

STONE CREEK METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Patrick L. Lyng	President	2018/May 2018
Peter J. Klymkow	Secretary/Treasurer	2020/May 2020
Michael Dane Sanders	Assistant Secretary	2018/May 2018
Eric Kubly	Assistant Secretary	2020/May 2020
Mauricio Barbera	Assistant Secretary	2018/May 2018

DATE: April 19, 2018

TIME: 11:00 A.M.

PLACE: *Stone Creek Ranch Offices (Barn)*
6700 E. Scott Avenue
Parker, Colorado 80134

I. ADMINISTRATIVE MATTERS

A. Present Conflict Disclosures.

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

C. Consider change in meeting location to be the Stone Creek Ranch Offices (Barn); 6700 E. Scott Avenue, Parker. Consider approval of Resolution No. 2018-04-01; Changing Regular Meeting Location (enclosure).

D. Review and consider approval of Minutes from the February 22, 2018 Special Meeting and the March 5, 2018 Special Meeting (enclosures).

II. LEGAL MATTERS

A. Ratify acceptance of Revised Bonding Report and Cost Certification No. 1, prepared by Independent District Engineering Services, LLC ("IDES"), in the amount of \$1,825,366.50 (enclosure).

- B. Discuss status of Clubhouse Funding, Construction, and Operations Agreement by and among the District, Choke Cherry Investors, LLC, Cielo Metropolitan District and Forestar (USA) Real Estate Group, Inc.
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- C. Acknowledge recordation of Resolution No. 2017-11-05 Regarding the Imposition of District Fees (enclosure).
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III. FINANCIAL MATTERS

- A. Discuss status of funding of Requisitions associated with the issuance of the Series 2018A and Series 2018B Bonds.
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1. Ratify the approval of Requisition No. 1, from the District's General Obligation Limited Tax Bonds, Series 2018A.
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2. Ratify the approval of Requisition No. 1 from the District's Subordinate General Obligation Limited Tax Bonds, Series 2018B.
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- B. Ratify approval of the execution and filing of the 2017 Application for Exemption from Audit (enclosure).
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- C. Review and consider approval of the unaudited financial statements and schedule of cash position for the period ending _____ (to be distributed).
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IV. CAPITAL IMPROVEMENTS

- A. Review of IDES Board Meeting Project Status report.
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1. Ratify approval of Task Order No. 1 to Master Service Agreement by and between the District and Independent District Engineering Services, Inc., in an amount not to exceed \$50,000 (enclosure).
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- B. Ratify approval of Task Order No. 1 to Master Service Agreement by and between the District and SWAP, LLC., in an amount not to exceed \$50,000 (enclosure).
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- C. Discuss policies and procedures regarding payment process under District construction contracts and verification of same.
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V. COVENANT ENFORCEMENT/DESIGN REVIEW

- A. Discuss and consider adoption of Resolution No. 2018-04-02; Acknowledging and Adopting the Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch (enclosure).
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- B. Discuss and consider adoption of Resolution No. 2018-04-03; Adopting the Policies and Procedures Governing the Enforcement of the Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch (enclosure).
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- C. Discuss and consider adoption of Resolution No. 2018-04-04; Adopting the Design and Landscape Guidelines of Stone Creek Ranch (enclosure).
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- D. Consider appointment of individual(s) to Design Review Committee.
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VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 17, 2018.**

RESOLUTION NO. 2108-04-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
STONE CREEK METROPOLITAN DISTRICT
CHANGING REGULAR MEETING LOCATION**

WHEREAS, the Stone Creek Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (the “Board”) is required to designate a time and place for regular meetings pursuant to § 32-1-903, C.R.S., and the Board has designated a time and place for regular meetings in Resolution No. 2017-11-01, adopted by the Board on November 30, 2017 (the “Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72 Hour and 24 Hour Notices”); and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stone Creek Metropolitan District of the County of Douglas, Colorado:

1. The Board determines to hold regular meetings on the third Thursday of each month, at 11:00 A.M. at the Stone Creek Ranch Offices (“The Barn”), 6700 E. Scott Avenue, Parker, Colorado 80134.
2. Resolution No. 2017-11-01 shall only be amended as specifically provided herein, and no provision other than the location of the regular meetings shall be affected by this Resolution.

RESOLUTION APPROVED AND ADOPTED on April 19, 2018.

**STONE CREEK METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
STONE CREEK METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
FEBRUARY 22, 2018**

A special meeting of the Board of Directors of the Stone Creek Metropolitan District (referred to hereafter as the “Board”) was convened on Thursday, the 22nd day of February, 2018, at 10:00 a.m., at the Stone Creek Ranch Offices (Barn), 6700 E. Scott Avenue, Parker, Colorado. The meeting was open to the public.

Directors In Attendance Were:

Patrick L. Lyng
Peter J. Klymkow

Following discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow and, upon vote, unanimously carried, the absence of Michael “Dane” Sanders was excused.

Also In Attendance Was:

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

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

Gigi Pangindian; CliftonLarsonAllen LLP

Mike Sanders; Choke Cherry Investors, LLC

Eric Kubly; Richmond American Homes – Board Candidate

Blake Jordan and Tiffany Leichman; Sherman & Howard (via speakerphone)

Brooke Hutchens; D. A. Davidson and Co. (via speakerphone)

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

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

ADMINISTRATIVE MATTERS

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

Following discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow and, upon vote unanimously carried, the Agenda for the District's special meeting was approved as amended.

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, and upon motion duly made by Director Lyng, seconded by Director Klymkow and, upon vote, unanimously carried, the Board determined that the meeting location was in accordance with statute, as it was conducted at a location within the boundaries of the District. The Board further noted that notice of this location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

Minutes: The Board reviewed the Minutes of the January 18, 2018 Regular Meeting.

Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board approved the Minutes of the January 18, 2018 Regular Meeting.

FINANCIAL MATTERS

2018 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2018 Budget and discuss related issues.

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

There were no comments from the public in attendance and the public hearing was closed.

Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board approved the Resolution No. 2018-02-01 to Amend the 2018 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

December 31, 2017 Unaudited Financial Statements: The Board deferred action at this time.

2017 Application for Exemption from Audit: The Board reviewed the 2017 Application for Exemption from Audit.

Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow and, upon vote, unanimously carried, the Board approved execution and filing of the 2017 Application for Exemption from Audit, subject to final review by the District Accountant.

**LEGAL
MATTERS**

Bonding Report and Cost Certification No. 1: The Board reviewed the Bonding Report and Cost Certification No. 1 prepared by Independent District Engineering Services (“IDES”) in the amount of \$861,328.37 for reimbursable expenses and \$1,825,366.50 of expenses to be paid directly from the proceeds of the Series 2018 Bonds (defined below).

Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng and, upon vote, unanimously carried, the Board accepted Bonding Report and Cost Certification No. 1 in the amount of \$861,328.37 for reimbursable expenses and \$1,825,366.50 of expenses to be paid directly from the proceeds of the Series 2018 Bonds (defined below).

Resolution Authorizing the Issuance of the District’s General Obligation Limited Tax Bonds Series 2018A, and its Subordinate General Obligation Limited Tax Bonds, Series 2018B, in the approximate aggregate principal amount of \$11,500,000 and Authorize the Execution of Indentures of Trust, a Bond Purchase Agreement, and All Other Agreements, Documents, Instruments, Certificates, and Actions Necessary or Appropriate in Connection with the Issuance of the Two Series of Bonds: Attorney Jordan presented the Resolution Authorizing the Issuance of the District’s General Obligation Limited Tax Bonds Series 2018A, and its Subordinate General Obligation Limited Tax Bonds, Series 2018B, in the approximate aggregate principal amount of \$11,500,000 (collectively, the “Series 2018 Bonds”).

Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow and, upon vote, unanimously carried, the Board adopted the Resolution Authorizing the Issuance of the District’s General Obligation Limited Tax Bonds Series 2018A, and its Subordinate General Obligation Limited Tax Bonds, Series 2018B, in the approximate aggregate principal amount of \$11,500,000 and authorized the execution of Indentures of Trust, a Bond Purchase Agreement, and All Other Agreements, Documents, Instruments, Certificates, and actions necessary or appropriate in connection with the issuance of the two series of bonds.

**CAPITAL
IMPROVEMENTS**

Ratify Execution of and Acknowledge Recordation of Stone Creek Ranch Filing No. 1 Final Plat @ Rec. #2017081539: Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng and, upon vote, unanimously carried, the Board ratified the execution of and acknowledged recordation of Stone Creek Ranch Filing No. 1 Final Plat @ Rec. #2017081539.

Offsite Improvements Agreement between KB Home Colorado, Inc., Richmond American Homes of Colorado, Inc., Taylor Morrison of Colorado, Inc., the District, Choke Cherry Investors, LLC and First American Title Insurance Company: Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board ratified the approval of the Offsite Improvements Agreement between KB Home Colorado, Inc., Richmond American Homes of Colorado, Inc., Taylor Morrison of Colorado, Inc., the District, Choke Cherry Investors, LLC and First American Title Insurance Company, subject to final review by Legal Counsel.

Amenity Center Escrow Agreement by and among the District, Choke Cherry Investors, LLC, Richmond American Homes of Colorado, Inc., Taylor Morrison of Colorado, Inc., KB Home Colorado, Inc. and First American Title Insurance Company: Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board ratified approval of the Amenity Center Escrow Agreement by and among the District, Choke Cherry Investors, LLC, Richmond American Homes of Colorado, Inc., Taylor Morrison of Colorado, Inc., KB Home Colorado, Inc. and First American Title Insurance Company, subject to final review by Legal Counsel.

Developer Escrow Agreement by and among the District, Choke Cherry Investors, LLC, Richmond American Homes of Colorado, Inc., Taylor Morrison of Colorado, Inc., KB Home Colorado, Inc. and First American Title Insurance Company: Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board ratified approval of the Developer Escrow Agreement by and among the District, Choke Cherry Investors, LLC, Richmond American Homes of Colorado, Inc., Taylor Morrison of Colorado, Inc., KB Home Colorado, Inc. and First American Title Insurance Company, subject to final review by Legal Counsel.

Conditional Non-Exclusive Assignment of Plans and Contracts by and among the District, Choke Cherry Investors, LLC, KB Home Colorado, Inc., Taylor Morrison of Colorado, Inc. and Richmond American Homes of Colorado, Inc.: Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow, and upon vote unanimously carried, the Board approved the Conditional Non-Exclusive Assignment of Plans and Contracts by and

among the District, Choke Cherry Investors, LLC, KB Home Colorado, Inc., Taylor Morrison of Colorado, Inc. and Richmond American Homes of Colorado, Inc., subject to review by Legal Counsel.

Master Service Agreement between the District and Stormwater Asset Protection, LLC regarding Stormwater Management Services: The Board deferred action on this matter.

Notice of Award and Approval of Stipulated Sum Price Agreement Between the District, Hudick Excavating, Inc. d/b/a HEI CIVIL, and Choke Cherry Investors, LLC: Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow, and upon vote unanimously carried, the Board approved a Stipulated Sum Price Agreement and Notice of Award to Hudick Excavating, Inc. d/b/a HEI CIVIL subject to receipt of funding.

Easements between the District and Pinery Water and Wastewater District: Director Lyng reported the easements were included in the final plat.

Covenant Enforcement: There was nothing new to report.

Appointment of Individuals to Design Review Committee: Discussion on this matter was deferred.

Resolution No. 2017-11-05; Resolution Regarding the Imposition of District Fees: The Board directed recordation of the Resolution Regarding the Imposition of District Fees in conjunction with the closing on the sale of certain property located within the boundaries of the District to KB Home Colorado, Inc., Richmond American Homes of Colorado, Inc. and Taylor Morrison of Colorado, Inc., said closing anticipated to occur on March 6, 2018.

Clubhouse Funding, Construction, and Operations Agreement by and among the District, Choke Cherry Investors, LLC, Cielo Metropolitan District and Forestar (USA) Real Estate Group, Inc.: Following discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow, and upon vote unanimously carried, the Board approved the Clubhouse Funding, Construction, and Operations Agreement by and among the District, Choke Cherry Investors, LLC, Cielo Metropolitan District and Forestar (USA) Real Estate Group, Inc., subject to final Legal review.

OTHER BUSINESS

Appointment of Director: Following discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board appointed Eric Kubly to the term ending in 2018 and Mauricio Barbera to the term ending in 2020. Ms. Johnson administered the oath of office to Mr. Kubly. It was noted that a Notice of Vacancy was published on December 28,

2017.

Appointment of Officers: Following discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Patrick Lyng
Treasurer/Secretary	Peter J. Klymkow
Assistant Secretary	Michael "Dane" Sanders
Assistant Secretary	Eric Kubly
Assistant Secretary	Mauricio Barbera

CONTINUANCE

There being no further business to come before the Board at this time, upon motion duly made by Director Lyng, seconded by Director Klymkow and, upon vote, unanimously carried, the meeting was continued to February 27, 2018 at 9:00 a.m..

Respectfully submitted,

By _____
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL FEBRUARY 22, 2018 SPECIAL MEETING MINUTES OF THE STONE CREEK METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Patrick L. Lyng

Michael "Dane" Sanders

Peter J. Klymkow

Eric Kubly

Mauricio Barbera

RESOLUTION TO AMEND 2018 BUDGET
STONE CREEK METROPOLITAN DISTRICT

WHEREAS, the Board of Directors of the Stone Creek Metropolitan District budgeted and appropriated funds for the fiscal year 2018 as follows:

General Fund	\$	350,000
Debt Service Fund	\$	376,042
Capital Projects Fund	\$	9,322,000

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

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

WHEREAS, funds are available for such expenditures in the Debt Service Fund from transfer from Capital Projects Fund; and

WHEREAS, funds are available for such expenditures in the Capital Projects Fund from Bond Proceeds.


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

Debt Service Fund	\$	388,015
Capital Projects Fund	\$	9,346,000

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

DATED this 22nd day of February, 2018.

STONE CREEK METROPOLITAN DISTRICT

By:  Secretary

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
STONE CREEK METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
MARCH 5, 2018**

A Special meeting of the Board of Directors of the Stone Creek Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, the 5th day of March, 2018, at 10:00 a.m., at the Stone Creek Ranch Offices (Barn); 6700 E. Scott Avenue, Parker. The meeting was open to the public.

Directors In Attendance Were:

Patrick L. Lyng
Peter J. Klymkow
Michael “Dane” Sanders
Eric Kubly
Mauricio Barbera (for a portion of the meeting)

Also In Attendance Was:

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

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

Gigi Pangindian; CliftonLarsonAllen LLP

Mike Sanders; Choke Cherry Investors, LLC

Tanna Boisvert, Guy Ford and Greg Toler; Independent District Engineering Services, LLC (“IDES”)

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

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

**ADMINISTRATIVE
MATTERS**

Agenda: Ms. Jacoby distributed for the Board’s review and approval a proposed Agenda for the District's Special meeting.

Following discussion, upon motion duly made by Director Lyng, seconded by Director Sanders and, upon vote unanimously carried, the Agenda for the District's Special meeting was approved, as amended.

Approval of Meeting Location: **Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, and upon motion duly made by Director Lyng, seconded by Director Sanders and, upon vote, unanimously carried, the Board determined that the meeting location was in accordance with statute, as it was conducted at a location within the boundaries of the District. The Board further noted that notice of this location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

LEGAL MATTERS

Conditional Non-Exclusive Assignment of Plans and Contracts by and between Choke Cherry Investors, LLC, KB Home Colorado, Inc., Richmond American Homes of Colorado, Inc., Taylor Morrison of Colorado, Inc., and the District: Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Sanders, and upon vote unanimously carried, the Board ratified approval of the Conditional Non-Exclusive Assignment of Plans and Contracts by and between Choke Cherry Investors, LLC, KB Home Colorado, Inc., Richmond American Homes of Colorado, Inc., Taylor Morrison of Colorado, Inc., and the District.

Revised Bonding Report & Cost Certification No. 1: Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board accepted the Revised Bonding Report & Cost Certification No. 1, dated February 28, 2018, prepared by IDES, for the recommended acceptance amount of \$861,328.37 in reimbursable expenses and \$1,825,366.50 in costs to be paid directly from the Series 2018 Bonds.

Bonding Report & Cost Certification No. 2: Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow, and upon vote unanimously carried, the Board accepted Bonding Report & Cost Certification No. 2, prepared by IDES, for the recommended acceptance amount of \$199,610.99 in reimbursable expenses and \$79,835.74 in costs to be paid directly from the proceeds of the Series 2018 Bonds.

Master Service Agreement between the District and Stormwater Asset Protection, LLC regarding Stormwater Management Services: Following review and discussion, upon motion duly made by Director Lyng, seconded by

Director Klymkow, and upon vote unanimously carried, the Board ratified approval of the Master Service Agreement between the District and Stormwater Asset Protection, LLC regarding Stormwater Management Services (“Stormwater MSA”).

Task Order No. 1 to Stormwater MSA: Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow, and upon vote unanimously carried, the Board accepted Task Order No. 1 to Stormwater MSA, in an amount not to exceed \$50,000 for Observation and Permit Management.

Resolution authorizing the issuance of the District’s General Obligation Limited Tax Bonds Series 2018A (“Series 2018A Bonds”), and its Subordinate General Obligation Limited Tax Bonds, Series 2018B (“Series 2018B Bonds”, and collectively with the Series 2018A Bonds, the “2018 Bonds”), in the approximate aggregate principal amount of \$11,500,000 and authorize the execution of indentures of trust, a bond purchase agreement, and all other agreements, documents, instruments, certificates, and actions necessary or appropriate in connection with the issuance of the two series of bonds:

Attorney Cortese reported that approval of the above referenced Resolution has occurred and that all associated documents have been executed, awaiting legal opinions, with bond funding scheduled to occur March 6, 2018. No action was required by the Board.

Requisition(s) related to Stone Creek Metropolitan District Indenture of Trust, to be dated March 6, 2018, Series 2018A Bonds: Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow, and upon vote unanimously carried, the Board approved Requisition No. 1 related to the disbursement of funds associated with the issuance of the Series 2018A Bonds.

Requisition(s) related to Stone Creek Metropolitan District Indenture of Trust, to be dated March 6, 2018, Series 2018B Bonds: Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Klymkow, and upon vote unanimously carried, the Board approved Requisition No. 1 related to the disbursement of funds associated with the issuance of the Series 2018B Bonds.

Assignment of Purchase and Sale Agreement by and between Paul R. and Jean Thayer and Choke Cherry Investors, LLC, from Choke Cherry Investors, LLC to the District: Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board approved the Assignment of Purchase and Sale Agreement by and between Paul R. and Jean Thayer and Choke Cherry Investors, LLC, from Choke Cherry Investors, LLC to the District, subject to final legal review.

Partial Assignment of Purchase and Sale Tree Agreement by and between Paul R. and Jean Thayer, Choke Cherry Investors, LLC, and Arlington Land Partners, LLC, from Choke Cherry Investors, LLC to the District: Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board approved the Partial Assignment of Purchase and Sale Tree Agreement by and between Paul R. and Jean Thayer, Choke Cherry Investors, LLC, and Arlington Land Partners, LLC, from Choke Cherry Investors, LLC to the District, subject to final legal review.

Non-exclusive assignment from Choke Cherry Investors, LLC, of that certain letter agreement between Choke Cherry Investors, LLC and Atwell Group, entitled “Civil Engineering and Surveying Proposal for Choke Cherry Farm” dated February 13, 2013, for Project No. 1315 relating to engineering plans, final plat, and construction plans for property commonly known as Stone Creek Ranch Filing No. 1: Following review and discussion, upon motion duly made by Director Klymkow, seconded by Director Lyng, and upon vote unanimously carried, the Board ratified acceptance of the Non-exclusive assignment from Choke Cherry Investors, LLC, of that certain letter agreement between Choke Cherry Investors, LLC and Atwell Group, entitled “Civil Engineering and Surveying Proposal for Choke Cherry Farm” dated February 13, 2013, for Project No. 1315 relating to engineering plans, final plat, and construction plans for property commonly known as Stone Creek Ranch Filing No. 1, subject to final legal review.

CAPITAL IMPROVEMENTS

IDES Board Meeting Project Status Report dated March 5, 2018: IDES representatives Tanna Boisvert and Guy Ford, distributed and reviewed with the Board the Board Meeting Project Status Report dated March 5, 2018. It was noted that Ms. Boisvert would provide project oversight management. Discussion ensued regarding acquisition of permits, inspection, repair, maintenance, construction meetings and the approval of Contract Administration Forms and Pay Applications.

It was determined that weekly construction meetings would be held on Wednesdays at 10:00 a.m., with a construction kick-off meeting set for March 7, 2018.

IDES Task Order No. 1: As outlined in the report, the Board considered approval of IDES Task Order No. 1 for District Engineering Oversight Services for a not-to-exceed amount of \$50,000.

Following review and discussion, upon motion duly made by Director Lyng, seconded by Director Sanders, and upon vote unanimously carried, the Board approved IDES Task Order No. 1 for District Engineering Oversight Services for a not-to-exceed amount of \$50,000.

**COVENANT
ENFORCEMENT/
DESIGN REVIEW**

Resolution No. 2018-03-02 ; Acknowledging and Adopting the Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch: Attorney Cortese presented Resolution No. 2018-03-02; Acknowledging and Adopting the Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch for the Board's consideration. Directors Barbera and Klymkow requested that additional review time be allowed. The Board determined to defer this matter.

Resolution No. 2018-03-03; Adopting the Policies and Procedures Governing the Enforcement of the Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch: Attorney Cortese presented Resolution No. 2018-03-03; Adopting the Policies and Procedures Governing the Enforcement of the Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch for the Board's consideration. Directors Barbera and Klymkow requested that additional review time be allowed. The Board determined to defer this matter.

Resolution No. 2018-03-04; Adopting the Design and Landscape Guidelines of Stone Creek Ranch: Attorney Cortese presented Resolution No. 2018-03-04; Adopting the Design and Landscape Guidelines of Stone Creek Ranch for the Board's consideration. Directors Barbera and Klymkow requested that additional review time be allowed. The Board determined to defer this matter.

Appointment of Individuals to Design Review Committee: Discussion on this matter was deferred.

OTHER BUSINESS

Following discussion, the Board determined to cancel the March 15, 2018 Board Meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made, seconded and, upon vote, unanimously carried, the meeting was continued to March 6, 2018 at 9:00 a.m. at the Stone Creek Ranch Offices (Barn), 6700 E. Scott Avenue, Parker, Colorado 80134.

Respectfully submitted,

By _____
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL MARCH 5, 2018
REGULAR MEETING MINUTES OF THE STONE CREEK METROPOLITAN
DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Patrick L. Lyng

Peter J. Klymkow

Michael “Dane” Sanders

Eric Kubly

Mauricio Barbera

**Stone Creek
Metro District**

**Bonding Report
&
Cost Certification**

May 2013 through February 2018

February 14, 2018

Stone Creek Metropolitan District
Attn: District Counsel
c/o Elizabeth Cortese
450 East 17th Ave, Suite 400
Denver, Colorado 80203

DISTRICT ENGINEER'S VERIFICATION OF EXPENDITURES PAID BY CHOKE CHERRY, LLC AND DISTRICT ELIGIBLE EXPENDITURES TO BE PAID BY THE STONE CREEK METROPOLITAN DISTRICT AT THE TIME OF CLOSING WITH BOND PROCEEDS.

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Stone Creek Metropolitan District (District) to provide verification of expenditures related to expenditures paid by Choke Cherry, LLC, for the Stone Creek Development located in the City of Parker, Colorado (Project). This document summarizes the engineer's approach and findings for review of District Eligible expenditures. Additionally, Independent District Engineering Services, LLC reviewed District Eligible expenses to be paid by Bond Proceeds.

ACTIVITIES CONDUCTED

To provide verification of expenditures related to services paid, a review of the relevant invoices and proofs of payment submitted to Choke Cherry, LLC was performed. These were invoices to, and paid by Choke Cherry, LLC. Some of the expenditures were for services eligible as public expenditures (District Eligible Expenses) and some of the expenditures were for services that are not eligible as public expenditures (Non-Eligible Expenses). The non- District eligible expenditures have been provided by Choke Cherry, LLC for tracking efficiency and are being identified in Attachment A so that at final accounting, they are not paid from District funds. A summary was created for expenditures, including both District Eligible and Non-Eligible Expenses, and attached as Attachment A.

DISCUSSION

Review of District Documents and Agreements

The District Service Plan was reviewed to determine District-eligible services.

Review of Expenditures

Service Agreements

Invoices for Service Agreements have been submitted for review by the District Engineer. The expenditures were allocated between District Eligible Expenses and Non-Eligible Expenses by percentage of area and by the type of service provided. The percentage is prorated by public land and private land area District percent. These allocations are verified to be in accordance with the Service Plan for District Eligible Expenses. These expenditures are shown in Attachment A.

Classification of Expenditures

Service Agreement expenditures are for the consultants that support the creation of the Metro District such as, but not limited to, bonding, legal, accounting, civil design, park and recreation design, jurisdictional approvals and fees, and permit fees. Direct payment expenses are expenses that have been reviewed by the District and confirmed by District Attorneys that said expenses are eligible to be paid by the District and can be directly paid at the time of property closing. These expenses are shown in attachment A.

Attachments

Attachment A shows expenditures submitted to Choke Cherry, LLC for payment and proposed costs eligible for direct payment at the time of closing. This shows the allocation of expenditures between verified District Eligible Expenses and Non-Eligible Expenses. Attachment B shows the expenditures by category. It is anticipated that this is the first of two bonding reports and cost certifications due to the timing of the Stone Creek Metropolitan District and the status of invoice reviews.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we recommend the following:

1. In our professional opinion, the expenditures were reviewed and found to be reasonable and comparable to other similar projects in the Denver metropolitan area.
2. At this time and based upon the information provided, we find **\$861,328.37** of the expenditures were appropriately classified as District Eligible Expenses and are recommended for reimbursement to Choke Cherry, LLC. Additionally, we find **\$176,915.53** of the expenditures were appropriately classified as Non-Eligible Expenses.
3. At this time and based upon the information provided, we find **\$1,825,366.50** of proposed costs that are recommended to be paid directly from Bond proceeds at the time of closing.

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

Respectfully Submitted,
Independent District Engineering Services, LLC

Guy T. Ford, PE
Attachments

Attachments A and B Expenditures & Proposed Costs

Attachment A

Stone Creek Metropolitan District
Engineer's Summary for Bonding Report and Cost Verification
Stone Creek Draw 1

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Paid By	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Reimbursable Expenses	Direct Payment Expenses	Notes
Atwell Engineering												
0176826	5/12/15	Yes	6/2/15	1199	CCI, LLC	Civil Engineering	\$5,754.09	\$4,452.51	\$1,301.58	\$4,452.51		Atwell took over Peak Eng
0177453	6/17/15	Yes	8/17/15	1219	CCI, LLC	Civil Engineering	\$36,998.75	\$28,629.63	\$8,369.12	\$28,629.63		District %
0178558	7/29/15	Yes	10/14/15	1239	CCI, LLC	Civil Engineering	\$20,022.07	\$15,493.08	\$4,528.99	\$15,493.08		District %
0179077	8/21/15	Yes	10/14/15	1239	CCI, LLC	Civil Engineering	\$6,512.98	\$5,039.74	\$1,473.24	\$5,039.74		District %
0179432	9/9/15	Yes	9/15/15	1236	CCI, LLC	Civil Engineering	\$9,105.75	\$7,046.03	\$2,059.72	\$7,046.03		District %
0180345	10/14/15	Yes	11/3/15	1244	CCI, LLC	Civil Engineering	\$17,769.80	\$13,750.27	\$4,019.53	\$13,750.27		District %
0181363	11/20/15	Yes	12/10/15	1255	CCI, LLC	Civil Engineering	\$19,511.85	\$15,098.27	\$4,413.58	\$15,098.27		District %
0181696	12/15/15	Yes	1/18/16	1274	CCI, LLC	Civil Engineering	\$5,450.25	\$4,217.40	\$1,232.85	\$4,217.40		District %
0182295	1/12/16	Yes	3/7/16	1277	CCI, LLC	Civil Engineering	\$10,932.62	\$8,459.66	\$2,472.96	\$8,459.66		District %
0183546	2/23/16	Yes	4/8/16	1286	CCI, LLC	Civil Engineering	\$5,999.00	\$4,642.03	\$1,356.97	\$4,642.03		District %
0184116	3/17/16	Yes	6/6/16	1296	CCI, LLC	Civil Engineering	\$2,623.75	\$2,030.26	\$593.49	\$2,030.26		District %
0185086	4/22/16	Yes	6/6/16	1308	CCI, LLC	Civil Engineering	\$24,941.25	\$19,299.54	\$5,641.71	\$19,299.54		District %
0185944	5/26/16	Yes	8/5/16	1329	CCI, LLC	Civil Engineering	\$8,491.00	\$6,570.34	\$1,920.66	\$6,570.34		District %
0186506	6/16/16	Yes	7/11/16	1318	CCI, LLC	Civil Engineering	\$12,341.57	\$9,549.91	\$2,791.66	\$9,549.91		District %
0187829	7/31/16	Yes	9/19/16	1334	CCI, LLC	Civil Engineering	\$12,812.22	\$9,914.10	\$2,898.12	\$9,914.10		District %
0188691	8/31/16	Yes	10/11/16	1344	CCI, LLC	Civil Engineering	\$34,174.28	\$26,444.06	\$7,730.22	\$26,444.06		District %
0189624	9/28/16	Yes	11/23/16	1351	CCI, LLC	Civil Engineering	\$9,806.00	\$7,587.88	\$2,218.12	\$7,587.88		District %
0190454	10/26/16	Yes	12/15/16	1359	CCI, LLC	Civil Engineering	\$20,493.20	\$15,857.64	\$4,635.56	\$15,857.64		District %
0191397	11/23/16	Yes	2/6/17	1369	CCI, LLC	Civil Engineering	\$26,391.60	\$20,421.82	\$5,969.78	\$20,421.82		District %
0192137	12/22/16	Yes	2/6/17	1369	CCI, LLC	Civil Engineering	\$2,135.27	\$1,652.27	\$483.00	\$1,652.27		District %
0192892	1/20/17	Yes	3/3/17	1377	CCI, LLC	Civil Engineering	\$2,867.50	\$2,218.87	\$648.63	\$2,218.87		District %
0193920	1/27/17	Yes	3/17/17	1385	CCI, LLC	Civil Engineering	\$4,319.68	\$3,342.57	\$977.11	\$3,342.57		District %
0194382	3/16/17	Yes	4/17/17	1395	CCI, LLC	Civil Engineering	\$6,602.96	\$5,109.37	\$1,493.59	\$5,109.37		District %
0195368	4/20/17	Yes	5/19/17	1403	CCI, LLC	Civil Engineering	\$3,874.54	\$2,998.12	\$876.42	\$2,998.12		District %
0196381	5/22/17	Yes	6/26/17	1266,1413	CCI, LLC	Civil Engineering	\$5,812.48	\$4,497.70	\$1,314.78	\$4,497.70		District %
0196657	6/9/17	Yes	7/18/17	1421	CCI, LLC	Civil Engineering	\$4,153.75	\$3,214.17	\$939.58	\$3,214.17		District %
0198283	7/25/17	Yes	9/8/17	1431	CCI, LLC	Civil Engineering	\$10,919.40	\$8,449.43	\$2,469.97	\$8,449.43		District %
0198988	8/21/17	Yes	9/12/17	1439	CCI, LLC	Civil Engineering	\$3,370.00	\$2,607.71	\$762.29	\$2,607.71		District %
0200266	9/27/17	Yes	10/20/17	1461	CCI, LLC	Civil Engineering	\$24,261.62	\$18,773.64	\$5,487.98	\$18,773.64		District %
0201275	10/25/17	Yes	11/20/17	1453	CCI, LLC	Civil Engineering	\$7,038.25	\$5,446.20	\$1,592.05	\$5,446.20		District %
Subtotal Atwell Engineering							\$365,487.48	\$282,814.21	\$82,673.27	\$282,814.21		
Aldridge Transportation and Engineering												
12708	5/3/13	Yes	6/10/17	0001017	CCI, LLC	Traffic Study, Roadway & Signal Design	\$12,020.00	\$12,020.00	\$0.00	\$12,020.00		
12728	5/29/13	Yes	2/18/14	0001065	CCI, LLC	Traffic Study, Roadway & Signal Design	\$2,520.00	\$2,520.00	\$0.00	\$2,520.00		
14102	1/23/14	Yes	2/18/14	0001065	CCI, LLC	Traffic Study, Roadway & Signal Design	\$3,840.00	\$3,840.00	\$0.00	\$3,840.00		
14132	4/10/14	Yes	6/11/04	0001092	CCI, LLC	Traffic Study, Roadway & Signal Design	\$4,480.00	\$4,480.00	\$0.00	\$4,480.00		
14152	6/11/14	Yes	10/21/14	0001125	CCI, LLC	Traffic Study, Roadway & Signal Design	\$3,200.00	\$3,200.00	\$0.00	\$3,200.00		
14182	10/8/14	Yes	11/26/14	0001132	CCI, LLC	Traffic Study, Roadway & Signal Design	\$1,280.00	\$1,280.00	\$0.00	\$1,280.00		
Total Aldridge Transportation and Engineering							\$27,340.00	\$27,340.00	\$0.00	\$27,340.00		
Douglas County												
Emails		No				Traffic Signal LOI	\$0.00	\$0.00	\$0.00	\$0.00	\$141,000.00	Per SIA
Emails		No				GESC LOI - Stormwater	\$0.00	\$0.00	\$0.00	\$0.00	\$171,969.00	
Emails		No	4/19/13	1007	CCI, LLC	Engineering	\$300.00	\$232.14	\$67.86	\$232.14		
Emails		No	4/19/13	1008	CCI, LLC	Planning	\$1,410.00	\$0.00	\$1,410.00	\$0.00		Payment Never Cleared
Emails		No	7/10/13	1027	CCI, LLC	Planning Zoning Application Fee	\$13,425.00	\$10,388.27	\$3,036.74	\$10,388.27		District %
Emails		No	11/4/13	1047	CCI, LLC	Sketch Plan Application	\$8,645.00	\$6,689.50	\$1,955.50	\$6,689.50		\$15 Per Lot, 343 Lots
Emails		No	5/4/16	1305	CCI, LLC	Taxes	\$8,588.62	\$0.00	\$8,588.62	\$0.00		Property Taxes
Emails		No	2/18/17	1382	CCI, LLC	Drainage Report Review Fees	\$3,750.00	\$2,901.75	\$848.25	\$2,901.75		District %
Emails		No	2/18/17	1383	CCI, LLC	Floodplain permit review fee	\$100.00	\$77.38	\$22.62	\$77.38		District %
		No	3/6/17	1393	CCI, LLC	Douglas County Treasurer	\$9,107.02	\$0.00	\$9,107.02	\$0.00		Property Taxes
Total Douglas County							\$45,325.64	\$20,289.04	\$25,036.60	\$20,289.04	\$312,969.00	
Dunn Landscape Design												
2015-046	10/9/15	Yes	11/9/15	0001248	CCI, LLC	Park & District Tract Landscape Plans	\$250.00	\$250.00	\$0.00	\$250.00		
2015-058	12/31/15	Yes	1/20/16	0001272	CCI, LLC	Park & District Tract Landscape Plans	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00		
2016-013	2/27/16	Yes	4/12/16	0001290	CCI, LLC	Park & District Tract Landscape Plans	\$11,481.33	\$11,481.33	\$0.00	\$11,481.33		

Attachment A

Stone Creek Metropolitan District
Engineer's Summary for Bonding Report and Cost Verification
Stone Creek Draw 1

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Paid By	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Reimbursable Expenses	Direct Payment Expenses	Notes
2016-014	3/18/16	Yes	4/30/16	0001304	CCI, LLC	Park & District Tract Landscape Plans	\$4,593.75	\$4,593.75	\$0.00	\$4,593.75		
2016-011	1/29/16	Yes	4/30/16	0001304	CCI, LLC	Park & District Tract Landscape Plans	\$6,329.75	\$6,329.75	\$0.00	\$6,329.75		
2016-055	12/20/16	Yes	2/20/17	0001384	CCI, LLC	Park & District Tract Landscape Plans	\$1,281.25	\$1,281.25	\$0.00	\$1,281.25		
2016-019	2/20/17	Yes	3/20/17	0001386	CCI, LLC	Clubhouse Design	\$906.35	\$906.35	\$0.00	\$906.35		
2016-020	2/20/17	Yes	3/20/17	0001386	CCI, LLC	Park & District Tract Landscape Plans	\$281.25	\$281.25	\$0.00	\$281.25		
Subtotal Dunn Landscape Design							\$29,248.68	\$29,248.68	\$0.00	\$29,248.68		
Engineering Dynamics												
C3985	4/24/13	Yes	5/14/13	0001009	CCI, LLC	Traffic Noise Impact Assessment	\$3,200.00	\$2,476.16	\$723.84	\$2,476.16		District %
Subtotal Engineering Dynamics							\$3,200.00	\$2,476.16	\$723.84	\$2,476.16		
Hudick Civil												
						Bond Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	Bonding Pay App 1
Subtotal Hudick Civil							\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	
IDES, LLC												
						District Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal IDES, LLC							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Metrostudy, Inc												
23012	10/24/16	Yes	12/19/16	0001365	CCI, LLC	Bond Market Study/Underwriting	\$4,080.00	\$4,080.00	\$0.00	\$4,080.00		Metro District Bonds
24723	12/27/16	Yes	8/16/16	0001434	CCI, LLC	Bond Market Study/Underwriting	\$4,795.80	\$4,795.80	\$0.00	\$4,795.80		Metro District Bonds
24723	12/27/16	Yes	9/13/16	0001442	CCI, LLC	Bond Market Study/Underwriting	\$4,795.80	\$4,795.80	\$0.00	\$4,795.80		Metro District Bonds
32840	10/13/17	No	10/10/17	0001457	CCI, LLC	Bond Market Study/Underwriting	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00		Metro District Bonds
32840	10/13/17	No	10/13/17	0001459	CCI, LLC	Bond Market Study/Underwriting	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00		Metro District Bonds
Total Metrostudy, Inc							\$29,671.60	\$29,671.60	\$0.00	\$29,671.60		
McGeady Becher												
1	5/31/13	Yes	6/7/13	Bank Stmt	CCI, LLC	Legal Services	\$109.50	\$109.50	\$0.00	\$109.50		
2	8/31/13	Yes	10/8/13	Bank Stmt	CCI, LLC	Legal Services	\$455.00	\$455.00	\$0.00	\$455.00		
3	9/30/13	Yes	11/13/13	Bank Stmt	CCI, LLC	Legal Services	\$485.00	\$485.00	\$0.00	\$485.00		
4	10/31/13	Yes	12/17/13	Bank Stmt	CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
5	12/31/13	Yes	1/14/14	Bank Stmt	CCI, LLC	Legal Services	\$100.00	\$100.00	\$0.00	\$100.00		
6	4/30/14	Yes	5/20/14	Bank Stmt	CCI, LLC	Legal Services	\$457.50	\$457.50	\$0.00	\$457.50		
7	7/31/14	Yes	9/5/14	Bank Stmt	CCI, LLC	Legal Services	\$240.00	\$240.00	\$0.00	\$240.00		
8	8/31/14	Yes	9/30/14	Bank Stmt	CCI, LLC	Legal Services	\$180.00	\$180.00	\$0.00	\$180.00		
9	9/30/14	Yes	3/5/15	Bank Stmt	CCI, LLC	Legal Services	\$265.00	\$265.00	\$0.00	\$265.00		
10	10/31/14	Yes	11/25/14	Bank Stmt	CCI, LLC	Legal Services	\$1,344.38	\$1,344.38	\$0.00	\$1,344.38		
11	11/30/14	Yes	12/19/14	Bank Stmt	CCI, LLC	Legal Services	\$2,056.33	\$2,056.33	\$0.00	\$2,056.33		
12	12/31/15	Yes			CCI, LLC	Legal Services	\$1,862.32	\$1,862.32	\$0.00	\$1,862.32		
13	1/31/15	Yes			CCI, LLC	Legal Services	\$789.50	\$789.50	\$0.00	\$789.50		
14	2/28/15	Yes	4/15/15	Bank Stmt	CCI, LLC	Legal Services	\$3,481.50	\$3,481.50	\$0.00	\$3,481.50		
15	3/31/15	Yes	5/29/15	Bank Stmt	CCI, LLC	Legal Services	\$283.50	\$283.50	\$0.00	\$283.50		
16	10/31/16	Yes	1/24/17	Bank Stmt	CCI, LLC	Legal Services	\$30.00	\$30.00	\$0.00	\$30.00		
17	4/30/13	Yes	6/7/13	Bank Stmt	CCI, LLC	Legal Services	\$1,822.00	\$1,822.00	\$0.00	\$1,822.00		
18	5/31/13	Yes			CCI, LLC	Legal Services	\$1,379.00	\$1,379.00	\$0.00	\$1,379.00		
19	7/31/13	Yes			CCI, LLC	Legal Services	\$73.00	\$73.00	\$0.00	\$73.00		
20	8/31/13	Yes			CCI, LLC	Legal Services	\$365.00	\$365.00	\$0.00	\$365.00		
21	9/30/13	Yes			CCI, LLC	Legal Services	\$2,516.00	\$2,516.00	\$0.00	\$2,516.00		
22	10/31/13	Yes			CCI, LLC	Legal Services	\$400.00	\$400.00	\$0.00	\$400.00		
23	11/30/13	Yes			CCI, LLC	Legal Services	\$572.50	\$572.50	\$0.00	\$572.50		
24	12/31/13	Yes	1/14/14	Bank Stmt	CCI, LLC	Legal Services	\$2,718.01	\$2,718.01	\$0.00	\$2,718.01		
25	1/31/14	Yes			CCI, LLC	Legal Services	\$5,088.66	\$5,088.66	\$0.00	\$5,088.66		
26	2/28/14	Yes			CCI, LLC	Legal Services	\$6,492.00	\$6,492.00	\$0.00	\$6,492.00		
27	3/31/14	Yes	4/11/14	Bank Stmt	CCI, LLC	Legal Services	\$3,465.50	\$3,465.50	\$0.00	\$3,465.50		
28	4/30/14	Yes			CCI, LLC	Legal Services	\$4,798.00	\$4,798.00	\$0.00	\$4,798.00		
29	5/31/14	Yes			CCI, LLC	Legal Services	\$1,240.00	\$1,240.00	\$0.00	\$1,240.00		
30	6/30/14	Yes	7/22/14	Bank Stmt	CCI, LLC	Legal Services	\$169.00	\$169.00	\$0.00	\$169.00		
31	7/31/14	Yes	9/5/14	Bank Stmt	CCI, LLC	Legal Services	\$4,605.50	\$4,605.50	\$0.00	\$4,605.50		
32	8/31/14	Yes	9/30/14	Bank Stmt	CCI, LLC	Legal Services	\$4,225.00	\$4,225.00	\$0.00	\$4,225.00		
33	9/30/14	Yes			CCI, LLC	Legal Services	\$4,147.50	\$4,147.50	\$0.00	\$4,147.50		

Attachment A

Stone Creek Metropolitan District
Engineer's Summary for Bonding Report and Cost Verification
Stone Creek Draw 1

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Paid By	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Reimbursable Expenses	Direct Payment Expenses	Notes
34	10/31/14	Yes			CCI, LLC	Legal Services	\$3,392.36	\$3,392.36	\$0.00	\$3,392.36		
35	11/30/14	Yes	12/19/14	Bank Stmt	CCI, LLC	Legal Services	\$434.00	\$434.00	\$0.00	\$434.00		
36	12/31/14	Yes			CCI, LLC	Legal Services	\$120.30	\$120.30	\$0.00	\$120.30		
37	1/31/15	Yes			CCI, LLC	Legal Services	\$628.19	\$628.19	\$0.00	\$628.19		
38	2/28/15	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
39	3/31/15	Yes			CCI, LLC	Legal Services	\$189.00	\$189.00	\$0.00	\$189.00		
40	7/31/17	Yes	8/31/17	Bank Stmt	CCI, LLC	Legal Services	\$915.00	\$915.00	\$0.00	\$915.00		
41	4/30/17	Yes			CCI, LLC	Legal Services	\$70.00	\$70.00	\$0.00	\$70.00		
42	5/31/17	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
43	6/30/17	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
44	6/30/17	Yes			CCI, LLC	Legal Services	\$507.50	\$507.50	\$0.00	\$507.50		
45	7/31/17	Yes			CCI, LLC	Legal Services	\$350.00	\$350.00	\$0.00	\$350.00		
46	6/30/17	Yes	8/31/17	Bank Stmt	CCI, LLC	Legal Services	\$2,765.00	\$2,765.00	\$0.00	\$2,765.00		
47	7/31/17	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
48	2/28/15	Yes			CCI, LLC	Legal Services	\$639.50	\$639.50	\$0.00	\$639.50		
49	3/31/15	Yes			CCI, LLC	Legal Services	\$75.00	\$75.00	\$0.00	\$75.00		
50	4/30/15	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
51	5/31/15	Yes			CCI, LLC	Legal Services	\$300.00	\$300.00	\$0.00	\$300.00		
52	6/30/15	Yes			CCI, LLC	Legal Services	\$853.00	\$853.00	\$0.00	\$853.00		
53	7/31/15	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
54	8/31/15	Yes	9/15/15	Bank Stmt	CCI, LLC	Legal Services	\$275.00	\$275.00	\$0.00	\$275.00		
55	9/30/15	Yes	11/5/15	Bank Stmt	CCI, LLC	Legal Services	\$50.00	\$50.00	\$0.00	\$50.00		
56	10/31/15	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
57	11/30/15	Yes			CCI, LLC	Legal Services	\$1,733.00	\$1,733.00	\$0.00	\$1,733.00		
58	12/31/15	Yes			CCI, LLC	Legal Services	\$1,457.00	\$1,457.00	\$0.00	\$1,457.00		
59	1/31/16	Yes			CCI, LLC	Legal Services	\$1,220.00	\$1,220.00	\$0.00	\$1,220.00		
60	2/29/16	Yes			CCI, LLC	Legal Services	\$177.00	\$177.00	\$0.00	\$177.00		
61	3/31/16	Yes			CCI, LLC	Legal Services	\$275.00	\$275.00	\$0.00	\$275.00		
62	4/30/16	Yes	6/8/16	Bank Stmt	CCI, LLC	Legal Services	\$15.00	\$15.00	\$0.00	\$15.00		
63	5/31/16	Yes			CCI, LLC	Legal Services	\$120.00	\$120.00	\$0.00	\$120.00		
65	7/31/16	Yes			CCI, LLC	Legal Services	\$103.65	\$103.65	\$0.00	\$103.65		
66	8/31/16	Yes			CCI, LLC	Legal Services	\$3,761.55	\$3,761.55	\$0.00	\$3,761.55		
67	2/28/17	Yes			CCI, LLC	Legal Services	\$90.00	\$90.00	\$0.00	\$90.00		
68	3/31/17	Yes			CCI, LLC	Legal Services	\$90.00	\$90.00	\$0.00	\$90.00		
69	4/30/17	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
70	5/31/17	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
71	6/30/17	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
72	7/31/17	Yes			CCI, LLC	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00		
Total McGeady Becher							\$76,822.25	\$76,822.25	\$0.00	\$76,822.25		
Peak Civil Consultants												
00025	3/26/15	Yes	4/17/15	1191	CCI, LLC	Survey Bore Hole Staking	\$33,282.35	\$25,753.88	\$7,528.47	\$25,753.88		District %
0001	4/10/13	Yes	4/24/13	1002	CCI, LLC	Civil Engineering	\$3,674.47	\$2,843.30	\$831.17	\$2,843.30		District %
0002	5/10/13	Yes	5/17/13	1011	CCI, LLC	Civil Engineering	\$6,646.24	\$5,142.86	\$1,503.38	\$5,142.86		District %
0003	6/1/13	Yes	6/6/13	1014	CCI, LLC	Civil Engineering	\$2,344.00	\$1,813.79	\$530.21	\$1,813.79		District %
0004	7/5/13	Yes	7/12/13	1021	CCI, LLC	Civil Engineering	\$5,002.32	\$3,870.80	\$1,131.52	\$3,870.80		District %
0005	3/26/15	Yes	8/7/13	1029	CCI, LLC	Civil Engineering	\$3,202.24	\$2,477.89	\$724.35	\$2,477.89		District %
0006	8/29/13	Yes	9/12/13	1034	CCI, LLC	Civil Engineering	\$2,238.99	\$1,732.53	\$506.46	\$1,732.53		District %
0007	10/1/13	Yes	10/10/13	1038	CCI, LLC	Civil Engineering	\$2,257.50	\$1,746.85	\$510.65	\$1,746.85		District %
0008	10/25/13	Yes	11/6/13	1043	CCI, LLC	Civil Engineering	\$3,107.50	\$2,404.58	\$702.92	\$2,404.58		District %
0009	12/6/13	Yes	12/16/13	1049	CCI, LLC	Civil Engineering	\$5,241.25	\$4,055.68	\$1,185.57	\$4,055.68		District %
00010	1/8/14	Yes	1/15/14	1055	CCI, LLC	Civil Engineering	\$468.75	\$362.72	\$106.03	\$362.72		District %
00011	2/4/14	Yes	2/14/14	1062	CCI, LLC	Civil Engineering	\$4,983.75	\$3,856.43	\$1,127.32	\$3,856.43		District %
00013	3/5/14	Yes	3/17/14	1069	CCI, LLC	Civil Engineering	\$26,883.50	\$20,802.45	\$6,081.05	\$20,802.45		District %
00014	4/2/14	Yes	4/8/14	1078	CCI, LLC	Civil Engineering	\$15,207.50	\$11,767.56	\$3,439.94	\$11,767.56		District %
00015	5/2/14	Yes	6/23/14	1086	CCI, LLC	Civil Engineering	\$7,336.25	\$5,676.79	\$1,659.46	\$5,676.79		District %
00015	6/2/14	Yes	6/23/14	1094	CCI, LLC	Civil Engineering	\$1,950.00	\$1,508.91	\$441.09	\$1,508.91		District %
00016	3/26/15	Yes	7/21/14	1099	CCI, LLC	Civil Engineering	\$3,594.13	\$2,781.14	\$812.99	\$2,781.14		District %
00017	8/6/14	Yes	9/3/14	1109	CCI, LLC	Civil Engineering	\$7,172.50	\$5,550.08	\$1,622.42	\$5,550.08		District %
00018	9/15/14	Yes	9/29/14	1115	CCI, LLC	Civil Engineering	\$10,512.50	\$8,134.57	\$2,377.93	\$8,134.57		District %
00020	10/6/14	Yes	10/20/14	1122	CCI, LLC	Civil Engineering	\$10,492.50	\$8,119.10	\$2,373.40	\$8,119.10		District %

Attachment A

Stone Creek Metropolitan District
Engineer's Summary for Bonding Report and Cost Verification
Stone Creek Draw 1

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Paid By	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Reimbursable Expenses	Direct Payment Expenses	Notes
00021	11/6/14	Yes	11/24/14	1130	CCI, LLC	Civil Engineering	\$33,565.00	\$25,972.60	\$7,592.40	\$25,972.60		District %
00022	12/16/14	Yes	12/19/14	1139	CCI, LLC	Civil Engineering	\$20,022.70	\$15,493.57	\$4,529.13	\$15,493.57		District %
00023	1/13/15	Yes	2/2/15	1147	CCI, LLC	Civil Engineering	\$15,361.07	\$11,886.40	\$3,474.67	\$11,886.40		District %
00024	2/11/15	Yes	3/3/15	1161	CCI, LLC	Civil Engineering	\$22,578.75	\$17,471.44	\$5,107.31	\$17,471.44		District %
00025	3/26/15	Yes	4/14/15	1191	CCI, LLC	Civil Engineering	\$25,782.35	\$19,950.38	\$5,831.97	\$19,950.38		District %
00028-Fee	4/10/15	Yes			CCI, LLC	Civil Engineering	\$6,750.00	\$0.00	\$6,750.00	\$0.00		No Proof of payment
Total Peak Civil Consultants							\$279,658.11	\$211,176.30	\$68,481.81	\$211,176.30		
Smith Environmental												
687-99-0813	8/2/13	Yes	8/12/13	0001032	CCI, LLC	Waters of US Investigation and Report	\$7,602.85	\$7,602.85	\$0.00	\$7,602.85		
687-99-1013	10/4/13	Yes	11/8/13	0001045	CCI, LLC	Waters of US Investigation and Report	\$16,562.75	\$16,562.75	\$0.00	\$16,562.75		
687-99-1213	12/9/13	Yes	12/17/13	0001052	CCI, LLC	Waters of US Investigation and Report	\$7,395.25	\$7,395.25	\$0.00	\$7,395.25		
687-99-1113	11/15/13	Yes	1/16/14	0001058	CCI, LLC	Waters of US Investigation and Report	\$9,037.81	\$9,037.81	\$0.00	\$9,037.81		
687-99-0114	1/31/14	Yes	2/18/14	0001064	CCI, LLC	Waters of US Investigation and Report	\$12,389.70	\$12,389.70	\$0.00	\$12,389.70		
687-99-1213	12/31/13	Yes	2/18/14	0001064	CCI, LLC	Biological Assessment	\$10,170.15	\$10,170.15	\$0.00	\$10,170.15		
687-99-0214	2/28/14	Yes	3/18/14	0001072	CCI, LLC	Biological Assessment	\$7,911.80	\$7,911.80	\$0.00	\$7,911.80		
687-99-0314	3/31/14	Yes	5/20/14	0001090	CCI, LLC	Waters of US Investigation and Report	\$4,688.50	\$4,688.50	\$0.00	\$4,688.50		
13-687-0914	9/30/14	Yes	10/22/14	0001124	CCI, LLC	Waters of US Investigation and Report	\$11,636.98	\$11,636.98	\$0.00	\$11,636.98		
13-687-1214	12/31/14	Yes	4/17/14	0001190	CCI, LLC	Waters of US Investigation and Report	\$4,552.50	\$4,552.50	\$0.00	\$4,552.50		
13-687-0415	1/31/15	Yes	5/12/15	0001167	CCI, LLC	Waters of US Investigation and Report	\$10,375.00	\$10,375.00	\$0.00	\$10,375.00		
13-687-0315	3/31/15	Yes	7/7/15	0001211	CCI, LLC	Riparian Planting Plan	\$4,630.00	\$4,630.00	\$0.00	\$4,630.00		
13-687-1013	6/30/15	Yes	9/2/15	0001225	CCI, LLC	Riparian Zone Planting Plan Design	\$12,681.25	\$12,681.25	\$0.00	\$12,681.25		
13-687-0815	8/31/15	Yes	11/4/15	0001247	CCI, LLC	Stormwater Pond Revisions	\$8,131.95	\$8,131.95	\$0.00	\$8,131.95		
13-687-0915	9/30/15	Yes	12/1/15	0001258	CCI, LLC	T&M to complete process	\$3,970.65	\$3,970.65	\$0.00	\$3,970.65		
13-687-1115	11/30/15	Yes	1/21/16	0001268	CCI, LLC	T&M to complete process	\$2,477.00	\$2,477.00	\$0.00	\$2,477.00		
13-687-1215	12/31/15	Yes	2/29/16	0001276	CCI, LLC	T&M to complete process	\$1,687.50	\$1,687.50	\$0.00	\$1,687.50		
13-687-1015	10/31/15	Yes	2/29/16	0001276	CCI, LLC	T&M to complete process	\$5,742.00	\$5,742.00	\$0.00	\$5,742.00		
13-687-0116	1/31/16	Yes	4/13/16	0001285	CCI, LLC	T&M to complete process	\$774.00	\$774.00	\$0.00	\$774.00		
13-687-0316	3/31/16	Yes	5/11/16	0001295	CCI, LLC	T&M to complete permit process	\$3,051.00	\$3,051.00	\$0.00	\$3,051.00		
13-687-0416	4/29/16	Yes	6/7/16	0001306	CCI, LLC	T&M to complete permit process	\$1,095.00	\$1,095.00	\$0.00	\$1,095.00		
13-687-0516	5/31/16	Yes	7/12/16	0001316	CCI, LLC	T&M to complete permit process	\$1,572.00	\$1,572.00	\$0.00	\$1,572.00		
13-687-0816	8/31/16	Yes	10/12/16	0001346	CCI, LLC	Stormwater Treatment Pond Design	\$11,325.00	\$11,325.00	\$0.00	\$11,325.00		
13-687-0916	9/30/16	Yes	11/22/16	0001353	CCI, LLC	Stormwater Treatment Pond Design	\$1,118.00	\$1,118.00	\$0.00	\$1,118.00		
13-687-1016	10/31/16	Yes	12/19/16	0001361	CCI, LLC	Stormwater Treatment Pond Design	\$803.00	\$803.00	\$0.00	\$803.00		
13-687-0417	4/19/17	Yes	6/15/17	0001419	CCI, LLC	Sign Design & Development	\$3,797.00	\$3,797.00	\$0.00	\$3,797.00		
13-687-0517	5/31/17	Yes	7/19/17	0001426	CCI, LLC	Stormwater Treatment Pond	\$6,200.00	\$6,200.00	\$0.00	\$6,200.00		
687-0617	7/20/17	Yes	8/16/17	0001436	CCI, LLC	Stormwater Treatment Pond	\$3,755.00	\$3,755.00	\$0.00	\$3,755.00		
687-0717	7/27/17	Yes	8/16/17	0001436	CCI, LLC	Respond to County 2nd Stormwater	\$2,110.50	\$2,110.50	\$0.00	\$2,110.50		
687-0817	9/1/17	Yes	9/14/17	0001445	CCI, LLC	Wetlands, Sign Design	\$4,246.00	\$4,246.00	\$0.00	\$4,246.00		
Total Smith Environmental							\$181,490.14	\$181,490.14	\$0.00	\$181,490.14		
Thayer ROW												
						ROW Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$187,280.00	
						37 Trees (ROW PSA)	\$0.00	\$0.00	\$0.00	\$0.00	\$24,080.00	
						Tree Payment Installment 1	\$0.00	\$0.00	\$0.00	\$0.00	\$65,137.50	
						TCE Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
						Asset Protection Settlement	\$0.00	\$0.00	\$0.00	\$0.00	\$23,900.00	
Total Thayer ROW							\$0.00	\$0.00	\$0.00	\$0.00	\$312,397.50	Per Blake T. Jordan, Attorney
Urban Drainage												
						Urban Drainage Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	SIA Agreement
Total Urban Drainage							\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	
TOTAL							\$1,038,243.90	\$861,328.37	\$176,915.53	\$861,328.37	\$1,825,366.50	

Attachment B

Stone Creek Metropolitan District Engineer's Summary for Bond Report and Cost Verification Stone Creek

	District Eligible	
Category	Expenses	Notes
Sanitation and Storm Drainage	\$184,469.27	
Services	\$617,794.26	
Traffic and Safety	\$29,816.16	
Parks and Recreation	\$29,248.68	
Subtotal	\$861,328.37	
Direct Payment		
Sanitation and Storm Drainage	\$1,171,969.00	
Traffic and Safety	\$141,000.00	
Roadway	\$512,397.50	
Subtotal Direct Payment	\$1,825,366.50	
TOTAL	\$2,686,694.87	

When recorded return to:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203

NOTICE TO TITLE COMPANIES: THE FOLLOWING RESOLUTION IMPOSES FEES WHICH, UNTIL PAID, CONSTITUTE A STATUTORY AND PERPETUAL LIEN ON AND AGAINST THE PROPERTY SERVED. CONTACT MSI, AT (303) 420-4433 TO VERIFY PAYMENT.

RESOLUTION NO. 2017-11-05

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
STONE CREEK METROPOLITAN DISTRICT
REGARDING THE IMPOSITION OF DISTRICT FEES**

- A. Stone Creek Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in Douglas County, Colorado (the “**County**”).
- B. The District was organized pursuant to its Service Plan approved by the County on September 23, 2014, as it may be amended from time to time (the “**Service Plan**”).
- C. The District’s boundaries are described in the legal description attached hereto as **Exhibit A**, which legal description may be amended from time to time, pursuant to the inclusion and/or exclusion of property into or from the District (the “**Property**”).
- D. Choke Cherry Investors, LLC, a Colorado limited liability company (the “**Developer**”), anticipates causing the recordation of that certain Declaration of Covenants and Restrictions of Stone Creek Ranch in the real property records of the County, as the same may be amended and/or modified from time to time (the “**Covenants**”) and applicable to the Property.
- E. The Covenants provide that the District shall enforce each of the provisions provided therein.
- F. The District, pursuant to the Covenants and Service Plan, is authorized and responsible for the ownership, operation, maintenance and construction of facilities to benefit the Property, including but not limited to neighborhood parks, a community center, a fitness center, and swimming pools (the “**District Improvements**”).
- G. Pursuant to the Covenants, the District shall also provide for trash removal for any Unit, as defined in the Covenants.
- H. The Property will benefit from the District Improvements and the District’s operation and maintenance of the same.
- I. The District is authorized pursuant to Section 32-1-1001(1)(j), C.R.S., and its Service Plan to fix and impose fees, rates, tolls, charges and penalties for services, programs, or

I. The District is authorized pursuant to Section 32-1-1001(1)(j), C.R.S., and its Service Plan to fix and impose fees, rates, tolls, charges and penalties for services, programs, or facilities provided by the District, which, until paid, shall constitute a perpetual lien on and against all property served.

J. The District is providing a service by operating and maintaining the District Improvements, administering trash collection, and administering the transfer of ownership of any dwelling Unit (hereinafter defined) located within the Property (the "Services").

K. The District has determined that, to meet the costs associated with the District Improvements, the cost of operating and maintaining the District Improvements, and to meet the costs of providing the Services it is necessary to impose an O&M Fee (defined below) on each lot and/or single family residential dwelling unit ("**Residential Unit**") on the Property.

L. The District has determined that to offset the administrative expenses incurred when property within the District is sold, it is necessary to impose an Administrative Fee (defined below) on each Residential Unit on the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE STONE CREEK METROPOLITAN DISTRICT, AS FOLLOWS:

1. The Board of Directors of the District hereby finds, determines and declares that it is in the best interests of the District, its inhabitants and taxpayers to exercise its power by imposing the following fees:

(a) **Operations and Maintenance Fee.**

(i) The Board hereby imposes an Operations and Maintenance Fee (the "**O&M Fee**") as follows:

- (1) Upon sale of a vacant lot to a homebuilder as follows:
 - a) In the amount of \$20 per month per vacant lot, payable quarterly;
 - b) Upon substantial completion of the two neighborhood parks, as verified by the District Engineer, \$40 per month per lot, payable quarterly; and
 - c) Upon substantial completion of the two neighborhood parks, the clubhouse, the fitness center, and the swimming pools, as verified by the District Engineer, \$60 per month per lot, payable quarterly.
- (2) Upon sale of a lot to an Owner (other than the homebuilder constructing the initial Residential Unit)

- a) Upon substantial completion of the two neighborhood parks, as verified by the District Engineer, \$60 per month per lot, payable quarterly; and
- b) Upon substantial completion of the two neighborhood parks, the clubhouse, fitness center, and the swimming pools, as verified by the District Engineer, \$70 per month per lot, payable quarterly.

(ii) The District reserves the right to amend this Resolution in the future to increase or decrease the amount of the O&M Fee.

(iii) The O&M Fee shall be paid in quarterly amounts as provided above per calendar quarter invoiced on each January 1st, April 1st, July 1st and October 1st and due on each January 25th, April 25th, July 25th and October 25th. An invoice for the O&M Fee payable for each calendar quarter will be mailed to each property owner ("**Owner**") thirty (30) days prior to the final due date (the "**Bill Date**"), following a five (5) day grace period after the initial due date. If payment in full is not received by the 30th day following the Bill Date (the "**Past Due Date**"), the fee is deemed past due and otherwise outstanding. A "Reminder Notice" may be, but is not required to be, sent at such time. Notwithstanding the above, the Owner shall have the right to pay the O&M Fee for said calendar year in one (1) installment on or before January 15th, in which event, the Owner shall be entitled to a five percent (5%) discount.

(iv) Failure to make payment of any O&M Fees due hereunder shall constitute a default in the payment of such O&M Fee. Upon default, Owner shall be responsible for a late payment ("**Late Payment Fee**") in the amount of \$15.00 per late payment.

(v) If the Owner does not make payment of all past due amounts, which in the District's sole discretion may include simple interest as permitted by Section 29-1-1102(7), C.R.S. (the "**Delinquent Balance**"), within sixty (60) days from the Past Due Date, the District may deliver to the Owner a Notice of Intent to File a Lien Statement (a "**Lien Notice**"). The Lien Notice shall give notice to the Owner that the District intends to perfect its lien against the Property by recording a Lien Statement in the office of the Douglas County Clerk and Recorder if the Delinquent Balance is not paid in full within thirty (30) days after said Lien Notice is served upon Owner by certified mail, return receipt requested, pursuant to Section 38-22-109(3), C.R.S.

(b) Administrative Fee.

(i) The Board hereby determines that in order to offset administrative costs associated with a transfer of ownership of any dwelling unit located within the Property, the District shall impose an Administrative Fee (the "**Administrative Fee**" and, collectively with the O&M Fee, the "**Fees**") to be paid by each Owner (other than the builder constructing the initial Residential Unit) upon the conveyance or refinance of such Residential Unit, beginning when the builders sells the Residential Unit to the initial Owner as follows:

(ii) The Administrative Fee shall not exceed Two Hundred Seventy Five Dollars (\$275.00) *per conveyance* per Unit;

(iii) The Administrative Fee shall not exceed One Hundred Dollars (\$100.00) *per refinance* transaction per Unit;

(iv) The Administrative Fee shall not exceed Two Hundred Seventy Five Dollars (\$275.00) *per conveyance coupled with financing*.

(v) The Administrative Fee shall be due and payable at the time of any sale, transfer or re-sale of any Unit constructed on a lot which has a certificate of occupancy.

(vi) The District reserves the right to amend this Resolution in the future to increase or decrease the amount of the Administrative Fee.

2. The Fees shall not be imposed on real property actually conveyed or dedicated to non-profit owners' associations, governmental entities or utility providers.

3. The Fees shall constitute a statutory and perpetual charge and lien upon the Property pursuant to Section 32-1-1001(1)(j), C.R.S., from the date the same becomes due and payable until paid. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land and such lien may be foreclosed by the District in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of Douglas County, Colorado.

4. The District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorneys' fees, incurred by the District in connection with the foregoing. In foreclosing such lien, the District will enforce the lien only to the extent necessary to collect the Delinquent Balance and costs of collection (including, but not limited to, reasonable attorneys' fees).

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

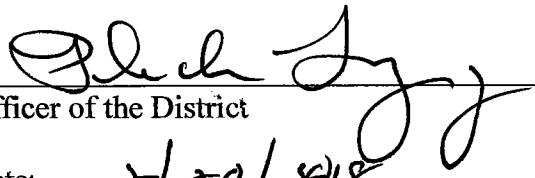
6. Any inquiries pertaining to the Fees may be directed to the Managing Agent at: John Field, MSI, 11002 Benton Street, Westminster, CO 80020, phone number: 303-420-4433.

7. This Resolution shall take effect immediately upon its adoption and approval.

[SIGNATURE PAGE FOLLOWS]

DISTRICT

Stone Creek Metropolitan District, a Colorado
quasi-municipal corporation and political
subdivision of the State of Colorado



Officer of the District
Date: 2/20/2018

ATTEST:

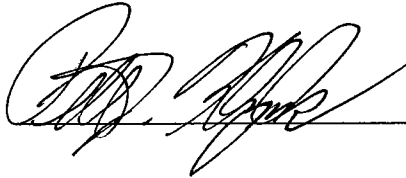


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

STONE CREEK METROPOLITAN DISTRICT

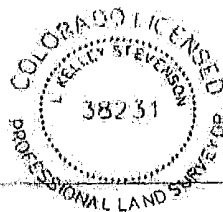
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID SECTION 15, N89°57'57"W A DISTANCE OF 1123.09 FEET TO THE POINT OF BEGINNING;

THENCE S04°35'48"W A DISTANCE OF 334.60 FEET;
THENCE S00°25'18"W A DISTANCE OF 700.93 FEET;
THENCE S00°25'18"W A DISTANCE OF 344.67 FEET;
THENCE S06°48'33"W A DISTANCE OF 557.40 FEET;
THENCE S02°42'42"E A DISTANCE OF 716.97 FEET;
THENCE N89°56'33"W A DISTANCE OF 633.00 FEET;
THENCE N89°56'33"W A DISTANCE OF 3498.31 FEET;
THENCE N00°19'46"E A DISTANCE OF 2647.12 FEET;
THENCE S89°57'57"E A DISTANCE OF 2652.93 FEET;
THENCE S89°57'56"E A DISTANCE OF 1030.41 FEET;
THENCE S89°57'57"E A DISTANCE OF 499.43 FEET TO THE POINT OF BEGINNING;

CONTAINING 10,962,075.38 SQ. FT OR 251.655 ACRES, MORE OR LESS,

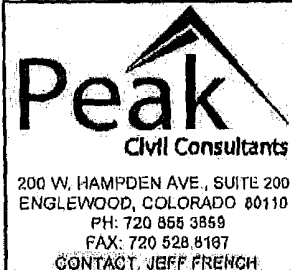


L. KELLEY STEVENSON

DATE

COLORADO P.L.S. NO. 38231
FOR AND ON BEHALF OF PEAK CIVIL CONSULTANTS, INC.
200 W HAMPDEN AVENUE, SUITE 200
ENGLEWOOD, CO 80110

DATE: 11/06/13



APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT
ADDRESS

Stone Creek Metropolitan District
8390 E Crescent Parkway
Suite 500
Greenwood Village, CO 80111

For the Year Ended
12/31/17
or fiscal year ended:

CONTACT PERSON
PHONE
EMAIL
FAX

Gigi Pangindian
303-779-5710
Gigi.Pangindian@claconnect.com
303-779-0348

PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED
(Must be prepared prior to
Board approval)

Gigi Pangindian
Accountant for the District
CliftonLarsonAllen LLP
8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111
303-779-5710

February 21, 2018

PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANT'S COMPILATION REPORT

Please indicate whether the following financial information is
recorded using Governmental or Proprietary fund types

GOVERNMENTAL
(MODIFIED ACCRUAL BASIS)



PROPRIETARY
(CASH OR BUDGETARY BASIS)



PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property	\$ 3,822	
2-2	Specific ownership	\$ 417	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ 45,947	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 50,186	

PART 3 - EXPENDITURES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ 17,914	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ 2,242	
3-7	Accounting and legal fees	\$ 72,937	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Culture and recreation	\$ -	
3-15	Utility operations	\$ -	
3-16	Capital outlay	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES	\$ 93,093	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

Yes

No

4-1 Does the entity have outstanding debt?

☒

☐

If Yes, please attach a copy of the entity's Debt Repayment Schedule.

4-2 Is the debt repayment schedule attached? If no, MUST explain:

☐

☒

The District's debt consists of Developer advances which currently do not have scheduled payments.

4-3 Is the entity current in its debt service payments? If no, MUST explain:

☐

☒

Not applicable - see comments in 4-2.

4-4 Please complete the following debt schedule, if applicable:
(please only include principal amounts)(enter all amount as positive numbers)

Outstanding at
end of prior year*

Issued during
year

Retired during
year

Outstanding at
year-end

General obligation bonds

\$ - \$ - \$ - \$ -

Revenue bonds

\$ - \$ - \$ - \$ -

Notes/Loans

\$ - \$ - \$ - \$ -

Leases

\$ - \$ - \$ - \$ -

Developer Advances

\$ 6,806 \$ 45,947 \$ - \$ 52,753

Other (specify):

\$ - \$ - \$ - \$ -

TOTAL

\$ 6,806 \$ 45,947 \$ - \$ 52,753

*must tie to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

Yes

No

4-5 Does the entity have any authorized, but unissued, debt?

☒

☐

If yes: How much?

\$ 234,000,000

Date the debt was authorized:

11/4/2014

4-6 Does the entity intend to issue debt within the next calendar year?

☒

☐

If yes: How much?

\$ 9,470,000

4-7 Does the entity have debt that has been refinanced that it is still responsible for?

☐

☒

If yes: What is the amount outstanding?

\$ -

4-8 Does the entity have any lease agreements?

☐

☒

If yes: What is being leased?

What is the original date of the lease?

Number of years of lease?

Is the lease subject to annual appropriation?

What are the annual lease payments?

\$ -

4-9 Does the entity have a certified Mill Levy?

☒

☐

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption

50.000

General/Other

10.000

TOTAL

60.000

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

Amount

Total

5-1 YEAR-END Total of ALL Checking and Savings Accounts

\$ 4,102

5-2 Certificates of deposit

\$ -

Total Cash Deposits

\$ 4,102

Investments (if investment is a mutual fund, please list underlying investments):

\$ -

5-3

\$ -

\$ -

\$ -

\$ -

Total Investments

\$ -

Total Cash and Investments

\$ 4,102

Please answer the following questions by marking in the appropriate boxes

Yes

No

N/A

5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?

☐

☐

☒

5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?

☒

☐

☐

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes

No

- 6-1 Does the entity have capital assets? ☐ Yes ☒ No
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain:

The District has no capital assets.

6-3

Complete the following capital assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -
(Please enter a negative, or credit, balance)				
TOTAL	\$ -	\$ -	\$ -	\$ -

*must tie to prior year ending balance

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

- 7-1 Does the entity have an "old hire" firemen's pension plan? ☐ Yes ☒ No
- 7-2 Does the entity have a volunteer firemen's pension plan? ☐ Yes ☒ No

If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -

What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?

\$ -

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? ☒ Yes ☐ No ☐ N/A

If no, MUST explain:

- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: ☒ Yes ☐ No ☐ N/A

If yes: Please indicate the amount appropriated for each fund for the year reported:

General Fund	\$ 60,000
Debt Service Fund	\$ 317,813
Capital Projects Fund	\$ 6,780,000

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

- 9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

☒
☐

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

- 10-1 Is this application for a newly formed governmental entity?

☐
☒

If yes: Date of formation:

- 10-2 Has the entity changed its name in the past or current year?

☐
☒

If yes: Please list the NEW name & PRIOR name:

- 10-3 Is the entity a metropolitan district?

☒
☐

Please indicate what services the entity provides:

See explanation below

- 10-4 Does the entity have an agreement with another government to provide services?

☐
☒

If yes: List the name of the other governmental entity and the services provided:

- 10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]

☐
☒

If yes: Date Filed:

Please use this space to provide any explanations or comments:

10-3: Financing for the design, construction, acquisition, operations and maintenance of public improvements such as streets, parks and recreation, water supply, sanitation facilities, transportation, mosquito control, safety protection, fire protection, TV relay and security.

PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES

NO

- 12-1 Have you read the new Electronic Signature Policy and do you plan on submitting signatures in accordance with this policy?

☐☒

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or EchoSign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, or
 - b. Include electronic signatures obtained through a software program such as DocuSign or EchoSign in accordance with the requirements noted above.

Print the names of ALL current governing board members below.		A MAJORITY of the governing board members must complete and sign in the column below.
Board Member 1	Print Board Member's Name Patrick Lyng	I, Patrick Lyng, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: <u>[Signature]</u> Date: <u>5-22-2018</u> My term Expires: May 2018
Board Member 2	Print Board Member's Name Michael Dane Sanders	I, Michael Dane Sanders, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: May 2018
Board Member 3	Print Board Member's Name Peter Klymkow	I, Peter Klymkow, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: <u>[Signature]</u> Date: <u>2/22/18</u> My term Expires: May 2020
Board Member 4	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
Board Member 5	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
Board Member 6	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
Board Member 7	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____



CliftonLarsonAllen LLP
www.CLACONnect.com

Accountant's Compilation Report

Board of Directors
Stone Creek Metropolitan District
Douglas County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Stone Creek Metropolitan District as of and for the year ended December 31, 2017, included in the accompanying prescribed form. 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 American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form 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 financial statements included in the accompanying prescribed form.

The Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor, which differ from accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

We are not independent with respect to Stone Creek Metropolitan District.

CliftonLarsonAllen LLP

Greenwood Village, Colorado
February 21, 2018

**STONE CREEK METROPOLITAN BOARD
PROFESSIONAL SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for District Engineering Services

AGREEMENT NO. IDES **AGREEMENT DATE** _____ **TASK ORDER NO.** 01

CONSULTANT Independent District Engineering Services, LLC (IDES)

TASK ORDER REFERENCE: Task Order 01 Submittal (attached)

TASK ORDER NAME: District and Construction Oversight Services

METRO DISTRICT PROJECT ENGINEER: Guy Ford

BASIS OF COMPENSATION: Classification Rate Schedule T and M– Not to Exceed

SCHEDULE: As Construction Requires

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 00.00

Task Order Price – Task Order No. 01 \$ \$50,000.00

Total of Agreement Prices including this Task Order \$ \$50,000.00

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 Metro District (if a Metro District Agreement) 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  Date 3-5-18

Approved by  Date 3/5/18

The undersigned agrees to the above terms and conditions:

Independent District Engineering Services, LLC

Consultant 

Authorized Agent 

12/11/17

Date

Title

3-5-18 / Manager



February 26, 2018

Stone Creek Metropolitan District
C/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-4380

IDES is please to respond to your request to provide District and Construction Oversight Services for Stone Creek Metro District. We propose to provide Services on a Time and Material Basis in accordance the Charge Rate Schedule attached to this Proposal.

GENERAL COMPREHENSIVE SCOPE OF SERVICES

District Contract Document Development - IDES can prepare standardized Agreements for Construction and Consultant Contracts, Consultant and Contractor forms including Task Orders, Change Orders, RFI, Submittals, Pay Certifications, and other miscellaneous forms for use by all consultants and contractors involved with the District. The District Documents would be presented in a three ring binder. It is assumed that all documents will be in the IDES standard form used by other Districts. It is assumed that there will be one review by the District and Legal Consul and one review meeting.

Pre-Qualification, Bid and Award of Project – IDES can provide contractor pre-qualification services including advertising, Contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES will conduct the Bid Process which includes development of the bid documents, Bid Schedules and Technical Specifications, answer questions, prepare Addendum and conduct a Bid Opening. IDES can make recommendations to the Board for Contractor Selection.

Constructability Reviews - IDES can provide review of plans for constructability to assist the Owner and/or the design engineer in determining more efficient or cost effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the Owner, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control - IDES can provide a Project Cost Estimate. Project Cost Estimating Services may include updating of initial Estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various Agreements, reporting requirements or other as-needed estimates. Cost share matrixes will be included. Special Reports including Cost Share Reimbursements, Bonding Agency Reports and other specialized reports that can be produced as requested.

Project Scheduling Services - IDES can create an overall Project Schedule and provide updates which will include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized Schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation - IDES will provide full-time construction observation for compliance with the Contract Documents for all phases of construction activities. Information gained by construction observation will be compiled in a daily reports and used for construction administration activities. Reports with photos will be submitted and maintained electronically.

Construction Administration and Coordination - IDES will provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, and other tasks as necessary to provide project documentation. IDES will provide construction coordination activities including project coordination with

stakeholders, monitor project scheduling, jurisdictional coordination and other activities necessary to provide coordination.

Meetings – IDES can participate in Project Meetings as necessary. Meetings shall include District Board Meetings, Project Status Meetings, local jurisdiction coordination meetings, pre-bid meetings, pre-construction meetings, construction progress meetings, miscellaneous field meetings and other meetings with Project Stakeholders as required or requested.

Project Administration and Coordination – IDES can maintain District Project Files, Issues tracking lists, meeting minutes, Agreement and Contract files, plan files, schedules, and other Program Administration activities as need to support the Project. IDES can provide Project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required

District Compliance - IDES can provide necessary On-going Metro District Support Services including but not limited to, Coordination with the District, District consultant, Contractors, local jurisdictions, adjacent developers, utility companies and other Project Stakeholders, Participate in the development and administration of various Agreements with Project Stake holders required for the Project, Provide needed information and coordination with the board's legal council and accountants for District reporting requirements.

Consultant Selection – IDES can develop Scope of Services, Conduct Request for Proposal processes and Provide recommendations to the District to select consultants to provide services to complete the Project. IDES can prepare Agreements and Task Orders for review and approval by the District.

Consultant Administration - IDES can provide support services for the progress and completion of Consultants Services. IDES can process invoicing from consultants and make recommendations to the District for payment.

Storm water Management – IDES can provide coordination of storm water compliance and bmp inspection coordination and maintenance. IDES services will include permit application and closeout, assistance in developing Storm water Management Plans (SWMP), remediation and action plans, dewatering plans and plans for bmp drainage structures for implementation, and directing contractors on bmp maintenance for adherence and compliance to the plans developed, providing ongoing analysis of bmps for functionality based on changes in field conditions, and modifying plans based on necessary field changes and changes made to local and state agency requirements.

Reimbursement Agreements - IDES can assist in developing and negotiating reimbursement agreements with local jurisdictions or inter governmental entities. The Agreements can include Cost Share Agreements, Water Infrastructure Reimbursement Agreements, Phasing and Acceptance Agreements. It is assumed six (6) Agreements will be required.

Infrastructure Acquisition - IDES can review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District will provide the following documentation for completed, designed or administrative elements of the Project associated with reimbursements:

- Project Plans
- District Service Plan
- Other Legal Documents entered into or impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and evidence of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Other as may be requested or needed

Based on the information provided, IDES can prepare a cost verification of District eligible improvements.



Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's Report for Certification of Facilities Acquisition. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

Task 2.0 Pay Application/Invoice Creation Assistance - This task includes helping the Construction Manager set up pay applications so that costs can easily be tracked between District Eligible and Developer costs. IDES will review the current invoice format of the Consultants and Contractors and make recommendations for future invoices to track District Eligible and Developer costs.

Task 3.0 Monthly Site Inspection / Pay Application Review - IDES can meet with the Construction Manager once a month on the project site to see the progress of construction and to review invoices and pay applications. A monthly (or other period as desired) Site Inspection and Infrastructure Acquisition Report will be submitted to the District.

Miscellaneous – IDES can provide additional Services as directed by the Board.

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. The following Charge Rate Schedule shall remain in effect until June 30, 2018.

Billing Rates

The following Billing Rates shall apply for the Task Order

District Engineer	\$ 140.00 per hour
Project Manager/Construction Manager	\$ 130.00 per hour
Professional Engineer (Office/Field)	\$ 120.00 per hour
Senior Engineer/Field Engineer	\$ 120.00 per hour
Technical Specialist (SWMP)	\$ 105.00 per hour
Engineer/Sr. Field Tech	\$ 100.00 per hour
Contracts Administrative Specialist	\$ 95.00 per hour
Assistant Engineer/Field Tech	\$ 85.00 per hour
Project Administrator	\$ 68.00 per hour

Reimbursable Expenses

Copies b/w up to 11 x 14	\$0.05	
Copies color up to 11 x 14	\$0.10	
Copies b/w 11 x 17	\$0.25	
Copies color 11 x 17	\$0.25	
Mileage		IRS Rate + 10%
Plan Copies, outside copies, other items		at cost +

All printing rates are low volume.

**STONE CREEK METRO DISTRICT
PROFESSIONAL SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Service Agreement for District Oversight Services

AGREEMENT NO. _____ **AGREEMENT DATE** 11/17/2017 **TASK ORDER NO.** 01

CONSULTANT SWAP, LLC

TASK ORDER REFERENCE: Task Order 01 Submittal (attached)

TASK ORDER NAME: Observation and Permit Management Services

METRO DISTRICT PROJECT ENGINEER: SWAP, LLC (Guy Ford)

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)

SCHEDULE: As Construction Requires

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 0.00

Task Order Price – Task Order No. 01 \$ 50,000.00

Total of Agreement Prices including this Task Order \$ 50,000.00

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 Metro District (if a Metro District Agreement) 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  Date 3-5-18

Approved by  Date 3/5/18

The undersigned agrees to the above terms and conditions:

Consultant _____

Authorized Agent 

Date 3-5-18

Title Manager



STORMWATER ASSET PROTECTION

November 17, 2017

Stone Creek Ranch Metro District
C/O Choke Cherry Investors
6700 E. Scott Ave.
Parker, CO 80134

ENGINEER'S PROPOSAL FOR LAND DEVELOPMENT CONSTRUCTION OBSERVATION AND COORDINATION FOR STONE CREEK SUBDIVISION STORMWATER MANAGEMENT (TASK ORDER 1)

INTRODUCTION

Stormwater Asset Protection, LLC (SWAP) is pleased to present this request to provide Land Development Construction Observation and Coordination Services Stone Creek Ranch (Developer) for the Stone Creek Subdivision Stormwater Management (Project). We are excited at the opportunity to be part of this development located in Parker, CO.

SCOPE OF SERVICES

The information available at the time of this Proposal does not allow for an exact estimate of services, therefore, we propose to provide Services on a Time and Materials basis. Following is a description of Services that may be needed by the developer that SWAP is capable of performing.

Environmental Permitting – SWAP can provide environmental permit document preparation including but not limited to Colorado Discharge Permit associated with construction activities, State dewatering permits, Army Corp of Engineers 404 and Local Grading or land disturbance activity permits.

Erosion Control Plan Review - SWAP can provide review of plans for constructability and completeness to assist the Developer and/or the design engineer in determining more efficient or cost effective alternatives to erosion and sediment control. The work would likely involve plan reviews, site visits and investigations, meetings with the developer, design engineer, local jurisdiction, and others, review of phasing plans, and any other pertinent information to better qualify the design.

Stormwater Management Plan Review - SWAP can provide review of plans for constructability and completeness to assist the Developer and/or the design engineer in determining more efficient or cost effective alternatives to site management in relation to erosion and sediment control. The work would likely involve plan reviews, site visits and investigations, meetings with the developer, design engineer, local jurisdiction, and others.

Compliance Observation Reports - SWAP can conduct the regulating authority's required observation reports in relation to environmental permitting. In most cases this would involve documented reports every fourteen days and within forty eight hours after a precipitation event that would cause run-off. Reports would be formatted in Microsoft programs unless otherwise requested. Reports and photos will be submitted and maintained electronically.

954 Valley Road
Evergreen, CO 80439
(303) 796-8000 (Office)



STORMWATER ASSET PROTECTION

Documentation Management- SWAP can provide a bi weekly audit of stormwater related documents and provide updates and changes as needed. Reports of these changes will be maintained with the permit documents.

Best Management Practice Contractor Coordination - SWAP can provide coordination with sub contractors relating to stormwater management on erosion and sediment control plan changes and best management practice installation, repair, replacement and removal.

Permit Coordination – SWAP can provide permit compliance coordination with Federal, State and local agencies. This can include project meetings, coordinated compliance observations, provide needed information or written compliance responses.

Training – SWAP can conduct training relating to stormwater management, permit requirements, regulation changes and permit compliance to contractors and staff working within the site. SWAP can maintain training logs.

Meetings – SWAP can participate in Project Meetings as necessary. Meetings may include District Board Meetings, Project Status Meetings, local jurisdiction coordination meetings, pre-bid meetings, pre-construction meetings, construction progress meetings, miscellaneous field meetings and other meetings with Project Stakeholders as required or requested.

SUMMARY OF ESTIMATED FEES

IDES proposes to bill for actual Services performed. SWAP will maintain our hourly rates until 12/31/18.

CURRENT SITE LIST AND TIME ESTIMATE:

Phasing	Observations/Documentation	Estimated Time
Village A	Biweekly & Post Storm Observations/Erosion Control Plan (ECP) Updates and Stormwater Management Plan (SWMP) Narrative Updates	Minimum 1.0 HR for Observation and Report Minimum .5 HR for ECP and SWMP Updates
Village B	Biweekly & Post Storm Observations/Erosion Control Plan (ECP) Updates and Stormwater Management Plan (SWMP) Narrative Updates	Minimum 1.0 HR for Observation and Report. Minimum .5 HR for ECP and SWMP Updates
Village C	Biweekly & Post Storm Observations/Erosion Control Plan (ECP) Updates and Stormwater Management Plan (SWMP) Narrative Updates	Minimum 1.0 HR for Observation and Report. Minimum .5 HR for ECP and SWMP Updates



STORMWATER ASSET PROTECTION

Phasing	Observations/Documentation	Estimated Time
Village D	Biweekly & Post Storm Observations/Erosion Control Plan (ECP) Updates and Stormwater Management Plan (SWMP) Narrative Updates	Minimum 1.0 HR for Observation and Report Minimum .5 HR for ECP and SWMP Updates
District	Biweekly & Post Storm Observations/Erosion Control Plan (ECP) Updates and Stormwater Management Plan (SWMP) Narrative Updates	Minimum 1.0 HR for Observation and Report Minimum .5 HR for ECP and SWMP Updates

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. The following Charge Rate Schedule shall remain in effect until December 31, 2018.

Billing Rates

The following Billing Rates shall apply for the Task Order

District Engineer	\$140.00 per hour
Project Manager/Construction Manager	\$130.00 per hour
Professional Engineer (Office/Field)	\$ 115.00 per hour
Senior Engineer/Field Engineer	\$ 110.00 per hour
Asst. Engineer/Field Tech	\$ 85.00 per hour
Project Administrator	\$ 65.00 per hour

Reimbursable Expenses

Copies b/w up to 11 x 14	\$0.05
Copies color up to 11 x 14	\$0.10
Copies b/w 11 x 17	\$0.25
Copies color 11 x 17	\$0.25
Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%

We appreciate the opportunity to submit our Proposal and look forward to our continued working relationship.

Sincerely,

Guy T. Ford, PE
SWAP, LLC

954 Valley Road
Evergreen, CO 80439
(303) 796-8000 (Office)

RESOLUTION NO. 2018-04-__

**RESOLUTION OF STONE CREEK METROPOLITAN DISTRICT
ACKNOWLEDGING AND ADOPTING THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF STONE CREEK RANCH**

1. Stone Creek Metropolitan District (the “**District**”) is a duly and regularly created, established, organized, and existing metropolitan district, existing as such under and pursuant to Title 32, Article 1 of the Colorado Revised Statutes, as amended (“**C.R.S.**”).

2. Choke Cherry Investors, LLC, a Colorado limited liability company (the “**Developer**”), the master developer of the Stone Creek Ranch project (the “**Property**”) has caused to be recorded the Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch recorded on March 7, 2018 at Reception No. 2018013714 of Douglas County, Colorado real property records, as the same may be amended from time to time (the “**Declaration**”) applicable to the real property within the District.

3. The Declaration declares that the Property is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, altered and otherwise enjoyed in accordance with and subject to the covenants and use restrictions contained therein.

4. The Declaration provides that Stone Creek Metropolitan District shall enforce each of the provisions provided therein.

5. Section 32-1-1004(8), C.R.S. authorizes Title 32 metropolitan districts to furnish covenant enforcement and design review services within the district if the declaration, rules and regulations, or similar document containing the covenants to be enforced for the area within the metropolitan district name the district as the enforcement or design review entity.

6. The Declaration assigns to the District all duties, rights and obligations to enforce the Declaration and to promulgate the Guidelines with respect to real property within the boundaries of the District that is subject to the Declaration.

7. The Board of Directors of the District (the “**Board**”) wishes to adopt the Declaration as an official policy of the District and to acknowledge the duties, obligations and rights assigned to the District pursuant to such Declaration.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE STONE CREEK METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, AS FOLLOWS:

A. The foregoing Recitals are incorporated into and made a substantive part of this Resolution.

B. The Board hereby determines that it is in the best interests of the District and its property owners and users for the District to accept the assignment of all duties, rights and

obligations under the Declaration and to provide the covenant enforcement and design review services established thereby.

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2018-04-___]

APPROVED AND ADOPTED on April 19, 2018.

**STONE CREEK METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

After recording, please return to:

Kristin N. Schelwat
Schelwat Law, LLC
16350 E. Arapahoe Road, Suite 108-102
Foxfield, CO 80016

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
OF STONE CREEK RANCH**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF STONE CREEK RANCH (this "Declaration") is made this day of March 6, 2018 by Choke Cherry Investors, LLC, a Colorado limited liability company ("Declarant"), whose address is 6700 E. Scott Avenue, Parker, Colorado 80134, and the Stone Creek Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District").

RECITALS

A. Declarant is the owner of the real estate in the County of Douglas, State of Colorado comprised of the residential lots legally described on Exhibit A (collectively, the "Lots").

B. District is the owner of certain common area tracts benefitting the Lots, which tracts are legally described on Exhibit B attached hereto and incorporated herein by reference (the "Tracts"). District as the owner of such Tracts desires to encumber the Tracts pursuant to the terms and conditions of this Declaration, and hereby joins Declarant in executing this Agreement. The Lots and the Tracts are collectively referred to herein as the "Property".

C. The Declarant desires to subject and place upon the Property certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other provisions.

D. This Declaration does not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8); because there are no mandatory assessments created under this Declaration, and there is no obligation to pay for real estate taxes, insurance premiums, maintenance or other real estate or common area created under this Declaration; therefore, the covenants, conditions and restrictions set forth herein (collectively, "Covenants") shall not be governed by the Colorado Common Interest Ownership Act.

E. Pursuant to C.R.S. § 32-1-1004(8), and other provisions of Title 32 of C.R.S. (the "Special District Act"), it is the intention of the Declarant to empower the District (as hereinafter defined) to provide certain services to the residents of the District (collectively, the "Services," as hereinafter more fully defined), which may include

covenant enforcement, architectural design review, and trash collection.

F. Declarant hereby declares that the Property shall be held, sold, and conveyed, subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, and other provisions, as set forth herein.

Article I GENERAL

Section 1.1 Purposes

(a) This Declaration is executed (i) in furtherance of a common and general plan for the development of the Property as a community; (ii) to protect and enhance the quality, value, aesthetics, desirability, and attractiveness of the Property; (iii) to set forth the District's responsibilities and authority to govern and manage the Property; (iv) to define certain duties, powers, and rights of the Owners; and (v) to define certain duties, powers, and rights of Declarant.

Section 1.2 Submission of Property. Declarant declares that all of the Property shall be held and/or conveyed subject to this Declaration. This Declaration is made for the purpose of protecting the value and desirability of the Property.

Section 1.3 Covenants Running with Property. The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Property.

Section 1.4 Binding Upon and Inure to the Successors. The benefits, burdens, and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of Declarant, all Owners and their respective heirs, executors, administrators, personal representatives, successors, and assignees. Any right or any interest reserved or contained in this Declaration to or for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one or more of such rights or interests, to any person, corporation, partnership, district, or other entity, including the District.

Article II DEFINITIONS

Capitalized terms not otherwise defined herein have the meanings set forth in this Article II.

Section 2.1 "Administrative Registration Fee" means the fee payable by an Owner upon acquisition of a Unit or any refinancing of such Unit as set forth in Section 8.2 below.

Section 2.2 "Builder" means any Person who: (i) acquires one or more Lots for

the purpose of constructing at least one residence on each such Lot for sale, and/or rental, to the public, and/or (ii) is designated as a "Builder" under these Covenants in a written designation that is signed by the then-Declarant and recorded in the office of the Clerk and Recorder of Douglas County, Colorado.

Section 2.3 "Common Elements" shall mean the Tracts.

Section 2.4 "Community" or "Property" means real estate, Improvements, and Common Elements described on the attached Exhibits A, B, and C as supplemented and amended, as the same may now or hereafter be improved, and as the Declarant or other person may now or hereafter subdivide or re-subdivide any portion thereof; provided, however, that the "Property" shall not include any property that has been withdrawn as provided in this Declaration or as may be permitted by law. The name of the Community is Stone Creek Ranch.

Section 2.5 "Covenants" means the covenants, conditions and restrictions set forth in this Declaration, as amended and supplemented.

Section 2.6 "Design Guidelines" are those certain requirements for Improvements on a Lot relating to design, color, materials, landscaping, etc. that must be adhered to when constructing any initial Improvement on a Lot or making any subsequent changes or additions to existing Improvements on a Lot.

Section 2.7 "Design Review Committee" or "DRC" shall be a subcommittee of the Board which shall have at least three (3) members appointed by the Board to implement and enforce the Design Guidelines adopted by the Board from time to time. The Design Review Committee shall be appointed by the Declarant until conveyance of all of the Units to the first Owners thereof, other than the Declarant or any Builder or any other Person who acquires one or more Units for the purpose of constructing at least one residence on each such Unit, and thereafter appointed by the District. The DRC shall review, consider and approve, or disapprove, requests for architectural approval, as more fully provided in these Covenants.

Section 2.8 "District" means Stone Creek Metropolitan District, and/or any other metropolitan district(s), to which the then-District may transfer or assign any or all of the rights and duties of the District under these Covenants. Each such assignment or transfer, if any, shall be effective upon recording in Douglas County, Colorado, of a document of transfer or assignment, duly executed by the then-District. In addition to the authority to provide the Services (as defined herein), the District has such other authority with respect to the provision of services as may be permitted by the Special District Act.

Section 2.9 "Board" means the board of directors of the District.

Section 2.10 "Governing Documents" means the Service Plan (as defined herein), the plat of Stone Creek Ranch, the Rules and Regulations, and this Declaration, and any other documents now or hereafter adopted by the District or DRC, as any of the

same may be supplemented or amended from time to time.

Section 2.11 "Improvement(s)" means all structures and improvements located upon the Property and any appurtenances thereto of every type or kind including, but not limited to, patio covers, awnings, the painting of any exterior surfaces of any visible structure, roofing, trash containers, mailboxes, satellite dishes, additions, walkways, outdoor sculptures or artwork, sprinkler pipes, parking spaces, garages, driveways, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, plantings, trees and shrubs, poles, signs, exterior tanks, solar equipment, grading, filling, or similar disturbance to the surface of the land, exterior air conditioning, and utility lines and facilities – all as the same may be constructed, repaired, renovated, or replaced from time to time.

Section 2.12 "Lot" means each residential lot that is platted within the Property described on the attached Exhibit A, which is subject to this Declaration, or a residential or commercial lot platted and subsequently annexed into the Community and subjected to this Declaration with the exception of any property publicly dedicated on a recorded plat.

Section 2.13 "Owner" means each fee simple title holder of a Unit, including Declarant, any Builder and any other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation.

Section 2.14 "Permitees" means any family members, tenants, subtenants, licensees, occupants, invitees, guests or visitors, of an Owner.

Section 2.15 "Person" means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated District, or any other entity or any combination thereof, and includes each Owner, the Declarant, each Builder, the DRC, the District, and the Board.

Section 2.16 "Residence" means any building, or portion of a building, situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence

Section 2.17 "Rules and Regulations" has the meaning set forth in Section 4.6 below.

Section 2.18 "Security Interest" means an interest in one or more Units, real estate or personal property, created by contract or conveyance, which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.19 "Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest or any

successor to the interest of any such Person under such Security Interest.

Section 2.20 "Service Plan" means the Stone Creek Metropolitan District Service Plan approved by Douglas County, Colorado on September 23, 2014, as it may be amended from time to time.

Section 2.21 "Services" means the services that the District is empowered to provide pursuant to its Service Plan, C.R.S. §32-1-1004, as amended, and other provisions of the Special District Act, as amended, including covenant enforcement, design review, and trash collection.

Section 2.22 "Special Declarant Rights" means those rights as described in Section 10.3(e) below. All of the Special Declarant Rights may be exercised by a Declarant or the District with respect to any portion of the Property now or hereafter within the Community. A Declarant or the District may exercise any or all of these Special Declarant Rights at any times. Such rights shall terminate automatically either twenty (20) years after the date of recording of this Declaration or at such time as any Declarant or any Builder no longer owns any portion of the Lots or Tracts, whichever occurs first.

Section 2.23 "Unit" means each portion of the Property which is designated as a Lot on a recorded plat that may be sold or conveyed without violation of the provisions of law pertaining to the subdivision of land, including each residence (attached or detached) now or hereafter located thereon, but does not include any Common Elements or any publicly dedicated property.

Article III COMMON ELEMENTS, UNITS, AND ALLOCATED INTERESTS

Section 3.1 Rights of Ingress and Egress. Declarant and every Owner and its Permittees, shall have a perpetual right and easement of enjoyment in and to the Common Elements for the purpose of entering and exiting such Owner's Unit, the appurtenant garage, parking areas, any recreational facilities, and public ways, for both pedestrian and vehicular travel, which rights and easements shall be appurtenant to and pass with the transfer of title to the Owner's Unit; provided, however, that such rights and easements shall be subject to the following:

(a) The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, duties, and obligations contained in this Declaration;

(b) The right of the District to adopt, from time to time, rules and regulations concerning the Units, Common Elements, and/or any other property owned by the District, and any facilities located thereon, as the District may determine is necessary or prudent;

(c) The right of the right of the District to enter into permits, licenses and use agreements with other entities, including without limitation, Cielo Metropolitan District

and/or the Cielo Homeowners' Association, Inc., to use such other entities' recreational areas at such fees that may be established and/or to permit such other entities' members to use the recreational areas that are Common Elements within the District upon such terms and conditions as the Declarant and/or the District may deem appropriate.

Section 3.2 Conveyance of Common Elements. The Common Elements shall be conveyed to and accepted by the District at such time(s) as determined appropriate by the District and Declarant. Notwithstanding the foregoing, the granting of permits, licenses, and easements for public utilities or other purposes consistent with the intended use of the Common Elements or reasonably necessary or useful for the proper maintenance or operation of the District will not be deemed to be a conveyance.

Section 3.3 Inseparability. Each Unit and all appurtenances, rights, and burdens connected therewith, shall be inseparable and may be transferred, conveyed, leased, devised, encumbered, or otherwise disposed of only as a Unit. Every conveyance, transfer, devise, lease, encumbrance, or other disposition of a Unit shall be deemed to be a conveyance, transfer, devise, lease, encumbrance, or other disposition, as the case may be, of the entire Unit, together with all appurtenant rights, interests, duties, and obligations created by law or by this Declaration.

Section 3.4 Number of Units. The number of Units initially included in the Community, and the maximum that may be included, is three hundred fifty (350).

Article IV THE DISTRICT

Section 4.1 District Management and Maintenance Duties. Subject to the rights and obligations of Owners as set forth in this Declaration, the District shall:

(a) Be responsible for the management, control, maintenance, repair, replacement, and improvement of the Tracts from the time conveyed to the District, including, but not limited to, landscaping and hardscaping of Tracts, irrigation of any landscaping comprising a part of the Tracts, entry features, perimeter fencing, concrete sidewalk, common area driveways, and gravel maintenance, Community recreational facilities, and park, playground and trail maintenance for the Community.

(b) Arrange for a garbage collection service to remove garbage deposited by Owners in receptacles provided through the District; and

(c) Be responsible for covenant compliance for all Units within the Community, including holding meetings, hearings and assessing fines as needed for non-compliance with this Declaration.

Section 4.2 Management Agreements. The District may have professional management of its business affairs.

Section 4.3 Other Contracts, Licenses, and Agreements. The District, through the Board, shall have the right to enter into, make, perform, or enforce (a) contracts, leases, licenses, agreements, easements, and/or rights-of-way, for the use by Owners, other persons, their family members, guests, and invitees, for pedestrian and vehicular access, ingress and egress to and from the Community, or any portion thereof, for vehicular parking, or for on-site residential management; (b) agreements with other homeowners' associations and/or metropolitan districts for the use of all or some of the recreational facilities that are Common Elements in the Community provided that the other homeowners' associations and/or metropolitan districts allow reciprocal use of their recreational facilities for the benefit of Owners cost-free or at a nominal cost or that such other homeowners' association and/or metropolitan districts pay the District the equivalent amounts that Owners of the District pay on a per Unit basis for use of such facilities (or an amount per user equal to the monthly District fees charged by the District on a per-Unit basis); (c) contracts, licenses, leases, or other agreements for the provision of cable or satellite telecommunication service to the Community, or any portion thereof; (d) contracts, licenses or other agreements for the private removal of snow on the roads or for landscaping services to the Common Elements within the Community; and (e) contracts, licenses or other agreements for the private removal of garbage and recycling within the Community. Any of such contracts, leases, licenses, agreements, rights-of-way, or easements shall be upon such terms and conditions as agreed to by the Board, and may include provisions by which the District covenants and agrees that it shall pay part or all of the costs and expenses of maintaining such real property, and the improvements thereto and thereon, providing such service, or other amounts which the Board determines are necessary to secure such contracts, licenses, and agreements.

Section 4.4 Acquiring and Disposing of Real and Personal Property. The District may acquire, lease, own, and hold for the use and benefit of all Owners, tangible and intangible personal property and real property (including the purchase or lease of a Unit that may be used as a manager's office and/or residence) for such uses and purposes as the Board may in its discretion deem appropriate from time to time, and may dispose of the same by sale or otherwise. Each Owner may use such personal and/or real property in accordance with the purposes for which such property is intended and in accordance with such conditions, limitations, restrictions, and rules and regulations as may be placed on any such property by the Board in its reasonable discretion from time to time, provided that such use of any Owner shall not hinder or encroach upon the lawful rights of other Owners.

Section 4.5 New Additions to Common Elements. The District shall have the right to construct new additions to the Common Elements.

Section 4.6 Governance Policies. The Board may promulgate and enforce, including, without limitation, enforcement by levying and collecting charges and fines for the violation thereof after affording an Owner a reasonable opportunity to be heard, reasonable rules and regulations governing the use of the Units, residences, Common Elements, and any property owned by the District or the Owners in common ("Rules and

Regulations"), which Rules and Regulations shall be consistent with the rights and duties established in this Declaration. In the event of any conflict between the Rules and Regulations and this Declaration, the terms of this Declaration shall control.

Section 4.7 Authenticated Electronic Representation. Notwithstanding anything to the contrary contained in the Governing Documents, to the extent not prohibited by applicable law, the District may use technology or electronic representation in completing its duties and responsibilities. In this regard, any reference in any of such documents to action, attendance, representation, notice, quorum, voting or acknowledgement, as well as any and all other matters, may be conducted by authenticated electronic activity and, to the extent not prohibited by applicable law, the provisions of all of such documents shall be deemed to include provisions which permit such authenticated electronic activity.

Article V INSURANCE

Section 5.1 Insurance. The District may maintain insurance in connection with its functions. Such insurance to be maintained by the District may include property insurance, commercial general liability insurance, fidelity coverage and personal liability insurance to protect directors and officers of the District from personal liability in relation to their duties and responsibilities in acting as directors and/or officers on behalf of the District. In addition, the District may maintain insurance against such other risks as the Board of Directors may determine. Nothing herein shall be construed or interpreted as a waiver of the District's governmental immunity as provided by law.

Section 5.2 Insurance to be Maintained by Owners. Insurance coverage on each Owner's Unit, and the Improvements thereon, as well as on personal property belonging to an Owner to provide for replacement cost coverage, and public liability insurance coverage on each Unit, is the responsibility of the Owner of such Unit.

Article VI MECHANICS' LIENS

Section 6.1 Mechanics' Liens. No labor performed and/or materials furnished for use and incorporated in any Unit with the consent or at the request of the Owner thereof or his agent, contractor, or subcontractor shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the District from and against any liability or loss arising from the claim of any mechanic's lien against the Unit of any other Owner, the Common Elements, or any part thereof, for labor performed and/or for materials furnished in work on the first Owner's Unit.

Section 6.2 Enforcement by the District. In relation to any mechanic's lien filed against all or any portion of the Common Elements, if the District determines that further action by it is proper and the mechanic's lien(s) are not disputed claims with a

reasonable basis for such dispute, the District may enforce the indemnity provided by Section 6.1 hereof by collecting from the Owner of the Unit on which the labor was performed and/or materials furnished, the amount necessary to discharge any such mechanic's lien on the Common Elements, including all costs and reasonable attorney's fees incidental thereto, and obtain a discharge of such lien.

Section 6.3 Effect of Part Payment. If a lien attributable to labor performed and/or materials furnished on the Community, or any portion thereof, is recorded against two or more Units, the Owner(s) of any of the affected Units may pay to the lienholder the amount of the lien attributable to such Owner's Unit, and the lienholder shall release such Unit from the lien. The amount required to be paid by any such Owner in order to obtain release of his Unit from any such lien shall be equal to the quotient of (a) the amount of the lien, divided by (b) the total number of Units affected by the lien. Partial payment and release of any such lien with respect to any Unit(s) shall not prevent the lienholder from enforcing his rights against any Unit for which payment has not been received or against any Unit who requested the work or labor provided.

Article VII EASEMENTS AND LICENSES

Section 7.1 Recorded Easements. In addition to all easements, licenses, and rights-of-way of record set forth in this Declaration, the Property, and all portions thereof, shall be subject to all matters of record affecting the Property, all easements, licenses, obligations, and rights-of-way of record and as shown on the plat, and to any subordinate declaration affecting all or a portion of the Community.

Section 7.2 Encroachments. If any portion of the Common Elements Improvements encroaches upon any Unit(s), or if any portion of the Improvements on a Unit encroaches upon any other Unit(s), or any portion of the Common Elements, or if any encroachment occurs in the future as a result of: (a) shifting, settling, or other movement of any part of an Improvement; (b) alteration, reconstruction, or repair to the Common Elements; or (c) repair or restoration of part of a building after damage by fire or other casualty, or condemnation or eminent domain proceedings, and further provided that such encroachment does not exceed two feet in width, then, in any of said events, a valid easement is hereby created and does exist for the encroachment and for the maintenance of the same, as long as the encroachment exists, as long as the physical boundaries of the Units after the construction, reconstruction, rebuilding, alteration, or repair, will be in substantial accord with the description of those boundaries that appears in the plat. If any one or more of the Units, any building, or other improvements comprising part of the Community, are partially or totally destroyed and are subsequently rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding or reconstruction any portion thereof encroaches as provided in the preceding sentence, a valid easement for such encroachment is hereby created and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for purposes of marketability of title or other purposes. In interpreting any and all provisions of this Declaration, subsequent deeds, mortgages, deeds of trust, or other security instruments relating to Units, the actual

location of any Improvements comprising a Unit shall be deemed conclusively to be the property intended to be conveyed, reserved, or encumbered.

Section 7.3 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon the Common Elements in the proper performance of their duties.

Section 7.4 Utilities. There is hereby created a blanket easement for the benefit of the Owners upon, across, and through the Common Elements for the installation, replacement, repair, and maintenance of utilities, including but not limited to water, sewer, gas, storm water drainage, telephone, electricity, computer, cable, and master television antenna or cable or satellite television systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the facilities, equipment, and appurtenances on the Common Elements necessary to repair, and maintain water and sewer pipes, gas, electric, telephone, computer and television wires, cables, circuits, conduits, and meters. If any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over, or under any part or all of the Common Elements without conflicting with the terms hereof; provided, however, that such right and authority of Declarant shall cease and terminate upon the earliest of ten (10) years after recordation of this Declaration in the County of Douglas, Colorado, conveyance by a Declarant of all Units (after Declarant has added all Units to the Community that it has a right to add pursuant to its Development Rights hereunder) to Owners other than a Declarant, or when Declarant elects to surrender such right, at which time said reserved right shall vest in the District. The easement provided for in this Section 7.4 shall in no way affect, avoid, extinguish, or modify any other recorded easement(s) on the Common Elements.

Section 7.5 Maintenance Easement. An easement is hereby granted to the District and its officers, directors, agents, employees, and assignees upon, across, over, in, and under the Common Elements, and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions that the District is obligated or permitted to perform pursuant to this Declaration, as the case may be, including the right of the District to construct and maintain on the Common Elements maintenance and storage facilities for use by the District.

Section 7.6 Drainage Easement. An easement is hereby granted to the District, its officers, agents, employees, successors, and assignees to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage Improvements to improve the drainage of water on the Property including, without limitation, any drain pans, pipes, inlets, or other drainage Improvements that may be installed on a Unit.

Section 7.7 Easements of Access for Repair. Each Owner hereby grants to the District, and to its agents, employees and contractors, a right and easement on, over, under, across and through such Owner's Unit for and incidental to inspection and/or

enforcement, incidental to any term or provision of any of the Governing Documents. The rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Unit; except that no such notice shall be required in connection with any exterior, non-intrusive entry or for entry required as a result of an emergency. The interior of any residence or other improvement on a Unit shall not be subject to the easements provided for in this Section.

Section 7.8 Declarant's Rights to Complete the Community. Declarant, for itself and its successors and assignees, shall have and hereby reserves a right and easement of ingress and egress over, in, upon, under, and across the Common Elements and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to the completion of the Community, the sale of the Units, the exercise of the Development Rights and Special Declarant Rights set forth herein; provided, however, that no such rights shall be exercised in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner or such Owner's Permittees, to or of such Owner's Unit or the Common Elements. The rights under this Section 7.8 shall terminate upon conveyance by Declarant of all Units (after Declarant has added all Units to the Community that it has a right to add pursuant to its Development Rights) to Owners other than a Declarant or ten (10) years after the recording of this Declaration, whichever occurs first.

Section 7.9 Easement for Unannexed Property. Declarant and the District hereby reserves, for the use and benefit of any property owned by Declarant and located proximately to the Community which may be annexed pursuant to Section 10.3(e) ("Annexable Area"), a non-exclusive, perpetual easement for pedestrian and vehicular access, ingress and egress, on, over and across the roads, driveways, streets, alleys, sidewalks, access ways and similar Common Area, now or hereafter constructed, erected, installed or located in or on the Community, and on, over, across and under the Common Area for utilities and the construction, location, erection, installation, storage, maintenance, repair, renovation, replacement, reading, and use of any utilities Improvements that may now or hereafter serve the Annexable Area or any portion thereof (herein collectively the "Annexable Area Easement"). By virtue of this Annexable Area Easement, Declarant and the District generally intends to provide for pedestrian and vehicular access and for utilities services to those portion(s) of the Annexable Area which have not been included in the Community. Hence, the Annexable Area Easement shall be in effect for each portion of the Annexable Area, from and after recording of this Declaration, but shall cease to be effective as to each portion of the Annexable Area at such time as the following have occurred with respect to such portion of the Annexable Area: annexation of such portion of the Annexable Area to this Declaration; and expiration of a Declarant's right to withdraw such portion of the Annexable Area from this Declaration.

Section 7.10 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Declaration, even though no specific reference to such easements or to this Declaration appears in the instrument for such conveyance.

Article VIII
RESTRICTIVE COVENANTS AND FEES

Section 8.1 Residential and Limited Non-Residential Use. Subject to Section 7.8 and Section 8.4, and Article X hereof, Units shall be used for residential purposes only, including uses that are customarily incident thereto, and shall not be used at any time for business, commercial, or professional purposes. Notwithstanding the foregoing, an Owner may use his or her Unit for a professional or home occupation, as long as the applicable zoning ordinances permit such use, there is no external evidence thereof, and no unreasonable inconvenience to other residents of the Community is created thereby. Garages shall be used solely for parking motor vehicles and for storage incidental to residential use, provided such storage does not prevent the simultaneous parking of motor vehicles.

Section 8.2 Administrative Registration Fee. The District may charge a reasonable Administrative Registration Fee to each Owner (other than to a builder who is constructing the initial Unit) upon the conveyance or financing or refinancing of a Unit to such Owner for the purposes of paying any cost or expense incurred by the District to its management company for the purpose of registering and setting up such Owner's membership records. Any such Administrative Registration Fee shall be established by vote of the Board of the District from time to time. The Administrative Registration Fee shall be paid by the new Owner upon each conveyance of the Unit, beginning when the builder sells the Unit to the initial Owner, or at the time any Unit is refinanced and a new lender takes a security interest in the Unit.

Section 8.3 Owner's Maintenance Obligations; Prohibition of Certain Activities.

(a) Except as provided in Section 4.1, each Owner shall be responsible for maintenance, repair, and replacement of his or her own Unit and all personal property comprising or located on his or her Unit. Each Owner shall keep his or her Unit exteriors broom-clean, shall be responsible for his or her own window-washing, and shall keep his or her Unit free of litter and debris including, without limitation, seasonal removal of fallen leaves.

(b) Except as provided in Section 4.1, each Owner shall be responsible for maintaining the garage allocated to his or her Unit in an attractive, clean condition, free of debris and unsightly articles of any kind and shall maintain, at such Owner's cost, the garage door and garage door opener of such Owner's garage. The storage of gasoline and other flammable materials or noxious or hazardous wastes or materials of any kind within the Unit, garage, or other storage space is strictly prohibited, except that gasoline and motor oil used as fuel for an Owner's mechanical lawn maintenance or mechanical snow removal equipment may be stored in such Owner's Unit or the appurtenant garage, or other storage space on such Owner's Unit in quantities not to exceed five gallons in the aggregate.

(c) No recreational vehicles, boats, or trailers of any type or any motor vehicle designed or used for commercial purposes shall be parked in driveways, on a Lot or on any Common Elements at any time, except temporary parking for loading or unloading or as otherwise approved by the DRC. Inoperable vehicles shall not be parked within the Community for more than 72 hours except within a Unit Owner's garage.

(d) Each Owner shall dispose of his or her garbage by placing it into containers of such dimensions and at such locations as the District shall from time to time designate. Garbage cans shall be stored out of site from the road except on collection days. The garbage shall be removed by a garbage collection service provided by the District.

(e) Nothing shall be done or kept on any Unit or in or on the Common Elements, or any part thereof, that would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the same. No damage to, or waste of, the Common Elements, or any part thereof, shall be committed by any Owner or Owner's Permittees. Each Owner shall indemnify and hold the District and the other Owners harmless from and against all loss and damage resulting from any action or activity committed by Owner or Owner's Permittees.

(f) No modifications may be made to any of the Common Elements by an Owner, other than Declarant, without the prior written consent of the Board.

Section 8.4 Declarant's Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for a Declarant and its employees, agents, assigns, and contractors to perform such reasonable activities and to maintain upon portions of the Community such facilities as a Declarant deems reasonably necessary or incidental to the completion and sale of Units and the exercise of Special Declarant Rights and Development Rights, specifically including without limiting the generality of the foregoing, maintaining business offices, storage spaces, signs, model units, sales offices, parking areas, construction offices, and lighting facilities. Declarant reserves the right to relocate any sales office, model, or management office to any other Unit then owned by a Declarant. The rights retained by Declarant in this Section 8.4 shall terminate upon conveyance by a Declarant of all Units to Owners other than a Declarant or ten (10) years after the recording of this Declaration, whichever occurs first.

Section 8.5 Household Pets. No animals, livestock, poultry, or insects of any kind shall be raised, bred, kept, or boarded in or on the Community, except that domesticated dogs, cats, household birds (not chickens), or fish may be kept in any Unit, subject to all governmental ordinances, laws, and regulations and subject to rules and regulations that may be adopted by the Board, in its reasonable discretion, with regard to pets, and provided that no pets may be kept for commercial purposes or be permitted to become a nuisance, as reasonably determined by the Board. The Board shall have, and is hereby given, the right and authority to determine in its reasonable discretion that dogs, cats, or other household pets permitted herein are being kept in such number or in such

manner as to be unreasonable or to create a nuisance to other Owners, or that an Owner is otherwise in violation of this Section 8.5, and to take such action or actions as it deems reasonably necessary to correct the same, including prohibiting the pet(s) from being kept on a Unit. An Owner's license to keep household pets granted under this Section is revocable by the Board for violation of the terms hereof and shall be coupled with the responsibility to pay for any damage caused by such Owner's pet(s), as well as any costs incurred by the District as a result of such pet(s). Each Owner is responsible for cleaning up his or her pet's waste from his or her Unit, the Common Elements, and adjacent public ways. Each Owner must comply at all times with applicable ordinances, laws, and regulations governing pets. No animals shall be allowed to be tied or chained to any balconies, patios, porches, or other parts of the Community, and any animals so tied or chained may be removed by the District or its agents.

Section 8.6 Use of Common Elements. Subject to the rights of Declarant as provided in this Declaration, there shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the District. No vehicle maintenance or repair is allowed within the Common Areas.

Section 8.7 Exterior Changes. Except for those Improvements erected, constructed, or installed by a Declarant or the initial home builder of a residence on a Lot in its completion of the Community, no exterior additions to, alterations, or decoration of any Unit, including but not limited to any structural alterations to any Unit or Common Element, any change to drainage, any changes in walls or other structures, nor installation of window mounted air conditioning units or awnings, or any exterior improvement of any type, or any interior improvements visible from the exterior shall be commenced, erected, placed, or maintained without the prior written approval of the DRC and subject to the applicable laws, ordinances, regulations, and restrictions, if any, limiting or precluding alteration of the exterior of any Unit. The DRC may require the Owner who requests the approval to (a) submit plans for the alteration to the DRC for review, (b) obtain insurance as reasonably required by the DRC/Board, and (c) post adequate surety. In reviewing any plans, the DRC/Board may engage the services of architects, attorneys, and engineers, and the reasonable cost of such services will be paid by the Owner requesting approval.

Section 8.8 Fencing. Owners shall have fences alongside and rear Lot lines. Fences shall be three-rail PVC fence and 5 ft PVC privacy fence as initially installed by the Declarant or Builder in accordance with the Master Fencing Plan attached hereto as Exhibit C, and may also contain wire mesh. Wire mesh shall not be required except for fences fronting the Cherry Creek common areas, which must contain such wire mesh. The fencing requirements under this Section 8.8 are more specifically described in the design guidelines for the Community adopted by the Design Review Committee, which design guidelines shall supersede this Declaration if different.

Section 8.9 Signs and Advertising.

(a) No signs, posters, billboards, advertising devices, or displays of any kind shall be erected or maintained anywhere within the Community so as to be evident to public view, except: (i) signs that may be approved in writing by the Board; or (ii) signs, posters, billboards, or any other type of advertising device or display erected by Declarant pursuant to Special Declarant Rights. An Owner, or Owner's agent, may place a single sign advertising a Unit for sale or for lease may be placed on a Unit, but the standards relating to dimensions, color, style, and location of such sign shall be determined from time to time by the Board. No signage shall be allowed upon any Unit or Common Element for commercial purposes or that may detract from the aesthetic value of the Community or that may detract from the property value of the Units, as determined by the Board in its reasonable discretion.

(b) Notwithstanding the forgoing, as long as state law requires, the District shall not prohibit:

(1) the display of the American flag by an Owner on such Owner's Unit, in a window of the Owner's Residence, or on a balcony adjoining the Owner's Residence if the flag is displayed in a manner consistent with federal law, provided that the District may adopt reasonable Rules and Regulations regarding the placement and manner of display of the flag, and the Rules and Regulations may restrict the location and size of flags and flagpoles, but shall not prohibit installation of the same;

(2) the display by an Owner of a service flag bearing a star denoting the service of the Owner or a member of the Owner's immediate family in the active or reserve military of the United States during a time of war or armed conflict, on the inside of a window or door of the Owner's Residence, provided that the District may adopt reasonable Rules and Regulations regarding the size and manner of display of service flags, except that the maximum dimensions allowed shall not be less than nine inches by 16 inches; or

(3) the display of a political sign by an Owner on that Owner's Unit or in a window of that Owner's Residence, except the District may prohibit the display of political signs earlier than 45 days before the day of an election and later than ten (10) days after election day, provided that the District may regulate the size of political signs that may be placed on a Unit if the Rules and Regulations are no more restrictive than any applicable city or County ordinance. If an applicable city or County ordinance does not regulate the size and number of political signs on residential property, the District shall permit at least one political sign per political office or ballot issue that is contested in a pending election with the maximum dimensions of 36 inches by 48 inches.

Section 8.10 Lease. The term "lease" as used herein shall include any

agreement for the leasing or rental of a Unit and shall specifically include, without limitation, a month-to-month rental. The Owner of a Unit shall have the right to lease his Unit under the following conditions:

(a) All leases shall be in writing and a copy of the lease or lease form shall be delivered to the Board or the District's managing agent (with the economic terms of such lease deleted by the Owner, if so desired) prior to the effective date of the lease.

(b) All leases shall provide that the terms of the lease and lessee's occupancy of the Unit shall be subject in all respects to the provisions of this Declaration, and rules and regulations of the District, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease. Any lease or lessee that violates the provisions of this Declaration or rules and regulations adopted by the Board shall be deemed in default, and the District may bring an action to terminate such lease and the lessee's occupancy of the premises.

(c) No lease shall be for less than 30 days.

Section 8.11 Nuisances. No nuisance shall be allowed on the Community, nor any use or practice that is the source of annoyance to residents or that interferes with the peaceful enjoyment or possession and proper use of the Community by its residents, as reasonably determined by the Board. As used herein, the term "nuisance" shall not include any activities of a Declarant or a Builder in regard to the completion of the Community or any uses of Unit permitted in this Declaration. All parts of the Community shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard to exist. Further, no activities reasonably deemed by the Board as offensive and no unlawful use shall be permitted or made of the Community or any part thereof. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction over the Community, or any portion thereof, shall be observed.

Section 8.12 Hazardous Activities. No activity shall be conducted, and no improvement shall be constructed, on any property within the Community that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged within the Community, and no open fires shall be lighted or permitted within the Community except within barbeque grills properly operated. No part of the Community may be used for storage of explosives, gasoline, combustible material, or other volatile and/or incendiary materials or devices, except that gasoline and oil products used in yard maintenance equipment not to exceed five gallons may be stored by Owners in the Units or other storage spaces on their Units as provided in Section 8.3(b) above.

Section 8.13 Treatment of Wild Animals. This section applies to humane treatment of all wild animals anywhere within the Community and on private, District and/or common property. These provisions may not be changed or amended without Board approval.

(a) Hunting and Trapping. Recreational and/or commercial hunting and recreational and/or commercial trapping of any animal are prohibited.

(b) Attracting and Taming Wildlife. Taming or making pets of wild animals is prohibited. Young wild animals found or acquired cannot be kept and reared, but must be surrendered to professional rehabilitative care. Free-roaming acclimated and partly habituated wild animals that come and go at will are accepted. Keeping a native wild animal in confinement as a captive is prohibited.

(c) Feeding Wildlife. Feeding wild mammals, except squirrels and chipmunks, and feeding wild birds, except songbirds and hummingbirds is prohibited. Wildlife may be placed at risk by feeding that habituates animals to humans, resulting in diminution of animal's fear or normal caution around humans, by abnormally concentrating animals, by increasing risk of contact between wild animals, humans or pets, and other similar situations. Wildlife may not be indirectly fed by leaving food out for companion animals. Feeding wild songbirds and hummingbirds is allowed in moderation. Feeding must not lead to conflicts between animals and humans. The District may recommend proper foods and feeding schedules. The District may also suspend all bird feeding during any period of increased nuisance wildlife activity. Bird and squirrel feeders should be limited in type and number. Feeders and human-supplied water sources (including birdbaths) shall be kept clean so that disease is not transmitted. Feeders should be protected from "raiding" by mammals such as raccoons.

(d) Wildlife Conflicts. Resolutions to conflict between humans and wild animals shall first be attempted using non-lethal means, except under extreme and immediate circumstances where human safety or the safety of a companion animal is imminently threatened. Wildlife control, including non-lethal actions, shall not be conducted simply because a homeowner considers the mere presence of a wild animal to be a "pest" or "nuisance." Preferably, human-wildlife conflicts should be resolved by changing human practices (such as trash management and securing stored food), modifying habitats (changing plantings or managing landscapes), and/or structural modifications (fencing or other methods to exclude animals). Whenever practicable, the cause of human-wildlife conflict shall be sought and the conditions or circumstances that led to the conflict shall be removed.

(e) Controlling Wildlife Populations. Circumstances may arise where the community has evaluated a conflict situation and agreed to the need to intervene in and control a local population of wild animals (not merely an individual wild animal or small number of wild animals). The Community shall contact the Colorado Parks and Wildlife and not take these measures into their own hands.

(f) Nests and Dens. Nests of wild birds shall not be taken, moved or interfered with in any manner as stipulated under applicable state and federal law. No wild animal den or nest of unprotected bird species may be disturbed, moved, or altered except as part of a planned conflict abatement program, or under compelling circumstances of human health, safety, or security needs. Young shall not be taken or

moved from dens or nests but allowed to mature until they naturally disperse, except where the conditions listed above merit more urgent response. In these circumstances, the family integrity should be maintained by methods to prevent orphaning.

(g) Living with Wildlife. Owners must accept the responsibility of living with wildlife and must be responsible for protecting their vegetation from damage, confining their pets, properly storing garbage, pet food, livestock feed and other potential attractants.

(1) Owners must be aware of potential problems associated with the occasional presence of wildlife such as coyotes, deer, black bear, mountain lion, fox, skunks, raccoons, squirrel, and magpie. The following covenants along with the nuisances and animal/pets sections herein, are designed to minimize problems with wildlife and will help minimize problems homeowners could have with wildlife as well as helping homeowners protect themselves, their property, and the wildlife that live at the Community.

(2) There is potential for vegetation damage by wildlife, particularly from deer feeding on lawns, gardens, flowers, ornamental shrubs and trees in this subdivision. Homeowners should be aware of this potential damage. They should be prepared to take the responsibility to plant non-palatable vegetation or protect their vegetation with fencing, netting, and repellants to avoid problems. Homeowners should consider landscaping with native vegetation that is less likely to suffer extensive feeding damage by deer.

(3) Do not feed wildlife or offer supplements such as salt blocks, attractants, or bait for deer or other wildlife. Feeding wildlife results in unnatural concentrations of animals that could lead to overuse of vegetation and disease transmission. Such actions unnecessarily accustom wild animals to humans which may be dangerous to both. State law prohibits purposely or knowingly attracting wildlife with supplemental food attractants (any food, garbage, or other attractant for game animals) or to provide supplemental food attractants in a manner that results in "an artificial concentration of game animals that may potentially contribute to the transmission of disease or that constitutes a threat to public safety." Also, homeowners must be aware that deer may attract mountain lions.

(4) Compost piles can attract skunks, raccoons, and bears and are prohibited within the plat.

(5) Barbeque grills should be kept clean. Food spills and smells on the grill may attract wildlife.

(6) Gardens, fruit trees and orchards attract wildlife; produce should be harvested when ripe and kept off the ground to prevent odor from rotting vegetation attracting bear or skunk.

(7) Bird feeders and bird seed attract bears and homeowners should consider not using them from April through October. If used, bird feeders should be suspended a minimum of 20 feet above ground; be at least 4 feet from any support poles or points; and should be designed with a catch plate located below the feeder and fixed such that it collects the seed knocked off the feeder by feeding birds.

(8) Pets shall be confined to help protect them from predatory wildlife. Pet food should be stored indoors or in animal-resistant containers in order to avoid attracting wildlife such as skunks or raccoons. When feeding pets do not leave food out overnight, and consider feeding pets indoors so that wild animals such as bear, skunk or magpie do not learn to associate food with your home.

(9) Colorado Parks and Wildlife ("CPW") may be consulted for further information on living with wildlife. Pamphlets are available through CPW that can help homeowners "live with wildlife." Owners are advised that the subdivision is in proximity to the Cherry Creek which provides prime habitat for wildlife.

Article IX AMENDMENT, DURATION, AND REVOCATION

Section 9.1 Amendment.

(a) Except for amendments that may be executed by a Declarant or by the District under the provisions of this Declaration, the provisions of this Declaration may be amended, in whole or in part, at any time and from time to time, by: (i) vote or agreement of Owners of Units holding at least 67% of the votes in the District who are then authorized to vote; (ii) and any Builder provided that Builder's right to consent under this Section 9.1 shall expire on the first to occur of the conveyance by Builder of all Units to Owners or ten (10) years after the date this Declaration is recorded in the real property records of the County of Douglas, Colorado; and (iii) Declarant, provided that Declarant's right to consent under this Section 9.1 shall expire on the tenth (10th) anniversary of the date this Declaration is recorded in the real property records of the County of Douglas, Colorado.

(b) The District shall comply with any other notice or voting requirements for amendments as may be set forth in the Bylaws from time to time.

(c) Every amendment to the Declaration must be recorded in the Office of the Clerk and Recorder of Douglas County, Colorado, and is effective only upon recording. Except to the extent expressly permitted by this Declaration, no amendment may create or increase any Special Declarant Rights in the absence of unanimous consent of the Owners. Amendments to the

Declaration required by this Article IX to be recorded by the District shall be prepared, executed, recorded, and certified on behalf of the District by an officer of the District designated for that purpose or, in the absence of designation, by the president of the District.

(d) Notwithstanding anything to the contrary, any of the Governing Documents may be amended, in whole or in part, by the Declarant without the consent or approval of any other Person, in order to comply with the requirements, standards, or guidelines of any recognized secondary mortgage markets, including the department of housing and urban development, the federal housing administration, the veterans administration, the federal home loan mortgage corporation, the government national mortgage association, and the federal national mortgage association. Such right of amendment shall terminate automatically as provided in Article 10 of this Declaration.

(e) Except as to amendments which may be made by the Declarant, amendments to this Declaration may be prepared, executed, recorded, and certified by any officer of the District designated for that purpose. Such certification shall, in the case of an amendment requiring the approval of Owners, certify that the District has received the requisite approvals. Amendments to this Declaration which may be made by a Declarant pursuant to this Declaration may be signed by a Declarant and shall require no other signatory.

Section 9.2 Technical Amendment. Declarant hereby reserves and is granted the right and power to record amendments to this Declaration without the approval or consent of any Owner, First Mortgagee, or any other person or entity for the purpose of making non-material changes (such as for correction of technical, typographical, or clerical errors), or for clarification of a statement, or for any changes to property not yet part of the Community. The District may unilaterally execute and record such amendments at any time prior to the conveyance by a Declarant of all Units to Owners (other than a Declarant) or ten (10) years after the date this Declaration is recorded in Douglas County, Colorado, whichever occurs first.

Section 9.3 Recording of Amendments. To be effective, all amendments to or revocation or termination of this Declaration must be recorded in the Office of the Clerk and Recorder of Douglas County, Colorado, and must contain evidence of the required approval thereof. The recording of a certificate of the secretary of the District, certifying that Owners representing the requisite percentage of the Units, and Eligible Holders representing the requisite percentage of Eligible Holders, if required, have given notarized, written consent to the amendment, shall satisfy the requirement of evidence of the required approval. The secretary of the District must further certify that originals of such written consents by Owners and Eligible Holders, along with the recorded amendment, are in the corporate records of the District and available for inspection.

Section 9.4 Registration of Mailing Address. Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing

address with the District, and all statements, demands and other notices intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest shall, subject to Section 4.7 of this Declaration (Authenticated Electronic Representation), be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the District of a registered address, then any statement, demand or other notice may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit. All statements, demands, or other notices intended to be served upon the Board of Directors shall be sent by U.S. mail, postage prepaid, to Declarant who then owns any portion of the Property at its registered address.

Article X

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 10.1 Development Rights. In addition to the rights expressly reserved in this Declaration to Declarant, Declarant hereby reserves the following Development Rights (the "**Development Rights**"), which Development Rights are appurtenant to, benefit, and burden all of the Property that is subject to this Declaration:

(a) The right to create or construct additional Common Elements and to convert Units into Common Elements.

(b) The right to withdraw all or any part of the Common Elements from the provisions of this Declaration if such Common Elements are conveyed or dedicated to a public entity or metropolitan district (other than the District) for ownership and maintenance, and the right to withdraw Units from the provisions of this Declaration if such Units are owned by Declarant.

(c) The right to reserve, grant, create, modify and use easements over, across, under or through the Community on property then-owned by Declarant; and the right to move any Lot lines(s) on Lot(s) owned by Declarant, for the purpose of accommodating Improvements which are constructed or may be constructed.

Section 10.2 Special Declarant Rights. In addition to the rights reserved to Declarant in other Sections of this Declaration and notwithstanding anything to the contrary contained in this Declaration, Declarant has and hereby reserves the following Special Declarant Rights, which Special Declarant Rights are appurtenant to, benefit, and burden, all of the Property that is subject to this Declaration:

(a) the right to build and complete Improvements on the Units owned by Declarant;

(b) the right to maintain sales offices, sales trailers, construction offices, construction trailers, management offices, and models on the Units owned by Declarant or on the Common Elements;

(c) the right to maintain signs and advertising in the Community to advertise the Community or other communities developed, managed by, or affiliated with the Declarant;

(d) the right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulations of parking and/or recreational facilities and/or Common Elements that may or may not be a part of the Community;

(e) the right to exercise any additional reserved right created by any other provision of this Declaration.

Section 10.3 Additional Rights Reserved by Declarant. Declarant hereby reserves the following additional rights, which additional reserved rights are appurtenant to, benefit, and burden all of the Property that is now or hereafter subject to this Declaration:

(a) The right to repair any portion of the Community, the right to perform construction work, and the right to store materials, on Units owned by Declarant and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until completion. All work may be performed without the consent or approval of any Owner or First Mortgagee. Declarant and its assignees have such an easement through the Common Elements as may be reasonably necessary for exercising reserved rights in or assigned under this Declaration. Declarant also has a reserved easement for access and utilities to any properties which Declarant may have the right to add, even if not added to the Community. Such easements include the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property, provided that such easements may not interfere with the building envelope on any Lot(s).

(b) The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary.

(c) The right to amend the Declaration and/or any plat in connection with the exercise of any Development Right with respect to Units owned by Declarant.

(d) The right to establish, from time to time, by dedication or otherwise, public streets and utility and other easements for purposes including but not limited to public access, paths, walkways, trails, drainage areas, recreation areas, parking areas, conduit installation areas, and to create other reservations, exceptions, and exclusions with respect to property then-owned by Declarant.

(e) The right to annex to the Property additional property, including any property which may previously have been withdrawn from the Property. Each such

annexation, if any, shall be accomplished by recording of an annexation document that expressly states that the property described therein shall be subject to this Declaration and all terms and provisions hereof. Declarant hereby reserves the right to Record one or more documents in order to clarify the effect of any annexation(s). Each such document(s), if any such document(s) are recorded by a Declarant, may state the legal description(s) of any property which has been annexed, and may include such other provisions as a Declarant may determine. Declarant reserves the right to withdraw the Property, or any portion thereof, including one or more Units, from this Declaration so long as the Declarant owns the portion of the Property to be withdrawn. Each withdrawal, if any, may be affected by the Declarant recording a withdrawal document in the Records. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawal property from this Declaration so that, from and after the date of recording a withdrawal document, the property so withdrawn shall not be part of the Property or the Community, or in any way subject to the terms hereof.

Section 10.4 Exercise of Declarant Rights. Declarant or its assignees may exercise any reserved rights on all or any portion of the Property in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved rights or to expand the Community beyond the number of Units initially submitted.

Section 10.5 Special Builder Rights. In addition to the rights reserved to Builders in other Sections of this Declaration and notwithstanding anything to the contrary contained in this Declaration, Declarant has and hereby reserves to each Builder the following rights, which rights are appurtenant to, benefit, and burden, all of the Property that is subject to this Declaration and shall be exercised at the Builder's sole expense and liability:

- (a) the right of a Builder to build and complete Improvements on the Units owned by that Builder;
- (b) the right of a Builder to maintain sales offices, sales trailers, construction offices, construction trailers, management offices, and models on the Units owned by that Builder or, with Declarant's or the DRC's approval, on the Common Elements;
- (c) the right to maintain signs and advertising in the Community during periods of active sales of homes in the Community by such Builder;
- (d) the right to move any Lot lines(s) on Lot(s) owned by Builder, for the purpose of accommodating Improvements which are constructed or may be constructed;
- (e) the right to exercise any additional reserved right for Builders created by any other provision of this Declaration.

Article XI ENFORCEMENT

Section 11.1 Enforcement of Governing Documents.

(a) Statement of Clarification. Without modifying or restricting the scope of this Article XI and as a statement of clarification only, nothing contained in this Article XI is intended to prevent the parties from attempting to resolve any differences between them through the normal course of business and communications. It is only when the parties are unable to resolve their differences and they wish to proceed further through the assertion of a Claim (as defined herein), that the mandatory dispute resolution provisions contained in this Article XI are required. Declarant, the District, their officers, directors, affiliates, agents, and employees, all Owners and any Person not otherwise subject to this Declaration but who agrees to submit to this Article XI (including any subcontractors and suppliers), each such entity being referred to individually as a "Bound Party" and collectively as the "Bound Parties". Each Bound Party hereto agrees to encourage the amicable resolution of disputes involving the District and the Property and all Improvements thereon without the emotional and financial costs of litigation. Accordingly, except as otherwise agreed to in writing between any Bound Parties, each Bound Party covenants and agrees to submit all Claims to mediation, and if such mediation is not successful, final binding arbitration, as set forth below in this Declaration, and not to otherwise bring legal or equitable action in any court.

(b) Self-Help. Declarant, the District, or any authorized agent of either of them may enforce by self-help any of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in the Governing Documents to the fullest extent permitted by this Declaration and the law.

(c) Claims. Except as specifically excluded in this Section or as otherwise agreed to in writing between any Bound Parties, including without limitation any purchase and sale agreement or similar document (each a "Superseding Agreement"), all claims, disputes and other controversies arising out of or relating in any way to the:

(1) interpretation, application or enforcement of this Declaration;

(2) design, construction, sale, maintenance, habitability or condition of any improvements within the Community or any alleged defect therein, including without limitation any "action" as defined in C.R.S. §13-20-802.5(1); or

(3) rights, obligations and duties of any Bound Party under this Declaration, and/or any breach or alleged breach thereof;

are hereinafter referred to as a "Claim" or "Claims." All Claims shall be subject to and resolved in accordance with the terms and provisions of this Article XI. Notwithstanding

any contrary provision of this Article XI, the following shall not be Claims and shall not be subject to the provisions of this Article XI:

- (1) any legal action by the District or Declarant to obtain a temporary or permanent restraining order or injunction and such other ancillary relief as the court may deem necessary in order for the District or Declarant to act under and enforce the provisions of Article 8; and
- (2) any legal action to enforce an arbitration award provided in this Article 11.

Any question about whether a matter is a Claim, and/or whether such matter is covered by this Article 11, shall be determined by the arbitrator.

(d) Notice of Claim. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") shall submit all of their Claims by written notification delivered to each Respondent, stating plainly and concisely:

- (1) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;
- (2) the legal or contractual basis of the Claim (i.e., the specific authority out of which the claim arises); and
- (3) the specific relief and/or proposed remedy sought.

(e) Timely Initiation. All Claims shall be initiated by the Claimant within a reasonable time after the Claim has arisen, and in no event shall a Claim be made after the date when institution of legal or equitable action based on such Claim would be barred by the applicable statute of limitations or repose.

(f) Right to be Heard. Upon receipt of a Claim and prior to commencing any arbitration proceeding which may fall within the scope of Section 12.4, the Respondent shall have the right to be heard by the Claimant in an effort to resolve the Claim. The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Any party may appoint a representative to assist such party in negotiations. With respect to the foregoing, the Claimant and Respondent shall individually (i.e. without the joinder or inclusion of other Owners or such Claimant serving as a class representative for or becoming a class member of other Owners) mediate all Claims prior to proceeding under Section 12.4 below. The mediation shall be conducted by a single mediator. If such parties are unable to agree upon the selection of a mediator within fifteen (15) days of initiation of the Claim, then a single mediator shall be chosen in accordance with the rules governing the selection of an arbitrator under the Colorado Uniform Arbitration Act (the "CUAA"). All mediation fees shall be split equally among the Claimant and Respondent. Prior to conducting such mediation, and consistent with Colorado law, the parties thereto shall

agree in writing to limit the admissibility in arbitration or any court action of anything said, any admission made, and any documents prepared in the course of the mediation. If Claimant or Respondent commences an arbitration or other action based upon a Claim without first attempting to resolve the Claim through mediation, such party shall not be entitled to recover the costs of such action, even if the same would otherwise be available in such arbitration or other action.

(g) Right to Inspect. If the Claim is asserted against Declarant and/or its officers, directors, affiliates, agents, employees, contractors or consultants and is based on a defect in the design or the construction of any Improvements within the Property, Declarant shall have the right to access the affected area for purposes of inspecting the condition complained of, and the correction thereof, including any necessary redesign. This shall include, but not be limited to, notice prior to conducting any investigative or destructive testing. The Claimant shall meet with Declarant and/or its designees to discuss, in good faith, ways to resolve the Claim.

Section 11.2 Costs and Fees of Collecting Past Due Charges. Notwithstanding the foregoing, if an Owner fails to pay charges as described in Section 11.6 of this Declaration or any other sums due to the District in a timely manner, the District may require reimbursement for collection costs and reasonable attorneys' fees and costs incurred as a result of such failure without the necessity of commencing formal legal proceedings.

Section 11.3 Purpose of Fines and Penalties. The fines and penalties levied by the District are used to protect and maintain the recreation, health, safety and welfare of the residents of the Community through enforcement of the Declaration, Rules and Regulations and Guidelines.

Section 11.4 Liens. The District has the right and authority to levy and collect fines, to impose liens (as provided in C.R.S. Section 32-1-1001(I)(j)(I), as amended), to negotiate, settle and/or take any other actions with respect to any violation(s) or alleged violations(a) of the Governing Documents. No further recordation of any claim of lien is required. However, the Board or any officer of the DRC or any managing agent of the District, may prepare and record in the county in which the applicable Unit is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner(s) of the Unit, and a description of the Unit. If a lien is filed, the reasonable costs and expenses thereof shall be added to the due amount for the Unit against which it is filed and collected as part and parcel thereof. The District's lien may be foreclosed as provided by law.

Section 11.5 Certificate of Status of Fines and Penalties. The District shall furnish to an Owner, or such Owner's designee, or to a Security Interest Holder or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the District's registered agent, a written statement setting forth the amount of unpaid fines and penalties, if any, currently levied against such Owner's Unit. The statement shall be furnished within a reasonable time after

receipt of the request and is binding on the District, the Board and every Owner. The District or its agents shall have the right to charge a reasonable fee for the issuance of such certificates.

Section 11.6 Other Charges. To the extent permitted by law, the District may levy and assess charges, costs and fees, for matters such as, but not limited to, the following, in such amounts(s) as the Board may determine, including: reimbursement of charges that are made to the District by its managing agent or other Person; copying of District or other documents; returned checks; telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Unit; notices and demand letters; and other charges incurred by the District.

Section 11.7 Remedies Cumulative. Each remedy provided for the enforcement of the terms this Declaration is cumulative and not exclusive.

Article XII MISCELLANEOUS

Section 12.1 Period of the Community. The Community created by this Declaration shall continue until this Declaration is terminated in any manner provided in this Declaration or by law.

Section 12.2 Supplemental to Law. The provisions of this Declaration shall be in addition and supplemental to all other applicable provisions of law.

Section 12.3 Conveyance of Units. All Units, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way, and all other terms and provisions contained in this Declaration, as it may be amended from time to time.

Section 12.4 Mediation. If a dispute arises between the Owners, between a Bound Party and the District, or between Declarant and the District or any Bound Party relating to any provision of the Governing Documents (a "Dispute") that is not otherwise resolved informally or by a notice and hearing procedure specified in the Rules and Regulations, the parties thereto shall proceed in good faith to resolve the matter by mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the Dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the Dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate if the entire Dispute is not resolved within 30 days after the date written notice requesting mediation is sent by one party to the other(s) (the "Mediation Period"). Each party shall pay its own costs and expenses relating to the mediation proceedings.

Section 12.5 Arbitration. As a means to promote efficient cost-effective resolution of disputes pertaining to the Property and to encourage and foster the

development of housing and to further promote the affordability of housing, it is a requirement that the following claims involving the Property or any improvements thereon shall be submitted to binding arbitration in lieu of submitting any such claim to a judicial proceeding for any and all claims: (1) that are between two or more of the following persons or entities: (a) any owner of any portion of the Property; (b) any common interest community District created with respect to the Property; (c) the subdivider, Declarant or any contractor or anyone claiming under or through any such persons; (d) any party that constructs any residential dwelling units upon the Property; (e) any Construction Professional as defined in the Construction Defect Action Reform Act ("CADARA"), C.R.S. 13-80-802.5, et seq., as amended; and (2) that pertain to any of the following: (a) the Property; (b) any dwelling unit or improvement constructed on the Property, or common area development structure or improvement; (c) the District or any portion thereof; or (d) the Declaration or other documents governing the District. The foregoing shall not preclude any of the foregoing parties from endeavoring to resolve any such claims through either negotiation or mediation before submitting such claim to binding arbitration. Notwithstanding the foregoing, this restriction shall not be deemed to require that claims brought by the District to recover unpaid charges payable to the District or to obtain a temporary restraining order injunction from a court of law prohibiting a violation of such covenants, conditions and restrictions shall be subject to binding arbitration.

For purposes of this Declaration, binding arbitration shall mean submission of any claim described above be submitted to a single arbitrator who must be, at a minimum, a retired Colorado State District Court Judge or retired Federal District Court Judge or through the use of such organization that such retired Judge may be a member of, including such organizations as the Judicial Arbiter Group or its successors. In such arbitration, the costs and expenses of arbitration shall be borne equally by the parties and shall be conducted utilizing such rules of procedure as the arbitrator may reasonably adopt to promote the efficient and economical resolution of any such claim. This provision shall be binding upon all successors in interest, grantees, owners, heirs, assigns, and all others who acquire an interest in or to the Property.

Section 12.6 Amendment; Servitude in Gross. The rights, terms and provision of this Article XII are enforceable by Declarant, and shall not be amended without the written consent of Declarant. Further, this Article 12 and the rights, terms and provisions contained herein constitute a servitude in gross for the benefit of Declarant and its officers, directors, affiliates, agents, employees, contractors and consultants, successors and assigns and shall inure to the benefit of the foregoing, and all of the foregoing are third party beneficiaries thereof, regardless of ownership of any portion of the Property.

Section 12.7 Binding Effect. BY TAKING TITLE TO ANY PORTION OF THE COMMUNITY, EACH OWNER THEREOF ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 12 ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S WILLINGNESS TO DEVELOP THE PROPERTY, CONSTRUCT IMPROVEMENTS AND SELL LOTS TO BUILDERS TO PERMIT THE CONSTRUCTION OF UNITS, AND THAT IN THE ABSENCE OF THE

PROVISIONS CONTAINED IN THIS ARTICLE XII, DECLARANT WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP THE PROPERTY, CONSTRUCT IMPROVEMENTS OR SELL HOMES CONSTRUCTED ON THE LOTS FOR THE PRICES PAID BY THE ORIGINAL PURCHASERS. BY ACCEPTING TITLE TO SUCH PORTION OF THE PROPERTY, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 12 LIMIT HIS OR HER RIGHTS WITH RESPECT TO THE RIGHTS AND REMEDIES THAT MAY BE AVAILABLE IN THE EVENT OF A POTENTIAL OR ACTUAL CONSTRUCTION DEFECT AFFECTING THE IMPROVEMENTS OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY UNIT.

Section 12.8 Limitation on an Owner's Liability.

(a) No Owner shall be liable to the District or other Owners for the expenses, costs, and fees incurred by the District or other Owners for maintenance, repair, or replacement of the Common Elements or any Unit caused by the negligent or willful act or omission of that Owner to the extent that the District or the other Owners would be reimbursed for such expenses, costs, and fees by such the insurance required to be carried pursuant to Article 5.

(b) The District and each Owner hereby waive any and all rights to recover against the other, and against their respective officers, directors, stockholders, partners, employees, agents, representatives for damage to such waiving party or loss of its property or the property of others under its control arising from any cause covered by any property insurance required to be carried by such waiving party hereunder or actually carried by such waiving party, to the extent of the limits of such property insurance. The foregoing waiver shall be effective only as long as it does not invalidate any insurance coverage carried by the waiving party and only as long as it is permitted by such party's insurance carrier without payment of an additional premium.

Section 12.9 Non-Waiver. Failure by a Declarant, the District, any Owner, First Mortgagee, or any other person or entity to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 12.10 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

Section 12.11 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 12.12 Captions. The captions to the Articles and Sections and the Table

IN WITNESS WHEREOF, Declarant and District have executed this Declaration effective as of the date first written above.

**CHOKe CHERRY INVESTORS, LLC, a
Colorado limited liability company**

By: U.S. West Properties Limited Liability
Co., Its Manager

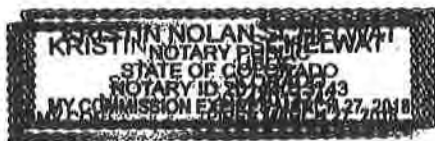
By: Michael Sanders
Michael Sanders, Manager


STATE OF COLORADO)
) SS.
COUNTY OF GRAPAHOE)

The above and foregoing Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch was acknowledged before me this 20 day of FEBRUARY, 2018, by Michael Sanders, Manager of U.S. West Properties Limited Liability Co., the Manager of Choke Cherry Investors, LLC.

WITNESS my hand and official seal.

My commission expires: 3-27-10

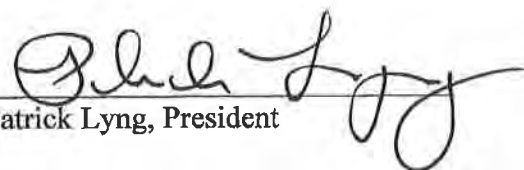



Notary Public



DISTRICT:

STONE CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

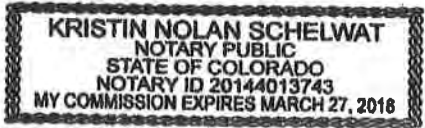
By: 
Patrick Lyng, President


STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The above and foregoing Declaration of Covenants, Conditions, and Restrictions of Stone Creek Ranch was acknowledged before me this 20 day of FEBRUARY, 2018, by Patrick Lyng, President of Stone Creek Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 3-27-18




Notary Public

**EXHIBIT A
TO
THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF STONE CREEK RANCH**

Legal Description of the Lots comprising the Property

Lots 1 through 329, inclusive,
Stone Creek Ranch Filing No. 1,
Douglas County, Colorado.

**EXHIBIT B
TO
THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF STONE CREEK RANCH**

Tracts

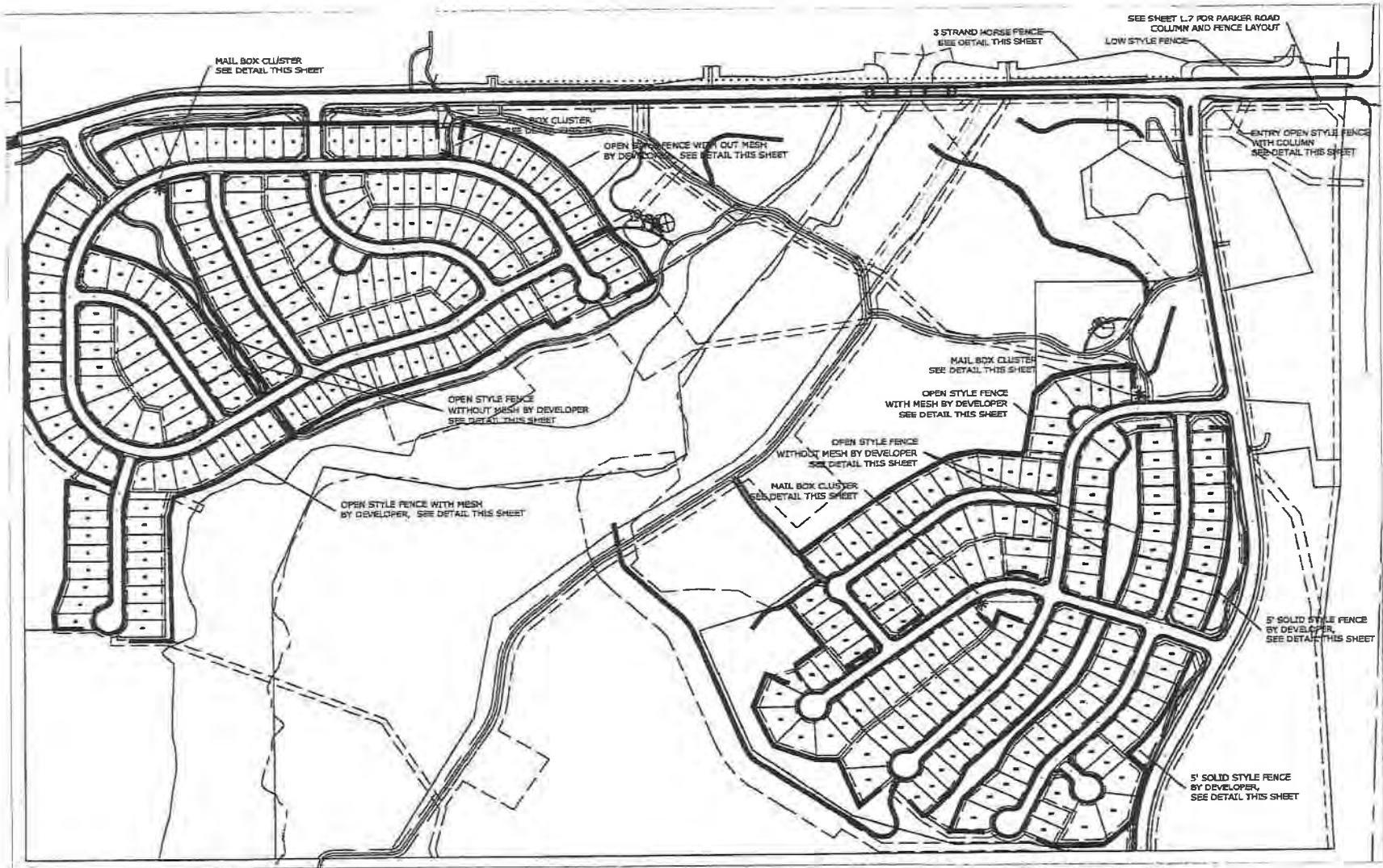
Tracts A through L, inclusive,
Tracts N through S, inclusive, and
Tracts V through Y, inclusive,
Stone Creek Ranch Filing No. 1,
Douglas County, Colorado.

**EXHIBIT C
TO
THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF STONE CREEK RANCH**

Master Fencing Plan


[See attached]

EXHIBIT C TO
STONE CREEK RANCH CC&RS



FENCE MASTER PLAN

Legend

- | | | | |
|---|--|---|--|
|  | OPEN STYLE PVC 3 RAIL FENCE WITH WIRE MESH - BY DEVELOPER |  | OPEN STYLE LOW FENCE 2 RAIL - BY DEVELOPER |
|  | OPEN STYLE PVC 3 RAIL FENCE WITHOUT WIRE MESH - BY DEVELOPER |  | THREE STRAND HORSE FENCE - BY DEVELOPER |
|  | 5' HT. PRIVACY FENCE - BY DEVELOPER | | MAILBOX CLUSTER LOCATIONS - BY DEVELOPER |

RESOLUTION NO. 2018-04-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE STONE CREEK
METROPOLITAN DISTRICT ADOPTING THE POLICIES AND PROCEDURES
GOVERNING THE ENFORCEMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF STONE CREEK RANCH**

WHEREAS, the Stone Creek Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in Douglas County, Colorado; and

WHEREAS, the District operates pursuant to its Service Plan approved by Douglas County, Colorado on September 23, 2014, as the same may be amended and/or modified from time to time (the “**Service Plan**”); and

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

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

WHEREAS, Choke Cherry Investors, LLC, a Colorado limited liability company (the “**Developer**”) has caused to be recorded the Declaration Of Covenants, Conditions, And Restrictions Of Stone Creek Ranch, recorded on March 7, 2018, at Reception No. 2018013714 of Douglas County, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Covenants**”) applicable to the real property within the District (the “**Property**”); and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE STONE CREEK METROPOLITAN DISTRICT:

1. The Board of Directors of the District hereby adopt the Policies and Procedures Governing the Enforcement of the Declaration Of Covenants, Conditions, And Restrictions Of Stone Creek Ranch as described in **Exhibit A**, attached hereto and incorporated herein by this reference ("**Policies and Procedures**").

2. The Board of Directors declares that the Policies and Procedures are effective as of January 1, 2018.

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2018-04-__]

APPROVED AND ADOPTED ON APRIL 19, 2018.

**STONE CREEK METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary or Assistant Secretary

EXHIBIT A

**POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF STONE
CREEK RANCH**

Preamble

The Board of Directors of the Stone Creek Metropolitan District (the “**District**”), has adopted the following Policies and Procedures Governing the Enforcement of the Declaration Of Covenants, Conditions, And Restrictions Of Stone Creek Ranch (“**Policies and Procedures**”) pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(m), and Section 32-1-1004(8), C.R.S. These Policies and Procedures provide for the orderly and efficient enforcement of the Declaration Of Covenants, Conditions, And Restrictions Of Stone Creek Ranch, recorded on March 7, 2018, at Reception No. 2018013714 of the Douglas County, Colorado real property records, and as may be amended from time to time (the “**Covenants**”).

Pursuant to the Covenants, it is the intention of Choke Cherry Investors, LLC, a Colorado limited liability company (the “**Developer**”) to empower the District to provide covenant enforcement services to the residents of the District.

The District, pursuant to the provisions of its Service Plan, which was approved by Douglas County, Colorado, on September 23, 2014, as it has been and may be amended from time to time, and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violation(s) of the Covenants.

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

ARTICLE 1. SCOPE OF POLICIES AND PROCEDURES

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

ARTICLE 2. VIOLATIONS OF THE COVENANTS

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

2.2 Notice of Violation. A Notice of Violation shall be sent upon a determination, following investigation, by the Managing Agent that a violation is likely to exist. Such Notice of

Violation shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

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

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

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

- a. First Offense – Notice of Violation, no penalty
- b. Second Repeated Offense – Fee of up to \$100.00
- c. Third Repeated Offense – Up to \$250.00
- d. Continuing Repeated Violation – Up to \$500 each day violation continues (each day constitutes a separate violation).

ARTICLE 3. INTEREST

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

ARTICLE 4.
LIEN FILING POLICIES AND PROCEDURES

4.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all fees and charges imposed by the District, including but not limited to those provided herein pursuant to Section Nos. 2.3, 4.2, 5.1, and 6.1 (the “**Fees and Charges**”), until paid, shall constitute a perpetual lien on and against the Property to be served by the District. Except for the for the lien against the Property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Fees and Charges shall to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All liens contemplated herein may be foreclosed as authorized by law at such time as the District in its sole discretion may determine. Notwithstanding the foregoing, the lien policies and procedures set forth herein shall be implemented in order to ensure an orderly and fair execution of the lien filing and collections process.

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

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

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

c. First (1) Business day of the Month Following the Postmark Date of the Warning Letter. Once the total amount owing on the Property, inclusive of Interest and Costs of Collections as defined below, has exceeded One Hundred Twenty Dollars (\$120.00) and the Managing Agent has performed its duties outlined in these Policies and Procedures, the Managing Agent shall refer the Delinquent Account to the District’s General Counsel (the “**General Counsel**”). However, if the amount owing on the Delinquent Account is less than One Hundred Twenty Dollars (\$120.00), the Managing Agent shall continue to monitor the Delinquent Account until the amount owing on such account is One Hundred Twenty Dollars (\$120.00) or greater, at which point the Managing Agent shall refer the Delinquent Account to General Counsel. At the time of such referral, the Managing Agent shall provide General

Counsel with copies of all notices and letters sent and a copy of the most recent ledger for the Delinquent Account.

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

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

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

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

ARTICLE 5. COSTS OF COLLECTIONS

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

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

a. Reminder Letter Fee. No charge for the Reminder Letter. This action is performed by the Managing Agent.

b. Warning Letter Fee. Fifteen Dollars (\$15.00) per Warning Letter sent. This action is performed by the Managing Agent.

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

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

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

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

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

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

ARTICLE 6. WAIVER OF INTEREST AND COSTS OF COLLECTIONS

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

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

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

ARTICLE 7. OPPORTUNITY TO BE HEARD

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. PAYMENT PLANS

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

ARTICLE 9.
RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the Managing Agent or General Counsel that would otherwise have been authorized by these Policies and Procedures are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 10.
ADDITIONAL ACTIONS

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

ARTICLE 11.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

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

ARTICLE 12.
SEVERABILITY

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

ARTICLE 13.
SAVINGS PROVISION

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

RESOLUTION NO. 2018-04-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE STONE CREEK
METROPOLITAN DISTRICT ADOPTING THE DESIGN REVIEW GUIDELINES OF
STONE CREEK RANCH**

WHEREAS, the Stone Creek Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in Douglas County, Colorado; and

WHEREAS, the District operates pursuant to its Service Plan approved by Douglas County, Colorado on September 23, 2014, as the same may be amended and/or modified from time to time (the “**Service Plan**”); and

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

WHEREAS, WHEREAS, Choke Cherry Investors, LLC, a Colorado limited liability company (the “**Developer**”) has caused to be recorded the Declaration Of Covenants, Conditions, And Restrictions Of Stone Creek Ranch, recorded on March 7, 2018, at Reception No. 2018013714 of Douglas County, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Covenants**”) applicable to the real property within the District (the “**Property**”); and

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

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

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

WHEREAS, the District desires to provide for the orderly and efficient enforcement of the Covenants by adopting design and landscape guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE STONE CREEK METROPOLITAN DISTRICT:

1. The Board of Directors of the District hereby adopts the Design Review Guidelines of Stone Creek Ranch as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Design Review Guidelines**”).

2. The Board of Directors declares that the Design Review Guidelines are effective as of January 1, 2018.

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2018-04-__]

APPROVED AND ADOPTED on April 19, 2018.

**STONE CREEK METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary or Assistant Secretary

EXHIBIT A

DESIGN REVIEW GUIDELINES OF STONE CREEK RANCH

Design Review Guidelines

for

STONE CREEK
RANCH

OCTOBER 2017

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Section 1: Introduction

1.1 Purpose and Intent

Stone Creek Ranch is a covenant controlled community. It is the intent of these Design Review Guidelines to unify the newly built community with the surrounding environment and neighborhoods, these Guidelines are important to the overall aesthetics of this community. The Design Review Guidelines (“DRG”) set forth below have been adopted for this reason, and to help ensure the beauty, sustainability, harmony and consistency of the Stone Creek Ranch community, its homes and landscape.

The purpose of the DRG is to provide specific design criteria for developing residential lots at Stone Creek Ranch. The DRG, though not intended to be a full list of considerations, deal with a variety of elements that will be subject to review by the Stone Creek Ranch Homeowners Association, Inc.’s (“Association”) Design Review Committee (“DRC”). A number of other restrictions are included elsewhere in the Association’s governing documents, copies of which were provided to you during the escrow process. Homeowners, homebuilders and their consultants are encouraged to review the entire DRG to better understand the total design goal of the community. Please contact the Association’s managing agent for additional copies of the Association’s governing documents.

The DRC is responsible for all matters of design review for all lots within Stone Creek Ranch. Design review includes both architecture and landscape. If you are contemplating an exterior modification to your home or landscape, you must submit a written request and obtain DRC approval prior to performing any modification. Section 10.6 of the Declaration of Covenants, Conditions and Restrictions of Stone Creek Ranch (“Declaration”) requires DRC approval for all property modifications. This includes exterior alterations to existing improvements and planting or removing existing landscape.

The regulations herein may be subject to revision over time. All development within Stone Creek Ranch must abide by the applicable criteria established by these DRG in addition to the zoning development standards established by the Douglas County Colorado and by the Stone Creek Ranch Declaration. In case of conflict or discrepancy, or for subjects not addressed in the DRG, the more restrictive guidelines, governing agencies, codes and/or regulations shall take precedence.

1.2 Community Concept and Character

Stone Creek Ranch is in a unique landscape setting. Cherry Creek runs through the middle of the community and the land is somewhat rural in character with natural growth of cottonwood, chokecherry, willow and other native Colorado plants. Wildlife in the area

includes red tail hawk, deer, fox and coyote. The community design concept for Stone Creek Ranch provides for residential homes to be linked by public roadways and pedestrian walks to the Cherry Creek Trail and Open Space area.

1.3 Relationship of the Landscape Design Standards to Other Regulations

The DRG are to be used by homeowners, homebuilders and their design consultants as a guide and framework for their efforts to develop landscapes within Stone Creek Ranch. The DRG are also to be used by homeowners when modifying or upgrading landscaping on individual properties within Stone Creek Ranch.

The DRG will also be used by the DRC in reviewing proposals and determining their relative conformance to the overall design objectives and criteria.

The DRG are intended to cover each site-specific or lot-specific issue, and community issues such as edge treatments and relationships to adjacent land uses. The DRG are to be used in conjunction with the recorded Declaration.

Section 2: Landscape Design

2.1 Purpose and Intent

The landscape within Stone Creek Ranch should provide a sustainable, unified landscape network and should have compatibility with adjacent properties, the project's streetscape, and ultimately transition into perimeter landscaping. The DRC reserves the right to require landscape components as a part of the architectural approval, if in the opinion of the DRC, the architectural design needs specific assistance to meet the intent of the design standards. It is the intent of the criteria to perpetuate a residential landscape, which maximizes the use of water efficient/drought tolerant planting materials and landscape areas. Irrigated blue grass lawns should be used sparingly, see Section 2.6. Homeowners should consider alternative lawn options such as RTF Water Saver Sod, Bluegrass hybrids, Buffalo Grass or even a native grass such as Blue Gramma. Landscape locations within a homeowner's lot must also conform to the Pinery Water & Sanitation District requirements which include: a.) No more than sixty (60%) percent of the total landscaped area of a lot shall include irrigated turf, and b.) No more than 6,000 square feet of irrigable landscape material shall be installed or irrigated on any lot.

2.2 Landscape Requirements

The use of drought tolerant plants is highly encouraged and a mix of deciduous, evergreen plants and grasses will add seasonal interest. Water conservation methods of xeriscape

plantings, irrigation methods and maintenance should be used. Prohibited trees include Poplars, Silver Maple and Russian Olive. The Stone Creek Ranch landscape utilizes a low water native plant palette, see Exhibit A for the “Recommend Plant List”.

2.3 Utility Location Requirements

In making any improvements to a property, the homeowner is responsible for locating water, sewer, gas, electrical, cable television, phone or any other utility lines or easements. The homeowner should not construct any improvements over such easements without consent of the utility involved, and the homeowner will be responsible for any damage to any utility lines. Underground utility lines and easements can be located by contacting:

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

2.4 Landscape Plan Submittal

Builder installed landscaping plans are pre-approved but must meet the minimum standards listed below. Homeowner must submit landscape plans to the DRC for approval prior to installation. The landscape plan shall include a plant schedule including common, botanical names, quantity and sizes of all plant materials. In addition, landscape plans shall accurately show property lines, easements and setbacks. Landscape plans shall include all proposed improvements such as fencing, decks, retaining walls, gazebos, arbors, built-in barbecues, hot tubs, etc. See Exhibit D, Design Review Request Form for Landscape Plan Submittal.

2.5 Timing of Landscape Installation

The homebuilder shall install all front and partial side yard (the area between the front yard and the wing fences) landscape, irrigation and side yard wing fencing within 90 days of homeowner taking occupancy or within 8 months if occupancy date is after September 1. Landscape and irrigation is to be installed by each respective homebuilder as part of the homebuilding process in accordance with the Lot Typical Landscaping templates attached hereto as Exhibit E.

The homeowner shall install rear yard and remaining side yard landscape and irrigation within 90 days of occupancy of the home between March 1 and September 1, or within 8 months if occupancy date is after September 1. If the homeowner does not install the landscape within this time frame, they may be susceptible to a fine from the Association.

2.6 Plant Material, Planting Requirements and Guidelines

The homebuilder shall install at minimum the front yard and partial side yard landscaping including the irrigation system, sod, shrubs and trees. All lots front yard landscape will require a minimum of one (1) – 2½" caliper deciduous tree or one (1) 8' tall evergreen tree and ten (10) – 5 gallon shrubs. All corner lots require an additional one (1) – 2½" caliper deciduous tree or one (1) 8' tall evergreen tree in the side yard area facing the street.

In place of a deciduous tree, one - 1½" caliper ornamental tree may be planted, see min. sizes below

In place of one (1) 5-gallon shrub, three (3) – 1 gallon ornamental grasses may be planted.

All plant/landscape material shall be installed per the following minimum sizes and specifications:

- Deciduous trees – 2½" caliper

- Ornamental trees – 1½" caliper or 6'-8' height multi-stemmed

- Evergreen trees – 8' height

- Shrubs – 5-gallon container

- Ornamental grasses - 1-gallon container

- Perennials – 1-gallon container

- Bark or rock mulch – minimum depth 3"

- Edger – may be a steel edger with rolled top edge or concrete form edging, no vinyl permitted

Rear yard landscape by the homeowner shall be at least 35% long lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material coverage of 50% at inspection and 75% at maturity. Turf areas shall be limited to no more than 50% of the area to be landscaped. Not more than 50% of a front yard or rear yard landscape may be bark or rock mulch. Artificial turf is allowed in rear yards.

Internal side yards may be covered with rock or bark mulch and no plant material is required. External side yard exposed to public view shall be landscaped with shrubs and/or ornamental grasses at a minimum rate of six (6) 5-gallon shrubs along the side yard.

Landscape rocks and boulders are permitted, they must be integrated into the design to look as natural as possible. All landscape rocks and boulders should be buried at least 1/3 of their mass.

Lawn areas should be kept at least six (6') feet away from the foundation of the home or as recommended by a professional soils engineer or landscape professional, to ensure proper drainage is maintained. Drip irrigation should be no closer than three (3') feet away from the foundation.

No trees may be planted within utility easement areas, unless approved by the utility company(s) beforehand.

Gas meters, air conditioning units, etc. must be screened from public view with plantings. Evergreen trees or shrubs are encouraged to provide year-round screening. Waivers may be obtained for screening gas meters and air conditioning units based on review and approval of the DRC. Waiver requests will be reviewed by the DRC on a case by case basis.

All beds are to be mulched with 3" depth mulch, either rock or bark. Rock mulch shall be earth tones in color. White, red or black rock is not permitted.

2.7 Site Drainage and Grading

Natural drainage patterns provided on your lot prior to occupancy must be retained and respected during the landscaping installation and following completion. All structures and landscape elements must be placed on the property so that the existing topography is disturbed as little as possible. Grading plans must conform to the approved Stone Creek Grading and Drainage Plan and the Grading Certificate applicable to the homeowner's lot. Newly graded areas must be protected against erosion, allow 10% slopes away from the residence (or whatever the geotechnical engineer recommends) for at least seven (7') feet. Occasionally, reducing the 10% is permitted by geotechnical engineer and may be necessary to solve grading/drainage issue. Location of topsoil stockpiles, barrow pits on site, and excess material disposal areas are subject to DRC approval. Homeowners are encouraged to utilize soils engineers and landscape professionals to help ensure that proper drainage is maintained.

2.8 Rooftop Precipitation Collection

Colorado House Bill 16-1005, effective August 10, 2016, now allows "the use of rain barrels to collect precipitation from a residential rooftop for non-potable uses". As part of a sustainable landscape approach, Stone Creek Ranch residents are encouraged to use rain barrels for non-potable or landscape irrigation. Use of rain barrels must comply with the Colorado State law and utilize best management practices. The law states that up to 2 rain barrels with combined storage capacity of 110 gallons are allowed. Information on rooftop precipitation collection may be viewed on the State of Engineer's website, refer to Section 37-96.5-103.

2.9 Irrigation

Automatic irrigation systems are required for constructed landscape areas on all lots. An irrigation design professional should be consulted to provide an efficient watering system that promotes healthy plant growth and minimizes water loss due to run-off and evapotranspiration. All turf areas shall be spray irrigated, all plants in bed areas shall be irrigated with drip, micro-spray or bubbler systems. All irrigation to be automatic underground system design.

(a) General Design Considerations

- All landscape areas shall be maintained on an automatic irrigation system.
- Introduction of irrigation water, by overspray, run-off, or other means, to areas within existing drip lines under native trees shall be avoided.
- Valve or other flush-mounted boxes shall match the color of the ground surface (tan to match soil color or green when in turf).
- Locate valve boxes, flush caps, wall-mounted or above-ground equipment, and the like in inconspicuous areas of the site and out of drainage swales, and set boxes on flat ground to minimize visibility.
- Paint free-standing or wall-mounted equipment to match the exterior color of the house or the walls on which they are mounted.

(b) Valves

- Different plant species require varying amounts of water and frequency of application.
- Proper valving can significantly reduce maintenance and water costs. Separate valves should be considered for trees, low-water-use shrubs, ornamental shrubs, turf, annual flowers or pots.
- Additional valves should be considered to accommodate exposure differences. For example, most plants located in shady zones will require less water than the same plants placed in an exposure that receives full sun.

(c) Turf Irrigation

- Spray irrigation is limited to turf areas only.

- If rotors and low trajectory type heads are utilized to irrigate turf areas, provide separate valves for each to maximize control and efficiency of the system.
- Runoff into streets, onto sidewalks, onto neighboring properties, or into natural areas not previously part of the site drainage pattern is prohibited.

2.10 Landscape Maintenance

Each homeowner is required to maintain the landscape on his or her lot in a neat and attractive condition and in such a manner that it does not become visually unattractive, overgrown, or otherwise not in keeping with the DRG. Minimum maintenance requirements include watering, mowing, edging, pruning, removal/replacement of dead or dying plant materials, removal and/or elimination of weeds and noxious grasses, treatment of diseased plant material and removal of trash. The Association and the DRC reserves all rights to cause the maintenance of the landscape in accordance with these DRG including the imposition of fines.

2.11 Fencing

Fencing at Stone Creek Ranch is subject to review and approval by the DRC. Private lot fencing is allowed to provide a sense of security and confinement for family activities and pets. "Invisible" type fencing, buried beneath the surface of the ground on private lots is also allowed. All private lot fencing, including any "invisible" fencing must be approved by the DRC prior to any work being done. All fencing to be installed or replaced shall be consistent with the Fencing Masterplan shown on Exhibit B. All fencing shall be installed or replaced with same fence style, material, color and specifications shown on the Fencing Masterplan and shall be subject to DRC review prior to installation. Homeowners or Builders shall have the option of installing 5 ft. privacy fencing for internal wing, side and rear fences with the approval of the DRC. The Three Rail Fence shall be National Vinyl Products- Ranch Rail Style -Sand Color and the 5-ft. privacy fence shall be National Vinyl Products-Solid Privacy Style- Sand Color. In the event these specified fences are not available, then the DRC shall specify a replacement fence specification.

Removal of the perimeter fence to access a lot is not permitted.

The fencing design at Stone Creek Ranch is part of the Zoning approval by Douglas County, Colorado in addition to being endorsed by the DRG. Therefore, there are no allowed variations in fencing design or height. See Exhibit B for required fence and gate designs.

Rear yard gates are prohibited.

2.12 Retaining Walls

Retaining walls should be aesthetically pleasing and blend in with the surrounding landscape, walls should be constructed of durable materials. All retaining wall information including location, height and materials, must be shown on the Landscape Plan Submittal and will be subject to review by the DRC. See Exhibit C for retaining wall details.

Allowed retaining wall materials include nature stone boulders, concrete block (earth tone colors), concrete with brick or stone veneer and heavy, water resistant timbers. Wall must not exceed four (4') feet in height unless it is designed by a structural engineer and provides adequate fall protection. All walls must be review by the DRC for approval. Terraced walls should include plantings to reduce visual impact.

Retaining walls must not adversely affect adjoining properties and shall comply with the Stone Creek Grading and Drainage Plan.

Maintenance, repair or removal cost associated with retaining walls are the responsibility of the homeowner.

2.13 Play Areas

Play structures including playhouses, swing sets, etc. shall be located in the rear or side yard and will be reviewed on a case by case basis by the DRC. All play structures shall be maintained in a good and slightly manner. See Section 8 for additional details.

2.14 Driveway Extensions

No additional driveway concrete slabs are permitted, unless approved by the DRC.

Section 3: Signs

Unless permitted in the Declaration, no sign of any kind shall be displayed to the public view on any part of a lot or home, except:

- one (1) professional sign to advertise a dwelling for sale, lease or for an "Open House" showing by a realtor. Such sign shall not exceed a total of six (6) square feet.
- one (1) sign indicating protection by security system. Such sign shall not exceed a total of two (2) square feet.
- one (1) "neighborhood watch" sign. Such sign shall not exceed a total of three (3) square feet.

Standards relating to dimensions, color, style and location of such signs must also comply with local sign codes and with all other applicable statutes, ordinances and regulations.

Any and all signs must be placed at least two (2') feet into the yard from the sidewalk.

Except as specifically permitted in the Declaration, no signs shall be permitted in common space areas.

Section 4: Flags/Banners

Unless permitted in the Declaration, no flag or banner of any kind shall be displayed to the public view on any part of a lot or home, including during the period when a home is for sale. The only exceptions are the American flag and military service flags. The American flag may be displayed on the property, in windows and on balconies if the display complies with the Federal Flag Code, 4 U.S.C. 4 to 10. Service flags with a star denoting the service of the homeowner or a member of the homeowner's immediate family in the active or reserve military service during a time of war or armed conflict may be displayed on the inside of a window or door of the homeowner's residence. Service flags can be no larger than 9 (nine) inches by 16 (sixteen) inches in size. Service flags may be displayed inside of a window or door only.

Section 5: Exterior Holiday Decorations

The intent of this section is not to discourage decorating for holidays, but only to maintain a standard of quality fitting with a community like Stone Creek Ranch. Holiday decorations are considered gifts to the street, and, as such, should be subtle, soft, and tasteful. Decoration displays should not have a commercial appearance and should not be "overdone." The DRC reserves the right, in its sole opinion, to prohibit any holiday decorations deemed inappropriate for the image of the community.

The following criteria should be followed:

- Cut evergreen trees and/or decorated Christmas trees are not permitted outside the exterior of the home, except when located in private courtyards.
- No exposed spotlights are allowed. Avoid excessive light pollution at night.
- Luminaries may be placed along driveways and patios, but not on roofs or parapets. Paper luminaries with candles are discouraged due to potential fire danger. Care must be taken that paper luminaries do not blow away or litter adjacent properties.

- Exterior holiday music is not permitted, except for that which is played for personal and social enjoyment within the outdoor living spaces or which may otherwise be approved by the DRC.
- Christmas holiday decorations may be displayed only between Thanksgiving and January 10th.
- Decorations for any other holiday may be displayed no more than two (2) weeks prior to the holiday and must be removed within one (1) week after the holiday.

Section 6: Basketball Backboards, Poles and Support Structures

Basketball hoops and backboards are exterior improvements and must be approved by the DRC prior to installation.

Basketball hoops/backboards may not be permanently attached to the front elevation of any home. Portable basketball hoops/backboards are acceptable but must be placed in such a manner that they do not block sidewalks and cannot be placed in streets and must be removed within 48 hours when not in use and stored out of public view. Violations will be considered an unauthorized improvement to the exterior of the home.

Section 7: Sheds/Trash Cans & Pick-Up Policy

7.1 Sheds

No accessory buildings other than a storage shed shall be allowed on any lot unless integrated into the character of the overall yard/landscaping.

- Prior to construction or placement of any storage shed, a complete set of building plans with a sitemap showing dimensioned location of the proposed storage shed, adjacent fences, and the adjacent home must be submitted to the DRC for approval.
- All storage sheds may also require a Douglas County, Colorado building permit.
- Only one (1) storage shed per lot is allowed.
- Storage sheds must maintain the character of the surrounding neighborhood and architecturally resemble and be constructed of like or similar materials as the

existing principal building (i.e., same color for trim, body, and shingles as the residence.)

- Prefabricated or corrugated metal, cinder block, plastic, vinyl, canvas or similar material buildings are prohibited.
- Building on easements is prohibited.
- The front setback shall be the same as the adjacent home. The side and rear setbacks shall be the same as the adjacent home. The side and rear setbacks shall be a minimum of three (3') feet from any adjacent property line, but may not encroach into any easements.
- Storage sheds may be integrated into the main building or garage but must be located within the rear yard. All storage sheds shall be kept well painted and maintained.
- Maximum height shall not exceed 12 feet at the peak of the roof. Storage sheds shall not exceed one hundred-fifty (150) square feet in size. All storage shed plans shall be reviewed by and require the approval of the DRC.

7.2 Trash & Pick-up Policy

Residents of Stone Creek Ranch may only leave covered trash containers, cans and receptacles out for curb side pick-up no earlier than 5 PM the day before scheduled pick-up service and same shall be stowed/stored out of public view no later than 11 PM the day of scheduled pick-up service. Trash containers, cans and receptacles must be permanently stored in a manner so they are not visible from the street, i.e. behind a screen fence, plantings or in a garage.

Section 8: Play Equipment

8.1 Play Equipment

All play structures must be submitted to the DRC for approval prior to being installed. The DRC request must include the location of the play structure in the backyard. The play structure must not exceed twelve (12') feet in height. Play structures must be made mostly of natural materials. Covers, tents, awnings, or flags must be submitted for approval. Play structures must be neutral in color. No portion of the play equipment, as utilized, may be located or extended closer than five (5') feet to the property line of the lot it is being utilized on.

8.2 Trampolines

All trampolines must be submitted to the DRC for approval prior to being installed.

- Where possible trampolines should be installed in-ground. Above ground trampolines must be anchored securely. Homeowner will be required to provide proof of adequate anchoring to the DRC.
- Trampolines and safety nets must be fully screened with mature plant material on the side facing the street.
- Plans submitted must include size and height of trampoline and net.
- Plans must also include heights and diameters of all screening plant life to be planted around the trampoline.

Section 9: Dog Runs and Pet Enclosures

All dog runs, pet enclosures and similar structures must be submitted to the DRC for approval prior to being installed.

- Dog runs, pet enclosures and similar structures shall be designed as integral elements to the home.
- Fencing or wire-type mesh must be framed or encased in architectural elements that tie into the architectural character of the home and shall not exceed five (5') feet in height. No chain-link style fence is permitted to be used as part of a pet enclosure.
- Dog runs and pet enclosures may not appear as freestanding elements or arbitrarily tacked-on structures. Such structures must be located in the rear yard and in compliance with the building setbacks for the lot.

Section 10: Exterior Fireplaces

All exterior fireplaces, fire-pits and similar structures must be submitted to the DRC for approval prior to being installed.

Gas fueled fireplace (including two-sided fireplaces shared with finished indoor living space) and fire pit features are permitted. Homeowner must obtain all necessary permits prior to installation. Gas fire pits and fireplaces must meet local building codes.

Wood burning fireplaces or fire pits are prohibited.

Exterior fireplace design should complement the architectural style, materials and colors of the home and conform to the following guidelines:

- Exterior fireplaces and/or fire pits must be contained within the rear yard.
- Internally mounted spark arrestors should be considered a part of the finished design.
- A fireplace or fire pit shall be located a minimum of five (5') feet from any property line.
- A fireplace or fire pit taller than six (6') feet shall be located a minimum of ten (10') feet from any fence.
- Any freestanding exterior fireplace, including the chimney, shall not exceed a height of ten (10') feet as measured from the adjacent finished grade of the lot.

Section 11: Barbecue Grills and Outdoor Cooktops

Fire safety measures shall be adhered to in locating and supervising barbecues on lots. No barbecue shall cause a threat of fire or expose adjacent lots to unnecessary smoke.

All built-in barbecue units and outdoor cooktops must be submitted to the DRC for approval prior to being installed. Homeowner must obtain all necessary permits prior to construction; barbecue grills must meet local building codes.

Built-in barbecue units must be contained within the rear yard and must be designed to integrate with the design of the home and conform to the following guidelines:

- Barbecues shall be located a minimum of five (5') feet from any property line.
- A barbecue taller than six (6') feet shall be located a minimum of ten (10') feet from any property line.
- Any freestanding exterior barbecue, including the chimney, shall not exceed a height of ten (10') feet as measured from the adjacent finished grade of the lot.

Section 12: Antenna/Satellite Dishes

The DRG recognize and adhere to all local, state and federal regulations concerning antennas and satellite dishes, and no-one will be denied the use of a recognizable system.

Large satellite dishes will be prohibited in favor of the smaller (18") varieties unless otherwise approved by the DRC.

Inconspicuous locations under the eaves are encouraged. Location above the eaves of the roofs is generally not necessary for dishes; however, locations over the home's entry or other conspicuous places will not be permitted. Connection cables should be hidden or located in a non-obtrusive location, and should be colored to blend with the color of the home. Line of sight aerials will be allowed.

DRC approval will be required for more than one satellite dish, antenna or any combination thereof.

Section 13: Lighting

In an effort to minimize unnecessary light pollution, exterior lights should generally be turned off by manual or automatic methods by midnight, and should generally be turned off completely during extended times in which the home is not occupied.

The following guidelines apply to exterior lighting installations:

- With the exception of indirect lighting, all exterior lighting requires DRC approval prior to installation
- Exterior lighting must be soft and indirect in white or yellow bulbs. Other colored bulbs will only be permitted to be used for holiday decorations
- Outdoor spotlights attached to homes must be focused downward, and shielded, if necessary. Spotlights, floodlights or similar type-high intensity lighting shall not be placed or utilized upon any portion of the lot which will direct light or produce excessive glare to any other residences or to the common areas or any part thereof, without DRC approval.
- Lighting elements must not adversely affect neighboring properties
- Landscape and accent lighting must be low-voltage, and shall not become a nuisance to neighbors
- String or rope lighting that is visible from the street, common areas or neighboring properties is considered to be "holiday decoration" lighting, and is subject to the DRG set forth for holiday decorations

Section 14: Solar Devices

The Association recognizes your right to install solar energy devices on your lot under Colorado law. For purposes of these DRG, solar energy devices include solar panels and thermal water heating panels ("Solar Devices").

Colorado Revised Statutes 38-30-168 addresses the authority of a community association to regulate the installation and use of Solar Devices.

Solar Devices shall be submitted to the DRC for approval and must comply with the following guidelines, to the extent that they do not impair the functioning of the Solar Device, or adversely affect the cost or efficiency of the Solar Device:

- Solar Devices may only be placed on property that you own. They may not be installed or encroach on any portion of Association common area or the property of another owner
- Solar Devices must be placed in the back yard or on a portion of the roof facing away from the street so as not to be visible from neighboring property
- Solar Devices must be shielded from view so as not to be visible from neighboring property to the maximum extent possible. The landscaping or structure used to shield the solar energy device must be approved in advance by the DRC.
- It is recommended that roof-mounted Solar Devices should consist of black or dark colored materials or a color to match the existing roof of the house to the maximum extent possible
- Solar Devices must be an integrated part of the roof design and mounted directly to the roof plane. Solar Devices must not break the roof ridgeline.
- Solar Devices must comply with all applicable town, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits, if requested.
- Placement and installation must be pursuant to the manufacturer's instructions
- To protect against personal injury and property damage, Solar Devices may not be placed in a location where they may come into contact with a power line, must be properly grounded and secured and may not block or obstruct and driver's view of an intersection or street
- All Solar Device installations must be approved by the DRC prior to installation.

Section 15: Window Coverings

Stone Creek Ranch homeowners are required to install window coverings within sixty (60) days of taking title to their lot.

- Window coverings must be a neutral color that blends with the exterior of the home, such as white, off-white, light beige, or wood tones.
- The tinting of exterior windows is subject to prior DRC approval. Reflective glazing, silver foil or similar sun screening material is not permitted.

Section 16: Decks

Decks should be incorporated to blend and compliment the architecture of the home, all decks or deck improvements or modifications will be subject to DRC approval prior to construction and must meet all local building codes.

Modification or alterations to homebuilder installed decks must incorporate the same materials, colors and detailing as the homebuilder's or approved existing deck. Synthetic decking material such as Trex or other engineered composite wood products are preferred. Decks must be kept in good condition and maintained in an attractive manner.

Section 17: Pergolas and Gazebos

A pergola is a feature with an open lattice or framework that may or not be attached to a house, which provides both shade and or an aesthetic feature with or without climbing plants. Occasionally, a temporary seasonal fabric cover is incorporated in the pergola. Pergolas and gazebos must be kept in good condition and maintained in an attractive manner. A pergola must be approved by the DRC and meet the following standards:

- Compliment the house color and materials
- Maximum height of ten (10') feet
- Must be constructed entirely outside of easements, may be constructed outside building setback if approved by the DRC and permitted by the local authority
- Homeowner must obtain all necessary building permits and comply with local building codes

A gazebo is an accessory building which is detached, permanent, decorative and used as a seasonal gathering place. Gazebos must be approved by the DRC and meet the following standards:

- Compliment the house color and materials
- Maximum height of thirteen (13') feet
- Must be constructed entirely outside of easements, may be constructed outside building setback if approved by the DRC and permitted by the local authority
- Homeowner must obtain all necessary building permits and comply with local building codes

Section 18: Water features, Fountains, Sculptures and Art

Artificial vegetation, exterior sculptures or similar items shall not be permitted in the front yard or visible from the street view. Removable water features, fountains, sculptures or art under five (5') feet tall are permitted in the rear yard without DRC approval. Items in excess of five (5') feet tall in the rear yard require DRC approval. Any permanent water feature on the lot or removable water feature in the front yard must be approved by the DRC prior to installation.

Section 19: Design Review and Approval Procedure

19.1 Submission of Plans by Homeowners

Plans and specifications for proposed designs must be submitted to the DRC as specified in the Declaration, and according to the following submittal and review procedures.

The DRC shall conduct a review and respond no later than thirty (30) days after receipt of complete submittal.

Should the plans be approved, the homeowners may apply for the appropriate building and/or governmental permit(s), and when approved, begin construction.

In the case of disapproval, the re-submittal of plans shall follow the re-submittal procedure.

19.2 Plan Submittal and Review

A Design Review Request form including copies of the plans and specifications must be submitted for approval. That form is included as Exhibit D to these DRG.

Each DRC submittal shall include:

- An approximate time schedule indicating starting and completion dates
- Two 11" x 17" copies of the landscape plan using a 1" = 10' scale, containing the following:
 - a) all existing conditions including house, garage, walks, driveways, patios, decks, walls, property lines and easements
 - b) all proposed landscape improvements, including but not limited to: walls, patios, structures, hot tubs, gazebos, water features, irrigation, shrubs, trees, perennial and annual beds, and quantity, size and type of all trees and shrubs

Approval by the DRC shall be issued in writing.

Construction shall not commence until all of the above requirements are satisfied.

19.3 Resubmittal of Plans

In the case of disapproval of any submission, the resubmittal of plans will follow the same procedure as an original submittal.

In the event a decision by the DRC is felt to be unjust, the homeowner can submit a written request to the DRC for reconsideration:

- Such request must be made within thirty (30) days of the notification date of the DRC's original decision.
- The request should contain an explanation of why the decision is felt to be unjust, as well as any additional material that would be helpful to the DRC in reviewing the situation.
- A meeting of all parties concerned may be arranged when warranted, and the decision of the DRC at any such meeting or after reviewing this material will be final.

19.4 Accuracy of Plans

Any owner submitting plans for approval to the DRC shall be responsible for the verification and accuracy of all lot dimensions, grade, elevations, and the location of the key features of the natural terrain. Each owner shall certify to the accuracy of that before the DRC will undertake its review.

19.5 Work in Progress

The DRC may inspect all work in progress and give notice of non-compliance. Absence of such inspection and notification during the construction period does not constitute either approval of the DRC of work in progress or compliance with these DRG or the Declaration.

If, during construction, changes occur to an improvement which cause it to be significantly different from the approved documents, a request for approval of these changes shall be submitted to the DRC in the following manner:

- A written statement giving the reason such changes are desired
- A complete description of the change, including drawings, specifications and any other descriptive material required by the DRC

In case of disapproval of the changes, resubmission of plans or request for a special hearing shall be in accordance with Section 19.3, above.

The DRC, or its duly authorized representative, shall have the right to inspect any improvement prior to, during or after completion.

19.6 Non-liability of the DRC and Declarant

Neither the DRC nor the Declarant, or their respective successors or assigns, shall be liable in damages to anyone submitting plans. This exemption from liability shall be for any reason, including error in judgment, negligence or nonfeasance. Every owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the DRC or Declarant to recover damages.

19.7 Enforcement

These DRG may be enforced by the DRC or the Association or the Declarant as provided in the Declaration.

Section 20: Residential Architectural Guidelines

These Residential Architectural Guidelines are intended to guide any development by homebuilders or residents within the Stone Creek Ranch community.

A variety of building elevations will be encouraged and each home shall have a two-car garage and two off-street parking spaces as a minimum. Within each individual village, all residences shall have exterior elevations, roofs and details that shall be coordinated and consistent in their architectural treatment for such village. Exterior elevations shall be designed to complement the natural and enhanced environments of Stone Creek Ranch.

No two identical home elevations or identical color schemes shall be placed side by side or immediately across the street from one another within the project to provide a variety of design.

Homes with three-car garages shall have a minimum two-foot horizontal stagger between the front face of the one-car garage bay and the two-car garage bay.

20.1 Residential Standards for all lots within Stone Creek Ranch

- Minimum habitable enclosed area per dwelling unit, excluding garages and basements – 1,400 square feet
- Roof overhangs shall be a minimum of twelve (12”) inches as measured horizontally from the adjacent vertical wall plane.
- Roof Materials – All roof materials must be non-reflective and carry a minimum 30-year guarantee. Materials may consist of asphalt or fiberglass composite, clay, metal or concrete.
- Building Materials – All exterior siding and finishes must be made of non-reflective materials. A minimum of two different materials are required for the front façade of each home. Materials shall include the following: natural or synthetic materials- stucco, brick, thin set brick, stone, cementitious siding, wood siding and any other material deemed to be of high quality and low maintenance by the master developer, its successors, and/or assigns. A minimum of 20% of a side elevation, when facing the adjacent side street, and a minimum of 25% of the front façade of each home, excluding entry doors, windows and garage doors, shall include natural or synthetic brick, stone, or other masonry material, provided that the DRC may waive this provision in the event a specific architectural theme is appropriately designed without such materials or ratios. Any front façade’s natural or synthetic brick, stone, or other masonry material shall be extended and wrap at least contiguously two (2’) feet on each side elevation.
- Building Height - No residential buildings or structures shall exceed thirty-five (35’) feet in height, excluding chimneys.

- Building Setbacks - The minimum principal building or accessory building setback from any public street right-of-way or any other property line shall be:

Building front	20 feet	(front-loaded garage)
	10 feet	(side-loaded garage)
	8 feet	(covered porch)
Garage door setback	20 feet	(front or side-loaded garage)
Building sides	5 feet	(to lot or open space tract)
	10 feet	(street-side side setback on a corner lot)
Building rear	15 feet	(home from rear lot line)
	5 feet	(accessory structure to rear lot line)

Exhibit A

Stone Creek Ranch Recommended Plant List

COMMON NAME	BOTANICAL NAME
DECIDUOUS TREES	
Autumn Blaze Maple	Acer x Freemanii
Northern Red Maple	Acer rubrum
Hot Wings Maple	Acer tartarian
Big Tooth Maple	Acer grandidentatum
Thin-leaf Alder	Alnus incana tenuifolia
Western Catalpa	Catalpa speciose
Hackberry	Celtis occidentalis
Fall Gold Ash	Fraxinus nigra 'Fall Gold'
Autumn Purple Ash	Fraxinus Americana 'Autumn Purple'
Green Ash	Fraxinus pennsylvanica
Ginko	Ginkgo biloba
Honeylocust	Gledisia spp.
Kentucky Coffeetree	Gymnocladus dioica
Golden Raintree	Koeleruteria paniculata
Aristocrat Pear	Pyrus calleryana 'Aristocrat'
English Oak	Quercus robur 'Fastigata'
Swamp White Oak	Quercus bicolor
Burr Oak	Quercus robur
Greenspire Linden	Tilia cordata 'Greenspire'
Frontier Elm	Ulmus 'Frontier'
EVERGREEN TREES	
One Seed Juniper	Juniperus monosperma
Spartan Juniper	Juniperus chinensis
Rocky Mountain Juniper	Juniperus scopulorum
Blue Spruce	Picea pungens
Norway Spruce	Picea abies
Austrian Pine	Pinus nigra
Bosnian Pine	Pinus heldreichii
Bristlecone Pine	Pinus aristata
Scotch Pine	Pinus sylvestris
ORNAMENTAL TREES	
Ginnala Maple	Acer ginnala 'Flame'

Serviceberry
 Cockspur Hawthorne
 Washington Hawthorne
 Spring Snow Crabapple
 Hopa Crabapple
 Prairie Fire Crabapple
 American Plum
 Chanticleer Pear
 Montmorency Cherry

Amelanchier spp.
 Crataegus crusgalli
 Crataegus phaenopyrum
 Malus spp. 'Spring Snow'
 Malus spp. 'Hopa'
 Malus spp. 'Prairie Fire'
 Pyrus American
 Pyrus calleryana 'Chanticleer'
 Pyrus cerasus

DECIDUOUS SHRUBS

Regent Serviceberry
 Indigo Leadplant
 Blue Mist Spirea
 Mountain Mahogany
 Dwarf Rabbitbrush
 Burning Bush
 Apache Plum
 Russian Sage
 Lewis Mockorange
 Potentilla
 Native Chokecherry
 Wax Leaf Current
 Boulder Raspberry
 Woods Rose
 Rocky Mt. Sumac
 Native Snowberry
 Dwarf Korean Lilac
 Mohican Viburnum
 Compact Cranberrybush

Amelanchier alnifolia
 Amorpha fruticosa var. angustifolia
 Caryopteris x clandonensis 'Blue Mist'
 Cercocarpus montanus
 Chrysothamnus nauseosus
 Euonymus alatus
 Fallugia paradoxa
 Perovskia atriplicifolia
 Philadelphus lewisii
 spp.
 Prunus virginiana melanocarpa
 Ribes cereum
 Rubus deliciosus
 Rosa woodsia
 Rhus glabra cismontana
 Symphoricarpos albus
 Syringa meyeri 'Paliban'
 Viburnum lantana
 Viburnum opulus compactum

EVERGREEN SHRUBS

Common Juniper
 Buffalo Juniper
 Hughes Juniper
 Tammy Juniper
 Sea Green Juniper
 Oregon Grape Holly
 Mugo Pine Varieties
 Boxwood

Juniperus communis 'effusa'
 Juniperus Sabina 'Buffalo'
 Juniperus horizontalis 'Hughes'
 Juniperus Sabina 'Tammy'
 Juniperus x media 'Sea Green'
 Mahonia aquifolium
 Pinus mugo
 Buxus spp.

ORNAMENTAL GRASSES

COMMON NAME

BOTANICAL NAME

Blue Avena Grass	Helictotrichon sempervirens
Feather Reed Grass	Calamagrostis acutiflora
Maiden Hair Grass	Miscanthus sinensis 'Morning Light'
Blue Switchgrass	Panicum virgatum 'Heavy Metal'
Ribbongrass	Phalaris arundinacea 'Picta'
Indian Grass	Sorghastrum nutans 'Sioux Blue'
Mexican Feather Grass	Stipa tenuissima
Blonde Ambition Blue Grama	Boutolua gracilis 'Blonde Ambition'

PERENNIALS

Yarrow species	Achillea spp.
Hyssop	Agastache spp.
Fall Aster	Aster oblongifolius
Columbine	Aquilegia spp.
Fringed Sage	Artemisia figida
Coreopsis	Coreopsis spp.
Ice Plant	Delosperma spp.
Purple Coneflower	Echinacea fleischeri
Fleabane Daisy	Erigeron compositus
Purple-leaf Wintercreeper	Euonymus fortune 'Coloratus'
Ganzania	Ganzanis krebsiana
Cranesbill	Geranium spp.
Daylilies	Hemerocallis spp.
Iris	Iris spp.
Lavender	Lavendula spp.
Gayfeather	Liatris spp.
Blue Flax	Linium lewisii
Lupine	Lupinus spp.
Bee Balm	Monarda spp.
Catmint	Nepeta x faassenii
Virginia Creeper	Parthenocissus quinquefolia
Penstemon	spp.
Black Eyed Susan	Rudbeckia spp.
Salvia	Salvia spp.
Pincushion Flower	Scabiosa spp.
Thyme	Thymus spp.
Tulips	Tulipa spp.
Veronica	Veronica spp.
Periwinkle	Vinca minor

Exhibit B: Fencing

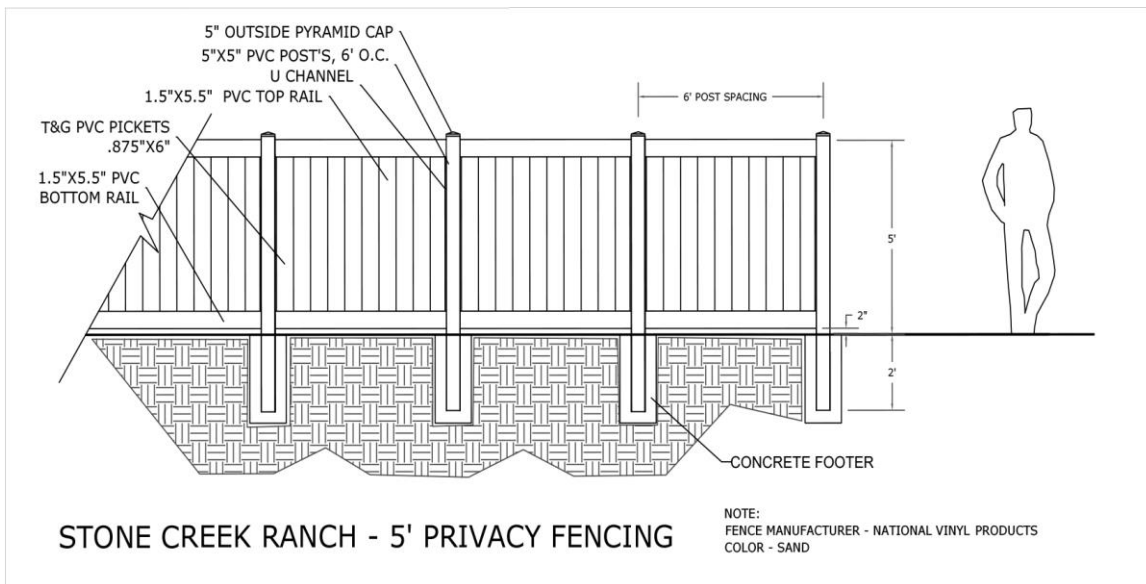
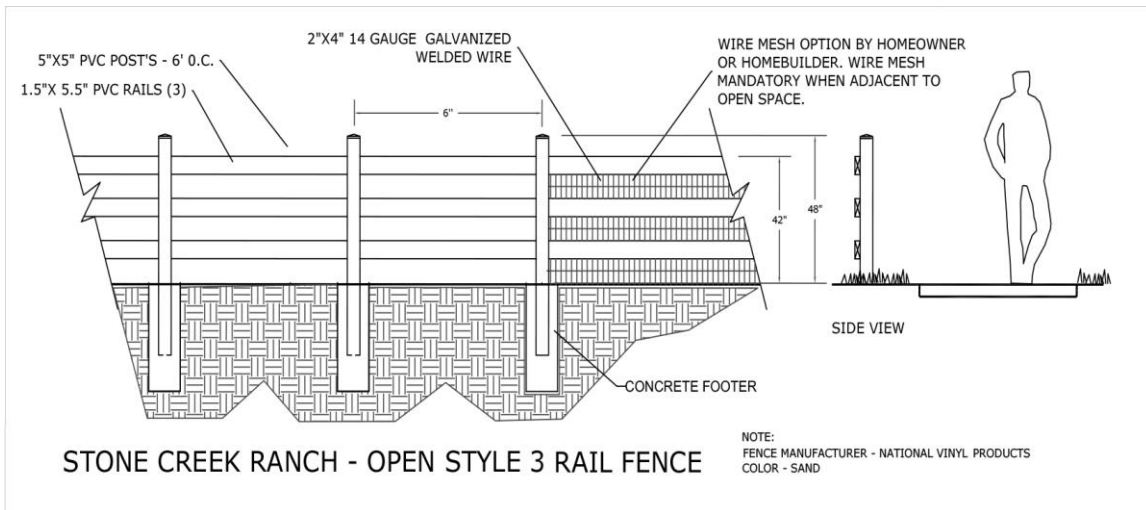
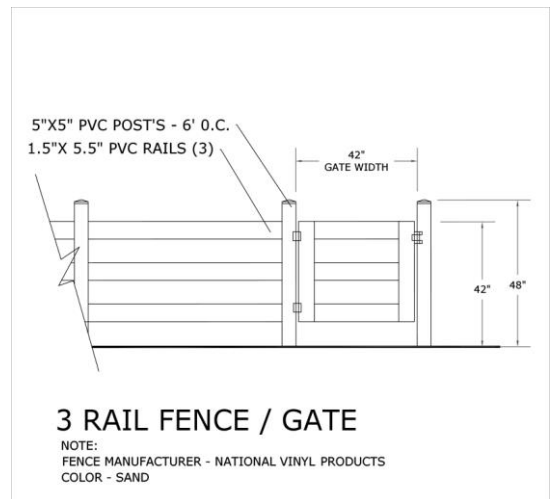
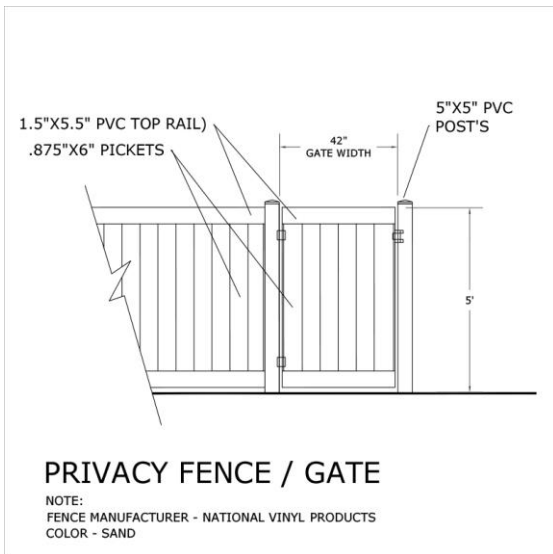
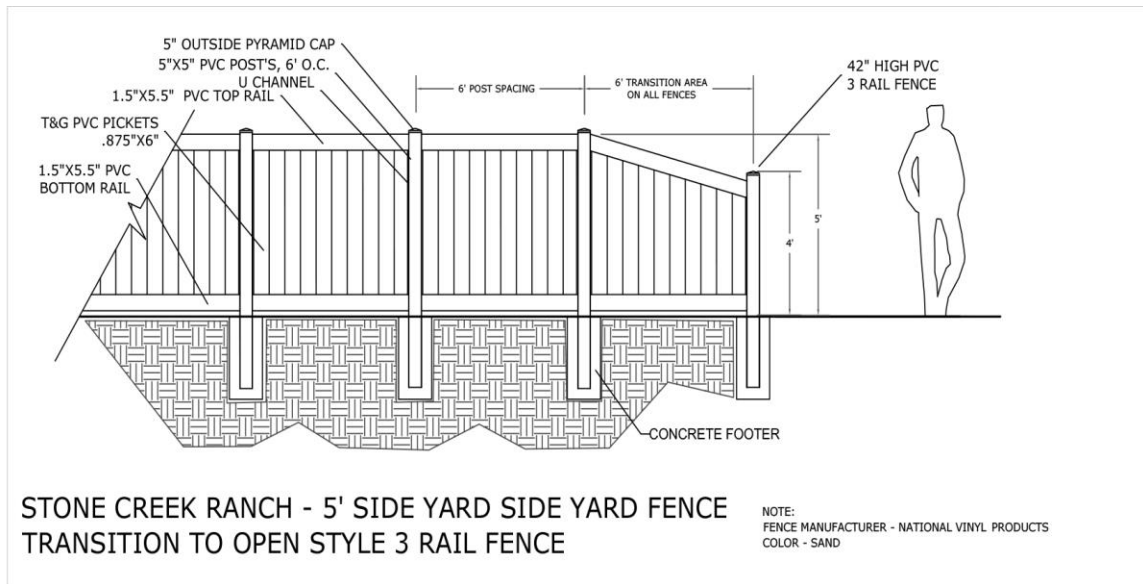


Exhibit B: Fencing continued



Legend

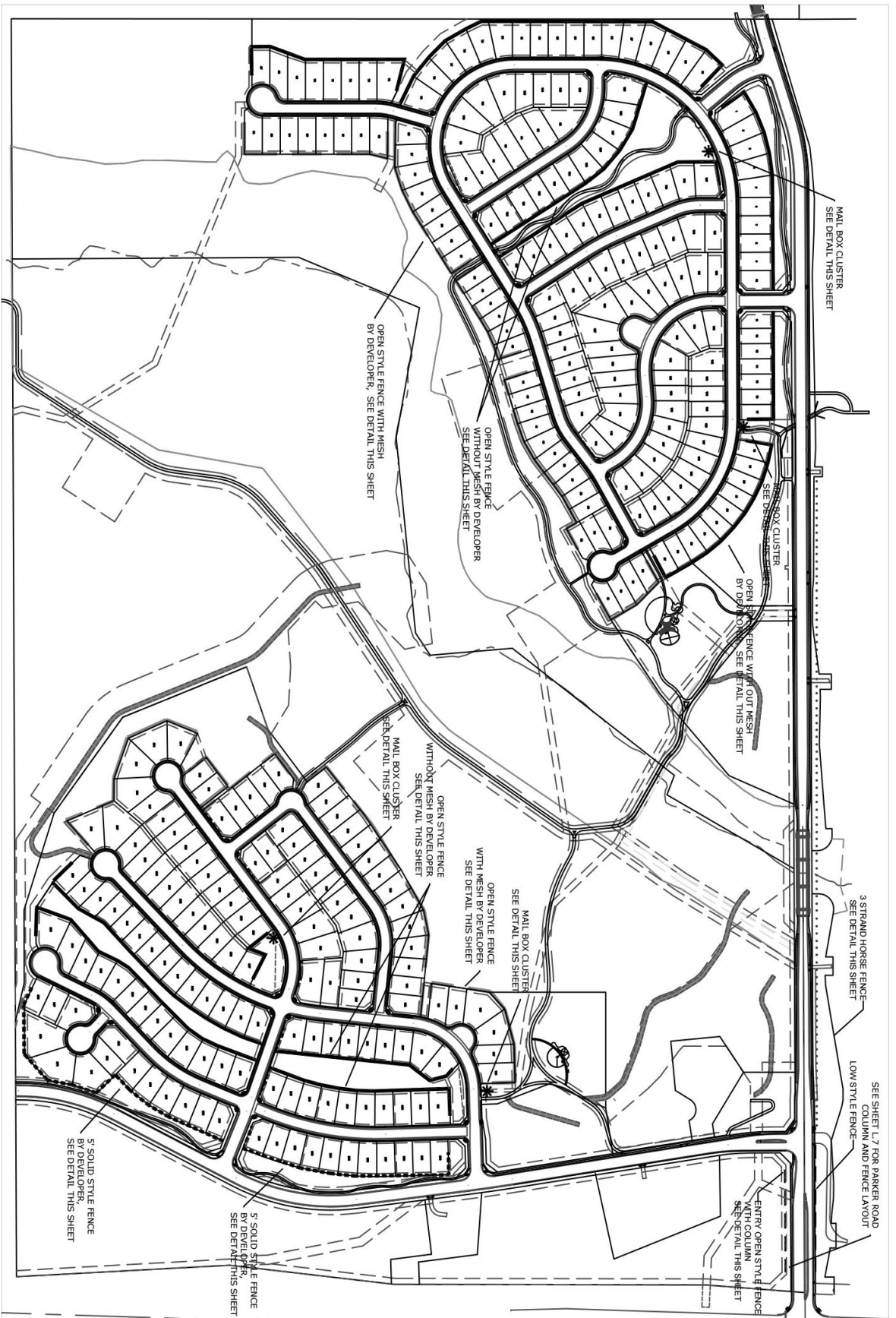


Exhibit C: Retaining Walls

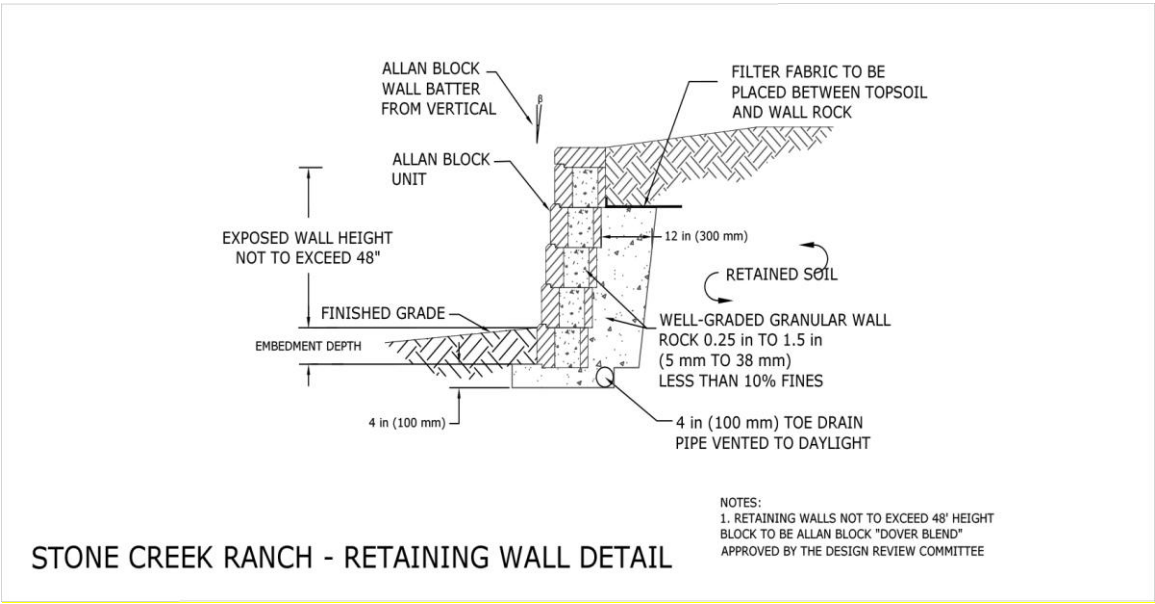


Exhibit D: Design Review Request Form

**STONE CREEK RANCH HOMEOWNERS
ASSOCIATION, INC.
DESIGN REVIEW REQUEST**

FOR ASSOCIATION USE ONLY:

Account # _____

Submittal # _____

Review Date: _____

Date	Telephone Number
Member's Name	Email
Property Address	
Contractor	
Contact Name	Telephone Number

In accordance with the Association's Declaration, I am submitting the following architectural modification(s) for review and consideration:

Project Description:

EXTERIOR HOUSE PAINTING	
Base/Body Color	Trim Color (popouts, wood fascia, etc.)
Front Door Color (if applicable)	Garage Door Color

--	--

PLEASE READ AND SIGN THIS AGREEMENT—YOUR SIGNATURE IS REQUIRED

These plans are:

☐

Preliminary

☐

Final

Proposed Start Date

Anticipated Completion Date

I understand that my submittal will be reviewed by the DRC within 30 (thirty) days after a complete application and submission is received by the Association. A written decision setting forth the decisions made by the DRC will be sent to the applicant. Construction must not begin before receiving written DRC approval.

Upon written receipt of approval, commencement of construction shall begin within ninety (90) days of the proposed start date, subject to obtaining all necessary permits required by governmental agencies. If the project is not started within the 90 days, it must be resubmitted to the Association unless extended by DRC in writing. The project must be completed within a reasonable time, commensurate with the extent of the project, following commencement of construction.

I understand that in addition to the Association's Declaration, DRG and any stipulations as outlined in the forthcoming DRC's written decision, I am required to meet all regulations set by the Douglas County, Colorado, State or Federal governments.

The DRC, in its sole discretion, shall be authorized to assess architectural fees in amounts not to exceed five hundred dollars (\$500.00) for extensive projects that require expert review in order to arrive at appropriate architectural evaluations and decisions.

I understand that I am solely responsible for the accuracy of all documentation submitted in connection with this design review request. Approval of a design review request by the DRC does not, in any manner, constitute approval or endorsement of the architectural and technical soundness of the proposed project, and neither the

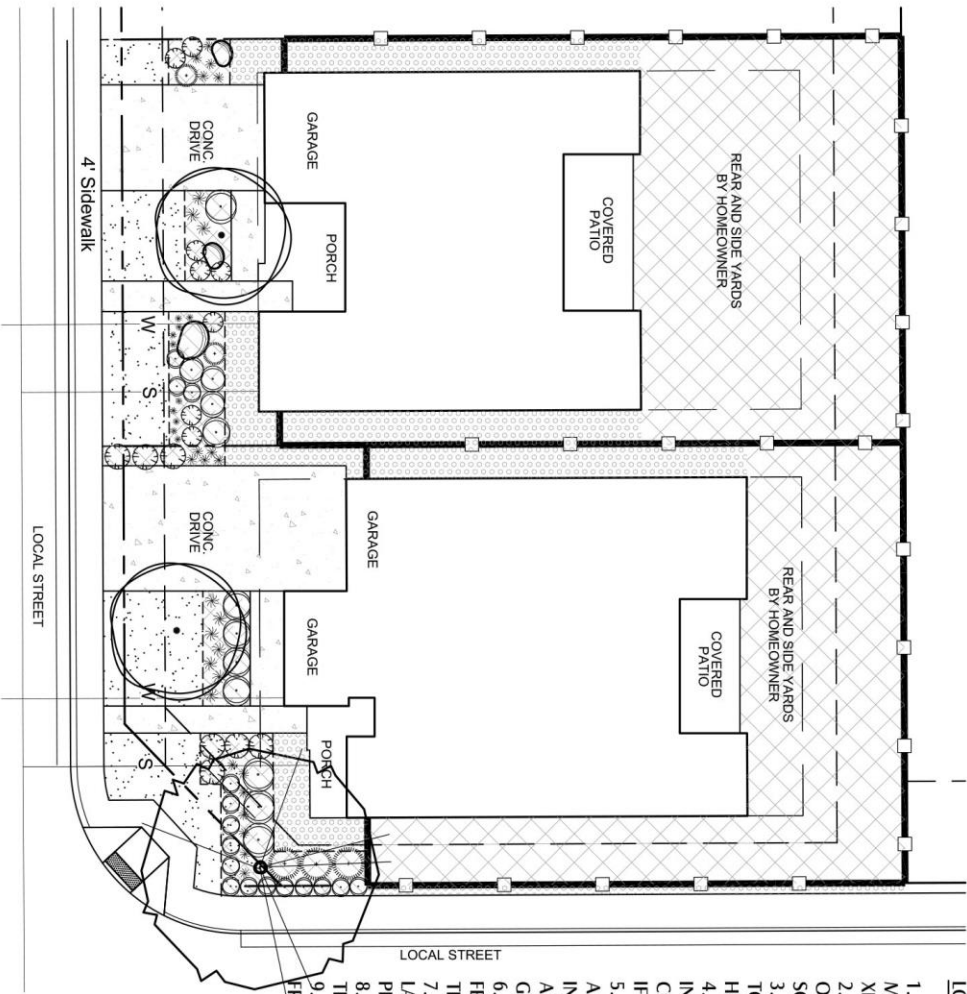
DRC nor the Association's Board of Directors shall incur any liability with respect to any apparent or latent defects and errors in the plans, specifications or construction of proposed projects. I agree to pay any costs incurred by the Association if I fail to meet the standards as established by the DRC and the Association's Board of Directors.

I have read this application and agreement, understand its content and agree to abide by its provisions.

Signature	Date
-----------	------

EXHIBIT E TYPICAL LANDSCAPE FRONT YARD DESIGNS

STONE CREEK RANCH - 60' WIDE LOT TYPICAL LANDSCAPING



LOT TYPICAL NOTES:

1. FRONT YARD LANDSCAPING SHALL NOT EXCEED MODERATE WATER DEMAND - THE USE OF XERISCAPE PLANTS IS ENCOURAGED.
2. TURF AREAS SHALL COUNT FOR A MAX. OF 50% OF THE AREA TO BE LANDSCAPED - LOW WATER USE SOD MIXES LIKE REVELLE OR RTE ARE ENCOURAGED.
3. FRONT YARD LANDSCAPING AND IRRIGATION IS TO BE INSTALLED BY BUILDER AND MAINTAINED BY HOMEOWNER.
4. ALL REAR & SIDE YARD LANDSCAPING TO BE INSTALLED BY HOMEOWNER WITHIN 90 DAYS OF CERTIFICATE OF OCCUPANCY OR WITHIN 8 MONTHS IF OCCUPANCY DATE IS AFTER SEPTEMBER 1ST.
5. A MINIMUM OF ONE (1) 2 1/2" CALIPER TREE AND TEN (10) 5 GALLON SHRUBS ARE TO BE INSTALLED IN EVERY FRONT YARD AND AN ADDITIONAL 2 1/2" CALIPER TREE AND SIX (6) 5 GALLON SHRUBS ARE REQUIRED ON CORNER LOTS.
6. WHEN THE DISTANCE BETWEEN HOMES IS 10 FEET (OR LESS), ROCK MULCH SHALL BE USED IN THE SIDE YARDS IN ALL CASES.
7. AT PLANT MATURITY, 75% OF THE AREA TO BE LANDSCAPED MUST BE COVERED WITH LIVING PLANT MATERIAL.
8. FENCING SHALL NOT ENCRUCH VISIBILITY TRIANGLES.
9. IT IS RECOMMENDED TO PLANT TREES 10' MIN. FROM WATER AND SEWER LINES.

LEGEND

S	Sewer Line	Private
W	Water Line	Rock Mulch
—	Privacy Fence	Sod
○	Landscape Boulder	Deciduous Shrub
○	Deciduous Tree	Evergreen Shrub
○	Ornamental Tree	Groundcover
*	Grass	Ornamental

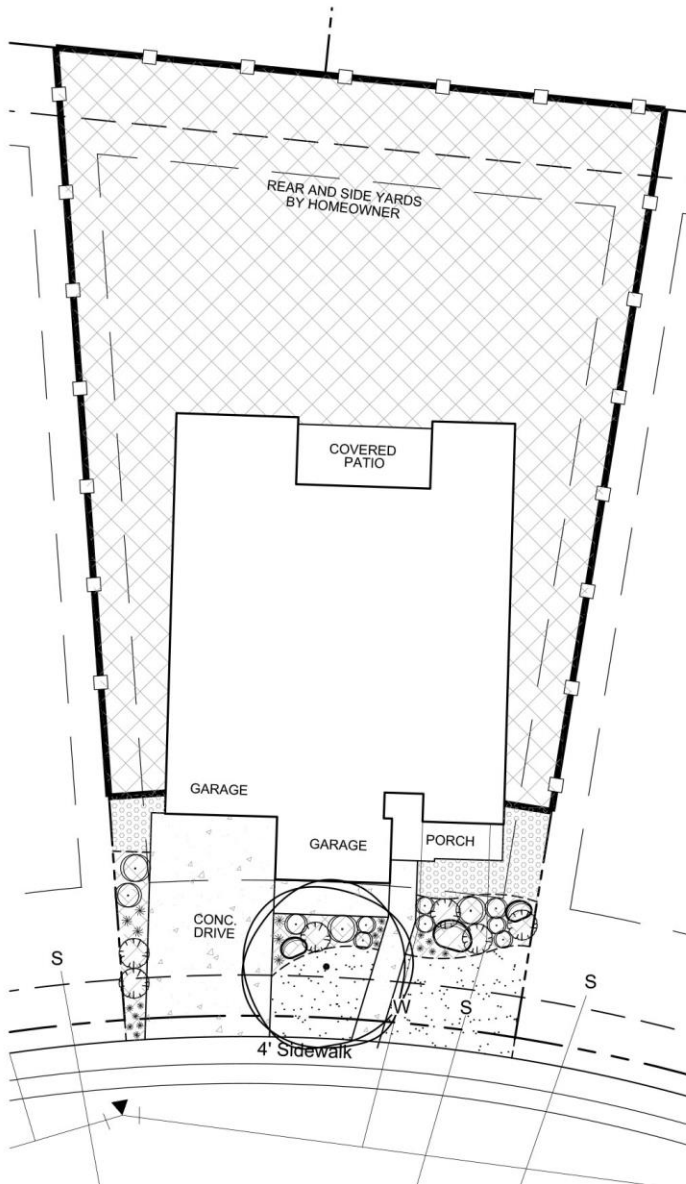
TYPICAL SINGLE FAMILY 60' WIDE LOT

THE HENRY DESIGN GROUP
LANDSCAPE ARCHITECTURE
1001 WEST STREET, SUITE 100, DENVER, COLORADO 80202
PHONE: 303-446-2188 FAX: 303-446-9928

NOT TO SCALE

STONE CREEK RANCH - 60' IRREGULAR LOT

TYPICAL LANDSCAPING



LOT TYPICAL NOTES:

1. FRONT YARD LANDSCAPING SHALL NOT EXCEED MODERATE WATER DEMAND - THE USE OF XERISCAPE PLANTS IS REQUIRED.
2. TURF AREAS SHALL COUNT FOR A MAX. OF 50% OF THE AREA TO BE LANDSCAPED - LOW WATER USE SOD MIXES LIKE REVELLE OR RTF ARE REQUIRED.
3. FRONT YARD LANDSCAPING AND IRRIGATION IS TO BE INSTALLED BY BUILDER AND MAINTAINED BY HOMEOWNER.
4. ALL REAR & SIDE YARD LANDSCAPING TO BE INSTALLED BY HOMEOWNER WITHIN 90 DAYS OF CERTIFICATE OF OCCUPANCY OR WITHIN 8 MONTHS IF OCCUPANCY DATE IS AFTER SEPTEMBER 1ST.
5. A MINIMUM OF ONE (1) 2 1/2" CALIPER TREE AND TEN (10) 5 GALLON SHRUBS ARE TO BE INSTALLED IN EVERY FRONT YARD AND AN ADDITIONAL 2 1/2" CALIPER TREE AND SIX (6) 5 GALLON SHRUBS ARE REQUIRED ON CORNER LOTS.
6. WHEN THE DISTANCE BETWEEN HOMES IS 10 FEET (OR LESS), ROCK MULCH SHALL BE USED IN THE SIDE YARDS IN ALL CASES.
7. AT PLANT MATURITY, 75% OF THE AREA TO BE LANDSCAPED MUST BE COVERED WITH LIVING PLANT MATERIAL.
8. FENCING SHALL NOT ENCROACH VISIBILITY TRIANGLES.
9. IT IS RECOMMENDED TO PLANT TREES 10' MIN. FROM WATER AND SEWER LINES.

LEGEND

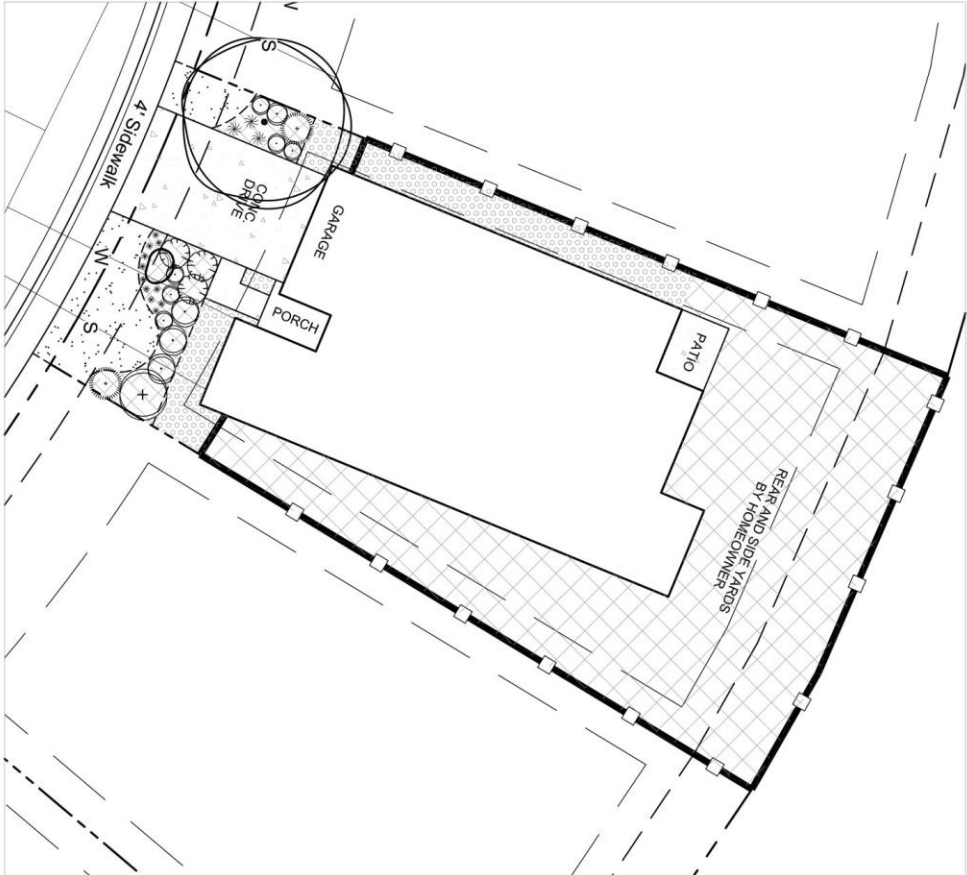
- Private
- Rock Mulch
- Sod
- Privacy Fence
- Sewer Line
- Water Line
- Landscape Boulder
- Deciduous Tree
- Ornamental Tree
- Deciduous Shrub
- Evergreen Shrub
- Groundcover
- Ornamental Grass

SINGLE FAMILY 60' WIDE IRREGULAR LOT

NOT TO SCALE

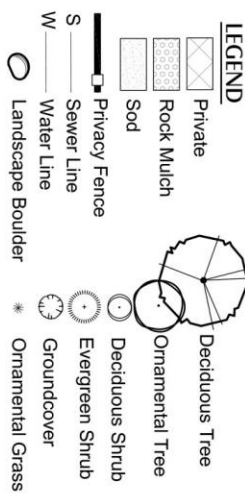
THE HENRY DESIGN GROUP
LAND PLANNING - LANDSCAPE ARCHITECTURE & DESIGN
1501 WALZEE STREET SUITE 1-C DENVER, COLORADO 80202
Phone: 303-446-2368 Fax: 303-446-0958

STONE CREEK RANCH - 50' IRREGULAR LOT TYPICAL LANDSCAPING



LOT TYPICAL NOTES:

1. FRONT YARD LANDSCAPING SHALL NOT EXCEED MODERATE WATER DEMAND - THE USE OF XERISCAPE PLANTS IS ENCOURAGED.
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SINGLE FAMILY 50' WIDE IRREGULAR LOT

H THE HENRY DESIGN GROUP
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1501 WEST STREET, SUITE 1-C, DENVER, COLORADO 80202
PHONE: 303-446-2348 FAX: 303-446-9539

NOT TO SCALE

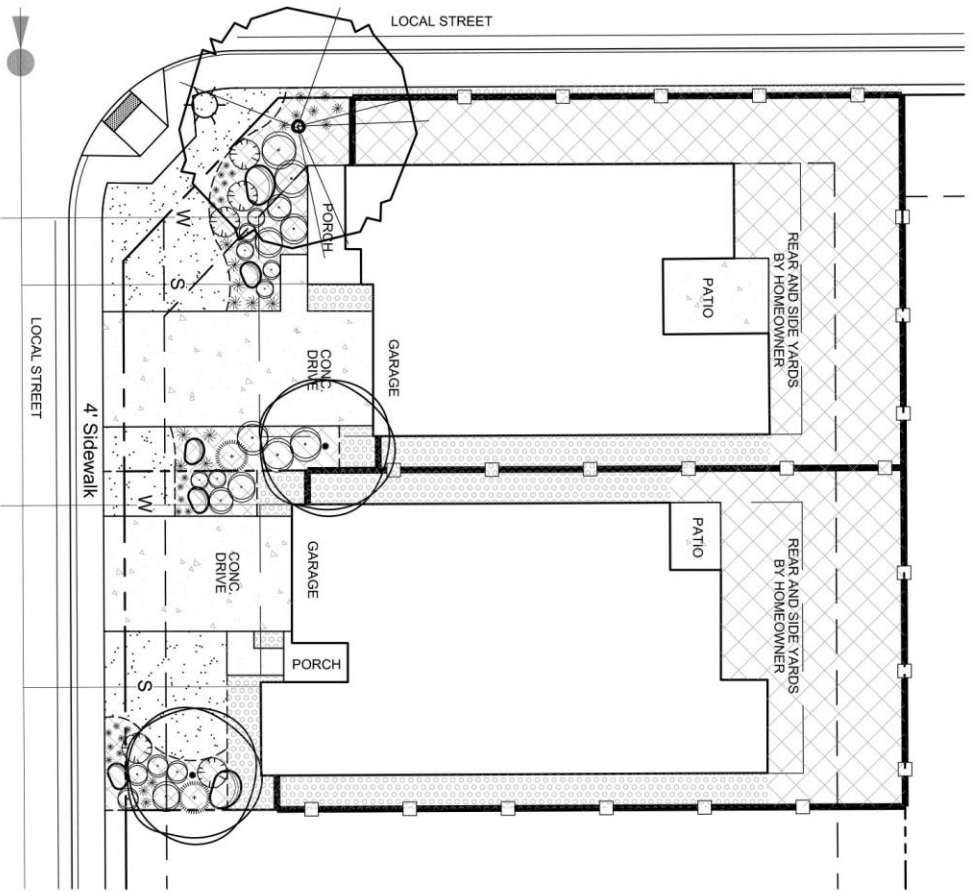
STONE CREEK RANCH - 50' WIDE LOT TYPICAL LANDSCAPING

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LEGEND

	Private		Deciduous Tree
	Rock Mulch		Ornamental Tree
	Sod		Deciduous Shrub
	Optional Fence		Evergreen Shrub
	Sewer Line		Groundcover
	Water Line		Ornamental Grass
	Landscape Boulder		



TYPICAL SINGLE FAMILY 50' WIDE LOT

THE HENRY DESIGN GROUP
 LANDSCAPE ARCHITECTS
 1010 MAIN STREET, SUITE 100, DENVER, COLORADO 80202
 PHONE: 303-444-7248 FAX: 303-444-9033

NOT TO SCALE

