (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.

B. 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.

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.

Sport pads may not be installed on side lots.

Commented [LL6]: This would have to go to the board for a vote.

Commented [PR7R6]: They will be reviewing all of these recommendations.

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 or side 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.

Commented [RB8]: I don't understand the logic of not allowing birdbaths on side yards, if they are not visible from the street

Commented [PR9R8]: I agree

Commented [LL10R8]: I agree as well. I would think board approval would be needed.

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 or side 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 or side 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 or side 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 require.

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.

Commented [RB11]: This doesn't make sense for decks in side yards

Commented [PR12R11]: Should be discussed in a meeting

Commented [LL13R11]: I agree this should be discussed at a meeting and require board approval

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

Decks may not be more than twenty five percent (25%) of the entire rear yard of the Lot unless otherwise approved by the ARC.

Enclosing a deck or balcony requires Approval, including support from affected neighbors.

Items placed on decks or balconies must adhere to the following:

- Decks and balconies will not be used for storage, which includes, but is not limited to, cardboard boxes, storage boxes (with the exception of deck boxes, described below), items stored in plastic bags, clothing racks¹, auto parts, tires, kitchen appliances, or tools. Bicycle storage is permitted.
- Patio furniture should be designed for outdoor use and resistant to the effects of weather. Furniture designed for indoor use is susceptible to fading, degradation, and attracting vermin and is therefore not allowed on decks or balconies.
- Storage sheds (whether prefabricated or built on site) are not allowed on decks or balconies, with the exception of deck boxes, the dimensions of which do not exceed 62" L x 29" W x 26" H. For decks smaller than 240 square feet, only one deck box would be allowed. For larger decks, the total area occupied by deck boxes should not exceed 7.5% of the surface area. Colors should conform to the color of the building.
- Gazebos, pergolas, screens, trellises, and other such installations on decks or balconies must be approved by adjacent homeowners and cannot exceed 10 feet in height.
- If a grill or other heat-producing device is placed on a deck or balcony on a building having more than 2 dwelling units, it must adhere to Denver Fire Code regarding "Barbecues, Propane and Heat-Producing Devices on Balconies."² The essential components of Fire Code are as follows:
 - No gas-fired grills, charcoal grills or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet (3 m) of any structure.
 - Exceptions:
 - a) One and 2 family dwellings.
 - b) LP-gas burners having an LP-gas container with a water capacity not greater than 2.5 pounds [nominal 1-pound (0.454kg) LP-gas capacity]. Two extra 1 pound LP-gas containers may be stored on the balcony.
 - c) Listed natural gas appliances shall be permitted on balconies when installed in accordance with the International Fuel Gas Code and supplied by the building's natural gas system.
 - d) Listed electric ranges, grills or similar electrical apparatus shall be permitted.

3.20 Dog Houses

Approval is required. Dog houses are restricted to ten (10) square feet and must be located in a fenced back or side 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.

Commented [LL14]: All of this may also need board approval.

Formatted: Indent: Left: 0.5"

Formatted: Bulleted + Level: 1 + Aligned at: 0.75" + Indent at: 1"

Commented [RB15]: Is this allowed for townhome owners?

Formatted: Font: (Default) Times New Roman

Formatted: Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.31"

Formatted: List Paragraph, Indent: Left: 1.31", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75"

Formatted: Font: (Default) Arial, 10 pt, Font color: Gray-60%

¹ Clotheslines on decks and balconies must adhere to the restrictions described under Clotheslines.

² Go to <https://www.denvergov.org/content/denvergov/en/fire-department-home-safety-information/home-fire-safety.html> and click on "Balcony Grills and Barbecues."

Formatted: Font: 10 pt, Font color: Black

Formatted: Font: 10 pt, Font color: Black

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 on townhomes).

- 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. Security doors installed in the townhomes must be white. All other security or security-type doors and windows must be approved prior to installation. All Security doors installed in the single family homes must match the trim of the house.

Commented [RB16]: Exhibit B should specify that white is only required for townhomes. Security doors on other homes should be complimentary with the color scheme of the home.

Commented [LL17R16]: That is correct.

Commented [LL18]:

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 ensure 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 or alley. 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 could result in substantial legal and financial liability to the Owner that caused the drainage issue.

3.24 Driveways and Parking

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.

No house trailer, utility trailer, horse trailer, camper, boat, or boat trailer shall be permitted to be parked or stored on a driveway or on any other portion of a Lot unless they are parked within a garage or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot.

Formatted: Indent: Left: 0.5"

~~No unregistered or inoperable motor vehicles or trailer of any kind may be disassembled, serviced or repaired on a driveway or any other portion of a Lot in such a manner as to be visible from any point on adjacent property or the street, except in the case of an emergency breakdown. The foregoing shall not prohibit the changing of flat tires, checking or changing of oil or other maintenance checks.~~

~~Parking of vehicles is prohibited on unpaved areas including unpaved front, side and rear yards.~~

~~Exterior storage of commercial vehicles, including on driveways, is prohibited. Commercial vehicles including, but not limited to, transporters, limousines, utility trailers, and any other PUC licensed vehicle or any vehicle requiring a Class C license to operate should generally be stored off-site. Allowed exceptions include temporary loading, delivery or emergencies, when these vehicles may be parked in driveways or paved areas for a period not to exceed forty-eight hours in any calendar week. Emergency first responder vehicles are exempt from this policy in accordance with Colorado law.~~

~~Parking in an alley or parking a car that intrudes into an alley from a driveway, is prohibited.~~

~~Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations may be towed by the District at the sole expense of the owner of such vehicle.~~

Commented [PR19]: This is covered under Vehicular Parking, Storage & Repairs. This section is quoted directly from the CC&Rs and can't be changed

Commented [LL20R19]:

Commented [LL21R19]:

Commented [LL22R19]:

Commented [LL23R19]:

Commented [LL24R19]:

Commented [LL25R19]:

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

A. 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.

B. ~~{Reserved}~~ Placement of Fences

~~Fences should not be installed within five feet of an alleyway, to prevent interference with snow removal or obstruct line-of-sight for vehicles backing into alleys.~~

Commented [LL26]: I agree with this. However, there are a handful of DRR's that have been approved otherwise. These prior approvals should be grandfathered in.

Commented [PR27R26]: They would be legally grandfathered in, so we are good

C.D. Fence Designs

Formatted: Hidden

Formatted: Indent: Left: 1"

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.

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

D.E. 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.

E.F. [Reserved]

F.G. 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.

G.H. 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.

Commented [R828]: So this prohibits fire pits on covered porches, correct?

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.

Commented [PR29R28]: Pretty much.

Commented [LL30R28]: I think this should be clarified by the board and voted on.

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. Placement closer than 5 feet poses a substantial risk of water damage to foundations, repairs to which are entirely the responsibility of the Owner, and could result in voiding of warranties.

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

3.34 Greenhouses

Approval is required, and they must be placed in side or rear yards. 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. Hot Tubs are not permitted in side yards. 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.

Commented [LL31]: Again, this will require board approval.

Commented [LL32R31]:

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 Initial 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. Any alterations from the initial plan must be approved prior to installation.

Commented [LL33]: Maybe add something to the effect and future owners will also have to apply to ACC for changes?

Commented [PR34R33]: Added

Commented [RB35]: Isn't this true for just the initial owners?
This may be confusing for future owners.

Approval is required for installation or modification of landscaping. 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. Bushes, trees, and sod may not be planted closer than 5 feet to any building foundation; planting closer than 5 feet poses a substantial risk of water damage to foundations, repairs to which are entirely the responsibility of the Owner, and could result in voiding of warranties. In planting near alleys, sidewalks, and other common elements, Owners should carefully choose plant varieties that are less likely to cause root damage. Owners will be held financial responsible for repairs caused by roots or other effects of landscaping.

In planning for landscaping, Owners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Owners should not construct any Improvements (including laying concrete sidewalks or planting large trees) over such easements without the consent of the utility involved, and Owners will be responsible for any damage to any utility lines. All

Commented [LL36]: Something should be added about permitting is the owners responsibility as well.

Commented [PR37R36]: That is in form

Formatted: Body Text Indent

underground utility lines and easements can be located by contacting: Utility Notification Center of Colorado, 1-800-922-1987 or 811.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

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 side or 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.

Patios may not be more than twenty five percent (25%) of the entire rear yard of the Lot unless otherwise approved by the ARC.

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, and they must be placed in a side or rear yard. 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. They must be placed in a side or rear yard.

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 side or 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

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 or 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.

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 side or 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

- A. 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.

- B. 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.
- C. 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.
- D. 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 permit 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.
- E. 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. All retaining walls should be constructed of brick, stone, or other materials of an appearance compatible with the primary building. Existing grading patterns must not be affected.

Commented [LL38]: Do we need to add something about the grading not being affected

Commented [PR39R38]: Yes!

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.

Windows

Replacement windows that match original or existing colors, materials and grid patterns will generally be approved.

If you want to change the color, design or materials of one or more windows, the general standard is that all windows on a single side of a structure must be similar or complementary. Approval consideration of Design Review Request Form for window replacement will be dependent upon general aesthetics, design symmetry and overall curb appeal.

When adding new windows (for additions / expansions), the windows shall be consistent with the scale, spacing and proportions typical of the existing structure and adjacent properties. Design accent and special purpose windows (e.g., round / fan windows, bay windows, green houses) will be considered based upon overall design appeal

Reflective and mirrored glass with a visible reflectivity greater than ten (10) percent is prohibited. Where reflective glass is used, such glass shall be gray, bronze, or other similar neutral shade. The use of silver, gold, blue, green or highly-mirrored surfaced glass is prohibited.

Exterior window frames shall be compatible with the exterior color of the house. Window frames other than wood shall be either anodized, electrostatically-painted, fiberglass or vinyl clad. Unpainted aluminum window frames are prohibited. Wood frames shall be painted, sealed or stained.

Windows with embedded blinds or shades will be considered given that they complement the architectural style and color of the structure. They must be maintained and kept in good working order.

Windows shall be maintained in good condition.

Window screens shall be maintained in good working condition, free of tears, rust and dents.

Screens, shutters or shades that are exterior to the window(s) require Approval. Approval consideration of exterior screens, shutters and/or shades is contingent upon general aesthetics, design symmetry and overall curb appeal.

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 and/or the tree lawn area.
- 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
- G. be free of ripples or showing of seams, have finished edges, and be securely attached to prevent lateral movement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

EXHIBIT A
PRIVACY FENCES

**EXHIBIT B
FENCE STAIN**

Product Name:

Grain Stain Exterior Solid Latex Stain (Product Code: BT1504)

Color Name:

GS224SO

Seagull SO

Product Details:

Product is available in 1 gallon cans or 5 gallon pails.

Price per gallon is below:

(Subject to change)

1 gallon cans: \$31.99 per gallon

5 gallon pails: \$31.69 per gallon

Store Location and Information:

(Subject to change)

Diamond Vogel Paint

4500 East 48th Ave

Denver, CO 80216

(303) 333-3117

Hours:

Monday – Friday, 7am – 5pm

Saturday, 8am – 12pm

EXHIBIT C
SECURITY DOORS

Commented [LL40]: Something should be added white only in townhomes.
Security doors in single family to match trim

**APPENDIX A
ARCHITECTURAL REVIEW REQUEST FORM**

Denver Connection West Metropolitan District
SDMS, Inc.
141 Union Blvd, Ste 150
Lakewood, CO 80228

FOR OFFICE USE ONLY

Date Received: _____

Crucial Date: _____

Date Sent to ARC: _____

Response Received: _____

NAME: _____

ADDRESS: _____

PHONE(S): _____

E-MAIL: _____

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

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

Please describe proposed improvements in the area below or on a separate sheet.

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 the 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: _____

Date: _____ Signature: _____

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