

VISTAS AT WEST MESA METROPOLITAN DISTRICT

Special Board Meeting

Thursday, May 23, 2024 at 11:00 a.m.

Via Teleconference

<https://video.cloudoffice.avaya.com/join/348696537>

Phone: (213) 463-4500 / Meeting ID: 348696537

Board of Directors	Title	Term
Jeff Powles	President	May 2027
Thomas Pucciano	Vice President	May 2025
Vacant	Secretary	May 2025
Vacant	Treasurer	May 2027
Vacant	Member at Large	May 2027

AGENDA

1. Call to Order/Declaration of Quorum
2. Conflict of Interest Disclosures
3. Approval of Agenda
4. Acknowledgement of Board Member Resignations and Consideration of Appointment to Vacancies
5. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
6. Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Board. Any item may be removed from the Consent Agenda upon request of any Board member.
 - a. Approval of Meeting Minutes from January 24, 2024 (**enclosure**)
 - b. Payment of Claims – through May 23, 2024 (**enclosure**)
 - c. Unaudited Financial Statements as of April 30, 2024 (**enclosure**)
7. Manager’s Report
8. Development Update
 - a. Discuss Status and Scheduling for Additional Property Conveyance to the District
9. New Business
 - a. Review and Consider Adoption of Design Guidelines (**enclosure**)
 - b. Review and Consider Appointment of Architectural Review Committee (**enclosure**)
 - c. Review and Consider Adoption of Resolution Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents (**enclosure**)
 - d. Review and Consider Adoption of Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges (**enclosure**)
 - e. Discussion of Engagement of Special Counsel for Collection Services (**enclosures**)
 - f. Consider Ratification of Approval for Landscape Maintenance Agreement (**enclosure**)
 - g. Review and Consider Adoption of WSDM’s Website Accessibility Plan and Policy (**enclosure**)
10. Adjournment
 - a. Next Regular Meeting – June 14, 2024, at 11:00 a.m. via teleconference





**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
VISTAS AT WEST MESA METROPOLITAN DISTRICT
JANUARY 24, 2024 AT 3:00 PM**

Pursuant to posted notice, the special meeting of the Board of Directors of the Vistas at West Mesa Metropolitan District was held on Wednesday, January 24, 2024 at 3:00 p.m., virtually via video teleconference.

In attendance were Directors:

Jeff Powles, President
Thomas Pucciano, Vice President
Chris Musselman, Treasurer (Excused)
Slade Nelson, Secretary

Also, in attendance were:

Heather Smith, WSDM District Managers
George Rowley, White Bear Ankele, Tanaka, Waldron

1. Call to Order/Declaration of Quorum: President Powles called the meeting to order at 3:01 p.m. and confirmed a quorum was present.
2. Conflict of Interest Disclosures: Mr. Rowley advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Rowley reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Rowley noted that a quorum was present and inquired as to whether members of the Board had any additional disclosures of potential or existing conflicts of interest pertaining to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.
3. Approval of the Agenda: President Powles moved to approve the Agenda as presented; seconded by Director Pucciano. Motion passed unanimously.
4. Public Comment: There was no public comment.
5. Consent Agenda: Ms. Smith introduced the items on the Consent Agenda and presented the revised Payment of Claims. After review, President Powles moved to approve the Consent Agenda as presented; seconded by Director Pucciano. Motion passed unanimously.
 - a. Approval of Meeting Minutes from November 8, 2023
 - b. Approval of Annual Meeting Minutes from November 8, 2023
 - c. Payment of Claims – through January 16, 2024

d. Unaudited Financial Statements as of December 31, 2023

6. Financial Matters:

- a. Conduct Public Hearing and Consider Adoption of Resolution Amending the 2024 Budget: President Powles opened the public hearing on the Amended 2024 Budget at 3:06 p.m. After no public comment, the public hearing was closed. Ms. Smith presented the Resolution Amending the 2024 Budget. After review, President Powles moved to adopt the Resolution Amending the 2024 Budget; seconded by Director Nelson. Motion passed unanimously.
- b. Review and Consider Engagement of 2023 Auditor: Ms. Smith presented the proposal from BiggsKofford for the District's 2023 Audit. After review, President Powles moved to approve the BiggsKofford Engagement for the 2023 Auditor; seconded by Director Nelson. Motion passed unanimously.

7. Adjournment: The Board unanimously adjourned the meeting at 3:15 p.m.

- a. Next Regular Board Meeting – February 9, 2024, at 11:00 a.m. via teleconference. The Board canceled the February meeting and will meet in March.

Respectfully Submitted,

By: President

THESE MINUTES ARE APPROVED AS THE OFFICIAL JANUARY 24, 2024 MINUTES OF THE VISTAS AT WEST MESA METROPOLITAN DISTRICT.



Vistas At West Mesa Metropolitan District
PAYABLES
3/8/2024
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView	8803174	2/26/2024	\$ 291.38	
BrightView	8785135	1/31/2024	\$ 535.50	
BrightView	8795562	2/16/2024	\$ 433.13	
BrightView	25216983	2/26/2023	\$ 617.50	
HBS	FR3874901	1/31/2024	\$ 328.64	
HBS	FR3963606	2/29/2024	\$ 400.93	
SDA	22424	2/24/2024	\$ 414.97	
White Bear Ankele Tanaka & Waldron	33326	1/31/2024	\$ 4,835.46	
WSDM District Managers	7870	1/31/2024	\$ 3,509.16	
WSDM District Managers	7916	2/29/2024	\$ 2,104.45	
TOTAL			\$ 13,471.12	

TOTAL FOR ALL FUNDS

\$ 13,471.12

_____, President

Bank Balance

26,389.56

Payables

(13,471.12)

Remaining Funds

12,918.44

Vistas At West Mesa Metropolitan District
PAYABLES
4/12/2024
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView	8838784	3/25/2024	\$ 409.50	
HBS	FR4060477	3/31/2024	\$ 460.94	
White Bear Ankele Tanaka & Waldron	33843	2/29/2024	\$ 768.20	
WSDM District Managers	79633	3/31/2024	\$ 3,408.00	
TOTAL			\$ 5,046.64	

DEBT SERVICE FUND ACCOUNT

BOKF, NA	30124	3/1/2024	\$ 13,515.00	Nov-Feb Pledged Revenue
		TOTAL	\$ 13,515.00	

TOTAL FOR ALL FUNDS

\$ 18,561.64

_____, President

Bank Balance

15,107.83

Payables

(18,561.64)

Remaining Funds

(3,453.81)

Vistas At West Mesa Metropolitan District
PAYABLES
5/23/2024
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView	8838784	3/25/2024	\$ 409.50	Unpaid from last month's Pay.
BrightView	8786790	2/1/2024	\$ 126.00	
BrightView	8791227	2/9/2024	\$ 1,386.00	
HBS	FR4150874	4/30/2024	\$ 483.49	
White Bear Ankele Tanaka & Waldron	34360	3/31/2024	\$ 1,563.13	
White Bear Ankele Tanaka & Waldron	34814	4/30/2024	\$ 3,448.62	
WSDM District Managers	8003	4/30/2024	\$ 3,507.50	
TOTAL			\$ 10,924.24	

DEBT SERVICE FUND ACCOUNT

BOKF, NA	51024	5/10/2024	\$ 13,118.09	Mar-Apr Pledged Revenue
		TOTAL	\$ 13,118.09	

TOTAL FOR ALL FUNDS

\$ 24,042.33

_____, President

Bank Balance

22,845.33

Payables

(24,042.33)

Remaining Funds

(1,197.00)



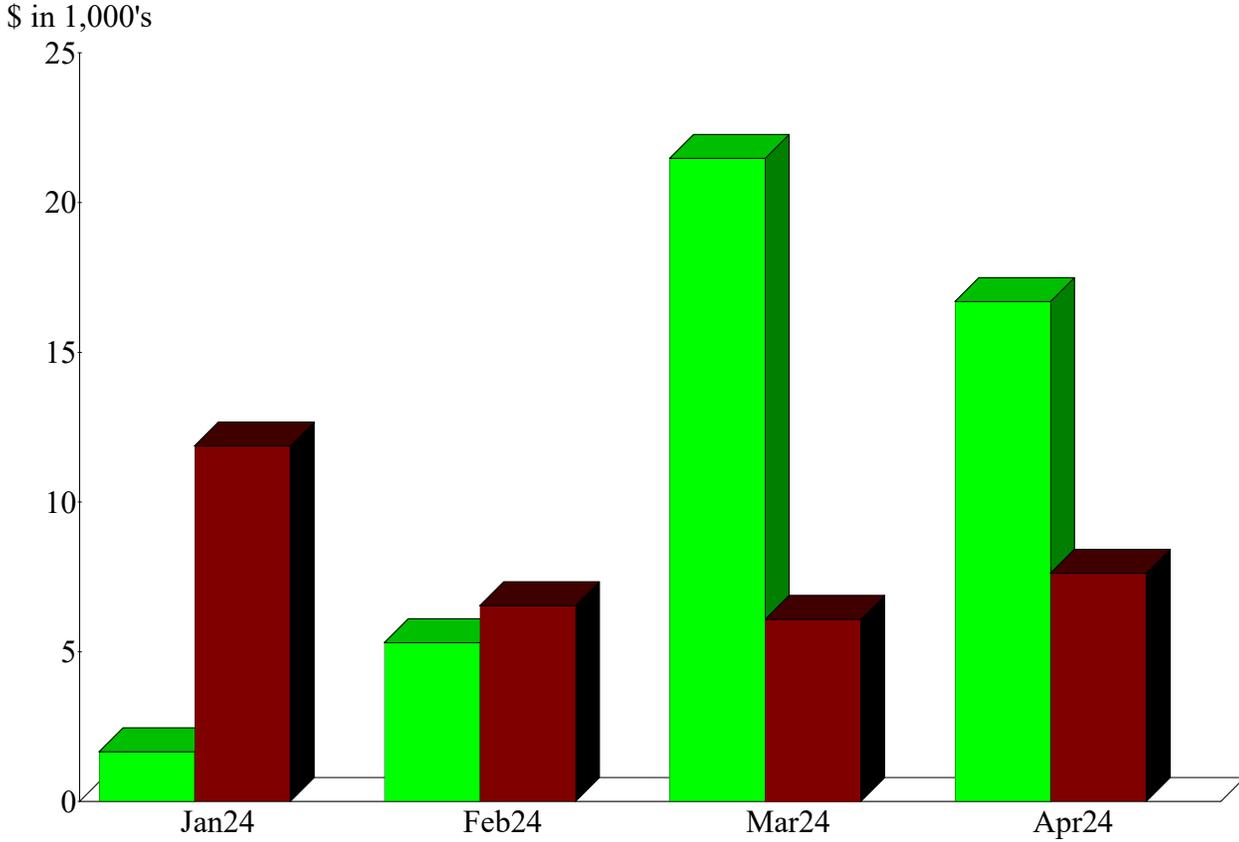
Vistas At West Mesa Metro District
Balance Sheet
As of April 30, 2024

	Apr 30, 24
ASSETS	
Current Assets	
Checking/Savings	
Alliance Association Bank	6,720.44
Eastern Colorado Bank	9,625.70
BOK 2023 Project Fund	40,165.54
BOK 2023 Bond Fund	13,515.25
Total Checking/Savings	70,026.93
Accounts Receivable	
Accounts Receivable	1,024.87
Total Accounts Receivable	1,024.87
Other Current Assets	
Property Tax Receivable	111,634.11
Total Other Current Assets	111,634.11
Total Current Assets	182,685.91
Fixed Assets	
Capital Assets	1,025,518.00
Total Fixed Assets	1,025,518.00
TOTAL ASSETS	1,208,203.91
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	10,924.24
Total Accounts Payable	10,924.24
Other Current Liabilities	
Accrued Interest Payable	9,094.00
Deferred Prop Tax Rev	111,634.11
Prepaid Assessment	67.34
Total Other Current Liabilities	120,795.45
Total Current Liabilities	131,719.69
Long Term Liabilities	
Developer Advance Pay - Lokal	50,000.00
Series 2023 Bond	2,635,000.00
Total Long Term Liabilities	2,685,000.00
Total Liabilities	2,816,719.69
Equity	
Retained Earnings	-1,621,531.02
Net Income	13,015.24
Total Equity	-1,608,515.78
TOTAL LIABILITIES & EQUITY	1,208,203.91

Vistas At West Mesa Metro District Profit & Loss Budget vs. Actual January through April 2024

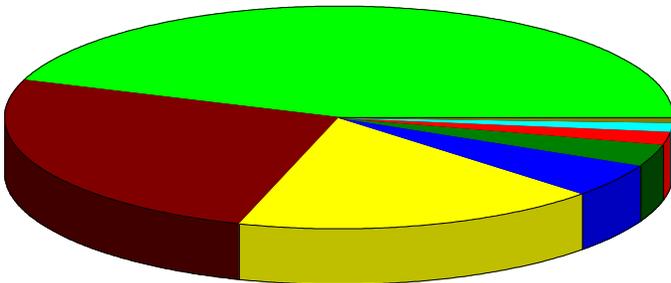
	TOTAL				
	Apr 24	Jan - Apr 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Developer Advance - O&M	0.00	0.00	62,000.00	-62,000.00	0.0%
Transfer & Status Letter Fee	400.00	1,500.00			
Unit Charges	3,286.01	11,584.84	24,000.00	-12,415.16	48.27%
CY Property Tax - O&M	3,398.43	8,070.54	39,966.00	-31,895.46	20.19%
Specific Ownership Tax - O&M	272.53	909.68	2,798.00	-1,888.32	32.51%
CY Property Tax - Debt	8,496.06	20,176.35	99,915.00	-79,738.65	20.19%
Specifice Ownership Tax - Debt	681.34	2,274.19	7,993.00	-5,718.81	28.45%
Total Income	<u>16,534.37</u>	<u>44,515.60</u>	<u>236,672.00</u>	<u>-192,156.40</u>	<u>18.81%</u>
Expense					
General & Administrative					
Audit	0.00	0.00	8,755.00	-8,755.00	0.0%
Bank Fees	0.00	0.00	20.00	-20.00	0.0%
District Management	3,500.00	12,486.35	42,000.00	-29,513.65	29.73%
Insurance	0.00	2,462.00	4,500.00	-2,038.00	54.71%
Legal	3,448.62	10,615.41	30,000.00	-19,384.59	35.39%
Office Supplies	7.50	42.76			
SDA Dues	0.00	414.97	1,500.00	-1,085.03	27.67%
Treasurer Collection Fee - O&M	50.97	121.05	599.00	-477.95	20.21%
Total General & Administrative	<u>7,007.09</u>	<u>26,142.54</u>	<u>87,374.00</u>	<u>-61,231.46</u>	<u>29.92%</u>
Operations					
Contingency	0.00	0.00	5,000.00	-5,000.00	0.0%
Electricity	0.00	0.00	750.00	-750.00	0.0%
General - R&M	0.00	0.00	1,000.00	-1,000.00	0.0%
Grounds Maintenance	0.00	0.00	15,000.00	-15,000.00	0.0%
Repairs & Maintenance	0.00	617.50			
Road - R&M	0.00	0.00	1,750.00	-1,750.00	0.0%
Snow Removal	0.00	3,386.26	6,250.00	-2,863.74	54.18%
Street Sweeping	0.00	0.00	300.00	-300.00	0.0%
Stormwater	0.00	0.00	400.00	-400.00	0.0%
Trash Service	483.49	1,674.00	4,752.00	-3,078.00	35.23%
Water	0.00	0.00	2,600.00	-2,600.00	0.0%
Reserve Funding	0.00	0.00	5,000.00	-5,000.00	0.0%
Total Operations	<u>483.49</u>	<u>5,677.76</u>	<u>42,802.00</u>	<u>-37,124.24</u>	<u>13.27%</u>
Bond Expense					
Interest Expense	0.00	0.00	96,000.00	-96,000.00	0.0%
Treasurer Collection Fee - Debt	127.44	302.64	1,499.00	-1,196.36	20.19%
Trustee Fees	0.00	0.00	7,500.00	-7,500.00	0.0%
Total Bond Expense	<u>127.44</u>	<u>302.64</u>	<u>104,999.00</u>	<u>-104,696.36</u>	<u>0.29%</u>
Total Expense	<u>7,618.02</u>	<u>32,122.94</u>	<u>235,175.00</u>	<u>-203,052.06</u>	<u>13.66%</u>
Net Ordinary Income	<u>8,916.35</u>	<u>12,392.66</u>	<u>1,497.00</u>	<u>10,895.66</u>	<u>827.83%</u>
Other Income					
Interest Income	0.10	0.34			
Interest Income - Debt	158.48	622.24			
Total Other Income	<u>158.58</u>	<u>622.58</u>			
Net Income	<u><u>9,074.93</u></u>	<u><u>13,015.24</u></u>	<u><u>1,497.00</u></u>	<u><u>11,518.24</u></u>	<u><u>869.42%</u></u>

Income and Expense by Month
January through April 2024



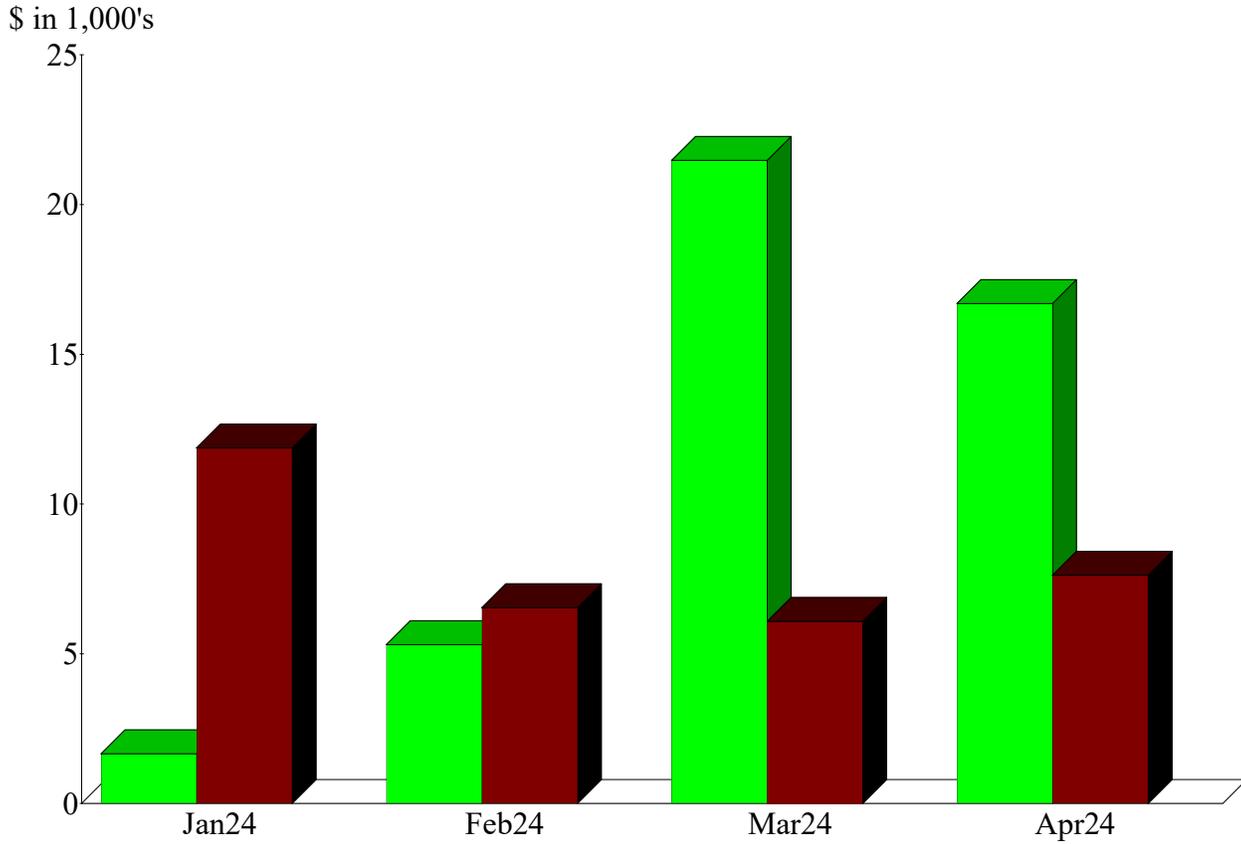
Income Summary
January through April 2024

CY Property Tax - Debt	44.70%
Unit Charges	25.67
CY Property Tax - O&M	17.88
Specifice Ownership Tax - Debt	5.04
Transfer & Status Letter Fee	3.32
Specific Ownership Tax - O&M	2.02
Interest Income - Debt	1.38
Interest Income	0.01
Total	\$45,138.18



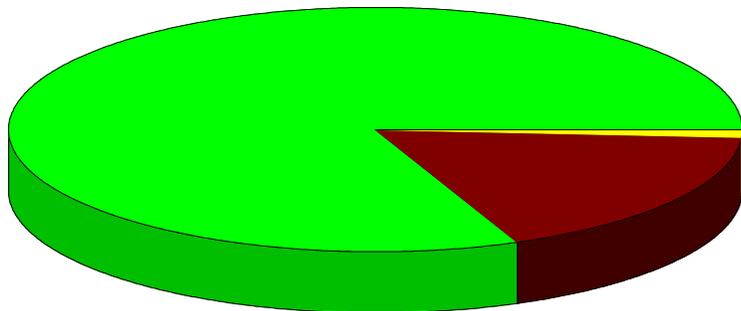
By Account

Income and Expense by Month
January through April 2024



Expense Summary
January through April 2024

General & Administrative	81.38%
Operations	17.68
Bond Expense	0.94
Total	\$32,122.94



By Account





MEMORANDUM

TO: VISTAS AT WEST MESA METROPOLITAN DISTRICT BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MANAGERS REPORT FOR MAY 23, 2024, BOARD MEETING
DATE: MAY 17, 2024
CC: BOARD PACKET

Sales & Occupancy:

- 29 Current Owners:
- 11 New Owners To-Date in 2024

Financial Review:

- Monthly O&M Fees continue at \$125
- Payables processed: 1/24, 3/4, 4/13, and 5/23
- Funding Summary:

Bank Balance 5//2024	22,845.33
May Payables	(24,042.33)
Funding Shortfall	(1,197.00)

Developer Advance Funds Requested to Cover Shortfall

- Current Contracted Services:
 - Management – WSDM (renewal January 1, 2025)
 - Trash/Recycling – HBS (renewal March 31, 2025)
 - Legal Counsel – White Bear, Ankele, Tenaka, & Waldron (as needed / no retainer)
 - Insurance – CSD Pool (renewal January 1, 2025)
 - Cost Certification Services – Independent District Engineering Services (IDES)
 - Biggs Kofford (2023 audit)
 - Landscape Maintenance & Snow Removal – Brightview Landscape Maintenance (on agenda)

Architectural Improvement Requests:

- None yet!

Covenant Enforcement Notices:

- 3 Violations issued
 - 1 - Pet Waste
 - 2 - Parking Obstructing the Alley

Landscape Turnover:

- Pending word from Robertson’s and Stan regarding next inspection.

Management Task List:

- New Owner – Coordinate Trash Service & Welcome Packet – ongoing
- Landscape Maintenance Contract Update – COMPLETED and 1st walk conducted
- 2023 Audit – IN PROCESS
- Invoice Developer for Snow Services
- Website Accessibility Adjustments – IN PROCESS
- Monitor Concrete Drives – repairs needed
- Irrigation start-up and testing – pressure regulator repairs needed



**RESOLUTION
OF THE BOARD OF DIRECTORS OF
VISTAS AT WEST MESA METROPOLITAN DISTRICT**

ADOPTING DESIGN GUIDELINES

WHEREAS, the Vistas at West Mesa Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, the District was organized for the purpose of providing certain improvements, facilities and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the District has the power to adopt, amend, and enforce bylaws and rules and regulations for the purpose of carrying on the business, objects, and affairs of the board and the special district; and

WHEREAS, in order to uniformly and efficiently effectuate design review obligations, and in accordance with its authority to adopt rules and regulations for the purpose of carrying on its business objects, and affairs, the District desires to adopt the Vistas at West Mesa Design Guidelines relating to the architectural approval process and to establish certain design requirements and standards.

NOW, THEREFORE, be it resolved by the Board of Directors of the Vistas at West Mesa Metropolitan District as follows:

1. **Adoption of Design Guidelines:** The District hereby adopts the Vistas at West Mesa Design Guidelines, attached hereto as **Exhibit A** and incorporated herein, as may be amended from time to time, which shall apply to any and all residential property with the boundaries of any of the District.

2. **Effective Date:** The provisions of this resolution shall take effect as of April 12, 2024.

[Signature page follows.]

APPROVED AND ADOPTED this April 12, 2024.

**VISTAS AT WEST MESA METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

Vistas at West Mesa Design Guidelines

**Vistas at West Mesa Metropolitan District
(the "District")**

**DESIGN GUIDELINES
(the "Guidelines")**

ADOPTED:

UPDATED:

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ARTICLE I - INTRODUCTION

- 1.1 **Basis for Guidelines.** These Guidelines are intended to assist Owners living in the District in implementing home improvements on their property. The Declaration of Covenants, Conditions and Restrictions of Vistas at West Mesa (the "Declaration") requires prior written approval before construction, installation, erection, or alteration of any structure, attachment to any structure, or alteration of landscaping on any Lot within the District. For instance, Owners must submit for approval prior to installation of exterior decor, changes to the exterior of the home, construction or installation of accessory storage, modifications to the patio or balcony, demolition or removal of any accessory structure, or change in paint colors. In order to assist Owners, the Architectural Review Committee (the "ARC") intends to establish certain pre-approved designs for several types of improvements and to exempt certain improvements from the requirement for approval.
- 1.2 **Contents of Guidelines.** In addition to the introductory material, these Guidelines contain: (A) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements; (B) a summary of procedures for obtaining approval from the ARC; and (C) helpful ideas and information.
- 1.3 **Effect of Community and Supplemental Resolutions.** The Declaration governs the property. Copies of the Declaration, including amendments, are available at any time by download from the District website or by request to District Management. Each Owner should review and become familiar with the Declaration including amendments. Nothing in these Guidelines supersedes or alters the provisions or requirements contained within the Declaration. In the event of conflict or inconsistency between the Declaration and these Design Guidelines, the Declaration, as amended, will control.
- 1.4 **Effect of Governmental and Other Regulations.** Use of property and any improvements must comply with applicable building codes and other governmental requirements and regulations. For general information regarding the City of Colorado Springs and El Paso County requirements, Owners should visit the Pikes Peak Regional Building Department (PPRBD) website or request information in person at the PPRBD offices.

Approval by the ARC will not constitute assurance that improvements comply with applicable governmental requirements or regulations or that a permit or approvals are not also required from applicable governmental bodies.
- 1.5 **Interference with Utilities.** In making improvements to property, Owners are responsible for locating all water, sewer, gas, electric, cable television, telecommunication or other utility lines or easements. Owners should not construct any improvements over such easements without the consent of the respective utilities. Owners will be financially responsible for any damage to utility lines occurring as result of Owner's interference. Underground utility lines and easements can be located by contacting: Utility Notification Center of Colorado 1-800-922-1987 OR 811.
- 1.6 **Purpose of Guidelines.** Compliance with these Guidelines and the provisions of the Declaration will preserve the inherent architectural and aesthetic quality of the community. It is important that improvements to property be made in harmony with and not detrimental to the rest of the community. A spirit of cooperation between the ARC and neighbors will aid in creating an optimum environment, which will benefit all Owners. By adhering to these Guidelines and obtaining prior written ARC approval for improvements to property, Owners protect their financial investment and ensure improvements are compatible with established standards. Questions arising as to the correct interpretation of any terms, phrases or language contained

in these guidelines, shall be subject to interpretation by the ARC and such interpretation shall be final and binding.

ARTICLE II - SPECIFIC TYPES OF IMPROVEMENTS – GUIDELINES

The following is a listing, in alphabetical order, of a wide variety of specific types of improvements which Owners typically consider installing, and pertinent information as to each. This is not an exhaustive, all-inclusive list. Contact District Management to confirm requirements or the need to submit PRIOR to commencing work on any exterior improvements, modifications, alterations, or installations. Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted to the ARC and written approval of the ARC obtained before the improvements commence. In some cases, where it is specifically so noted, Owners may proceed with the improvements without advanced approval, provided the stated guidelines are followed. In some cases, where specifically stated, certain types of improvements are expressly prohibited.

- 2.1 **Accessory Buildings/Structures.** Are not permitted. The limited space available on the exterior patios of each Unit prohibits the placement of any accessory building outside of the home, including but not limited to Sheds, Saunas, Gazebos, and Greenhouses.
- 2.2 **Additions and Expansions.** Are not permitted.
- 2.3 **Address Numbers.** Approval is required to replace or relocate existing address numbers. Address numbers must be displayed in contrasting color and be visible from the street in accordance with all governmental regulations at all times.
- 2.4 **Advertising.** Approval is not required for trade signs displayed within a private patio or balcony, which include but are not limited to, landscaping, painting, and roofing. Trade signs may only be displayed while work is in progress and must be removed upon completion of the job.
- 2.5 **Air Conditioning Equipment/HVAC.** Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators. No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops or extended from windows.
- 2.6 **Antennae & Satellite Dishes.** Approval is not required, but notification is. The District has adopted the following rules, regulations and restrictions, which shall be subject to all applicable laws for the installation and maintenance of exterior antennas in the community in compliance with the Federal Communications Commission Rule, which became effective October 4, 1996:
 - A. **Notification.** Before installation of any direct broadcast satellite (DBS) satellite dish that is one (1) meter or less in diameter, multi-channel multi-point distribution service wireless cable (MMDS) antenna that is one meter or less in diameter or diagonal measurement, or television antenna is permitted; the Owners of the property where the antenna is being installed must notify the District in writing using an Architectural Request Form.
 - B. **Location.** The primary installation location for a DBS satellite dish and MMDS antenna shall be freestanding, within a unit's private patio or balcony, and shielded from view from the street(s) and adjacent homes, provided such location does not preclude reception of an acceptable quality signal.

- 2.7 **Awnings, Overhangs, Patio Covers, and Shade Structures.** Approval is required. An overhang or awning should be an integral part of the home or patio design and retractable. The color must be the same as, or generally accepted as a complementary color to the exterior of the home. ARC applicants must provide a swatch of the material to be used. Size and material proposed will be considered.
- 2.8 **Barbecue/Gas Grills/Outdoor Kitchens/Smokers.** Open flame cooking devices are not permitted. BBQ grills that are fueled by electricity shall be operated in compliance with all building and fire safety codes and regulations for the area, which prohibit operation within fifteen feet (15') of a neighboring structure or combustible material, such as a tree, bush, or common fence. Electric cooking devices must be stored in an enclosed garage or a ground level patio when not in use.
- 2.9 **Basketball Backboards.** Are not permitted. No basketball backboards shall be attached to the home or garage and neither portable, nor permanent backboard mounting poles shall be permitted.
- 2.10 **Birdbaths, Birdhouses, and Bird Feeders.** Are not permitted due to the potential for exterior building damage resulting from the attraction of wildlife.
- 2.11 **Clothes Lines and Hangers.** Approval is not required when placed within a private patio or balcony, screened from view of the street(s) and the ground level of adjacent Lots. All clotheslines must be retractable and retracted when not actively in use.
- 2.12 **Compost.** Approval is required. Container must be located within a private patio or balcony and must not be immediately visible to adjacent properties. In accordance with City Ordinance, composting must be conducted in a bear-proof container and resulting odors must be controlled. Underground and loose-pile composting is not permitted.
- 2.13 **Decks, Patios, and Porches.** Approval is required prior to the repair, replacement, or alteration of any deck, patio, or porch. Materials (maintenance-free or otherwise) must be of coloring that is harmonious with the exterior of the home.
- Owners are reminded that "maintenance-free" decking products may also require periodic maintenance for proper care and to retain the product's aesthetic conformity, including but not limited to, fading, warping, etc.
- 2.14 **Décor.** Approval is required for installation or placement of prominent exterior decorations, including but not limited to exterior wall art, curtains, and kinetic fixtures.
- 2.15 **Dog Runs.** Are not permitted.
- 2.16 **Doors.** Approval is not required for replacement of an existing main entrance door to a home or garage, provided the design, material, and color match the existing/original doors on the home, prior to installation. Variation of design, material, or color of an exterior door requires approval prior to installation.
- A. **Screen and Storm Doors.** Approval is required for all screen and storm doors. Screen and storm doors should be absent of ornate patterns or designs, and of coloring generally accepted as a complimentary color with the exterior of the home.

B. **Security Doors and Windows.** Approval is required for all security or security-type doors and windows prior to installation. Security doors with bars, grilles, or ornamental designs may be restricted.

2.17 **Drainage and Grading.** Alteration is not permitted. The Declaration requires that there be no interference with the established drainage pattern over any Lot. The established drainage pattern means the drainage pattern as engineered and constructed by the homebuilder prior to conveyance of title from the home builder to the individual homebuyer. It is very important to ensure that water drains away from the foundation of the home and that the flow patterns prevent water from flowing under or against the home foundation, walkways, sidewalks, driveways, or the same of any adjacent home. The ARC may require a report from a drainage engineer as part of an improvement plan approval. Landscaping should conform to the established drainage pattern. Sump pump drainage should be vented in a landscaped area, a reasonable distance from the property line to allow for absorption. Adverse effects to adjacent properties will not be tolerated.

2.18 **Fences.** Are not permitted. See Handrails & Railings Section 2.21.

2.19 **Handrails & Railings.** Approval is required prior to installation or alteration of handrails or railings. All handrails and Railings must be wrought iron and black in color. Deck and patio railings must ___ feet tall, with eight (8) horizontal beams, and three (3) lateral posts. Balcony railings must be ___ feet tall, with nine (9) horizontal beams, and three (3) lateral posts. Walkway handrails must be ___ feet tall, with lateral beams spaced ___ inches apart in ___ foot sections.

Approval is required for gap-cover or privacy screening on balcony or patio railings. No plastic or metal chicken wire, hog wire, barbed wire, chain link, or strand wire will be permitted other than breathable mesh or canvass coverings, installed on the interior of the railing, and cream or black in color.

Deteriorated materials must be replaced by the Owners with materials identical to the original in quality, quantity, and design.

2.20 **Fire Pits.** Are not permitted. No firepits may be operated within fifteen feet (15') of a neighboring structure or combustible material (plant material).

2.21 **Flag/Flagpoles.** Approval is not required for installation of one (1) flagpole no more than five feet (5') in length affixed to the wooden framing on either side of the the front door, balcony door, or garage door of the home. No flag shall exceed twenty square feet (20'²) in surface area.

Vertical, freestanding flagpoles are not permitted.

Flags must be displayed and well maintained in a clean and attractive condition. It is each Owner's responsibility to comply with all applicable state and local statutes, ordinances, and regulations. No flags may be displayed on common areas, unless displayed for marketing purposes by the Declarant or a homebuilder.

2.22 **Gardens-Flower or Vegetable.** Approval is required for flower or vegetable garden planters. Planters placed on patios or balconies must be raised with a drainage system to prevent drainage contact with the building. Planters may not exceed four square feet (4'²) in total. All flower and vegetable gardens must be consistently weeded, cared for, and maintained.

Each Owner may place up to three (3) potted plants on the front stoop of the home in such a manner as to avoid creating a trip hazard. Potted plants must incorporate drip basins to prevent staining of surrounding surfaces.

- 2.23 **Landscaping.** Owners are not permitted to alter the exterior landscape or irrigation system. The District shall maintain all landscaping throughout the community in conjunction with the landscape maintenance contract and scope of work as shall be engaged by the Board annually.
- 2.24 **Latticework.** Approval is required for any variety of trellis or latticework.
- 2.25 **Lights and Lighting.** Approval is required for exterior lighting. Exterior lighting should be directed toward the ground and be of low wattage to minimize the glare to neighbors. The use of motion detector spotlights, high-wattage spotlights or floor lights, and ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) may be restricted. Permanent lighting systems (i.e. jellyfish lights, gemstone lights, etc.) must be pre-approved and will be subject to additional use regulations, including but not limited to color, hours of use, or wattage restrictions, to prevent a nuisance and minimize light pollution, as may be established by the Board of Directors from time-to-time. See Seasonal Decorations Section 2.62.
- 2.26 **Painting.** Approval is not required for touch-up painting provided the color and/or color combinations are identical to the original color established on the home. Any changes to the color of the home must be submitted for approval and must be generally accepted as a complementary color to the exterior of the home.
- ARC Requests involving a change in exterior color scheme must be accompanied by the paint/stain, Manufacturers information, color name, and paint code or formula, as well as a diagram of the home, indicating the intended location for application of each proposed color.
- 2.27 **Pipes.** Approval is not required for repairs to the plumbing within the walls of the Unit. See Utility Equipment Section 2.80.
- 2.28 **Play Structures and Sports Equipment.** Are not permitted.
- 2.29 **Playhouses.** Are not permitted on balconies or in the common area outside of the home. Approval is required for placement of playhouses on ground level patios. Combustible materials are not permitted.
- 2.30 **Pools, Hot Tubs and Jacuzzis.** Are not permitted.
- 2.31 **Radon Mitigation.** Approval is not required; however, all exterior portions of the system shall be painted to match to the exterior rain gutter system on the home.
- 2.32 **Rooftop Equipment.** Approval is required.
- 2.33 **Roofing Materials.** Approval is required for all roofing materials. All buildings constructed on the properties should be roofed with materials of identical quality, type, and color as originally used by the Declarant or participating builder. Repairs to an existing roof using the same building material that exists on the home, do not require prior approval, however, attention should be paid to avoid color fading discrepancies.

- 2.34 **Seasonal/Holiday Decorations.** Approval is not required for seasonal decorations, depicting generally accepted colors, animal, or nature themes associated with each season, which are removed at the generally accepted close of the season. Approval is not required for holiday decorations installed no more than 45 days before the holiday and removed within 30 days after the holiday. The installation of seasonal or holiday décor on any property owned and/or managed by the District must first have written consent of the District.
- 2.35 **Sewage Disposal Systems.** Approval is required for repairs to the existing sewage lines servicing a Unit where those lines run through the common areas outside of the home. See Utility Equipment Section 2.80.
- 2.36 **Storage Cabinets.** Approval is required for placement of storage cabinets, shelving, or other storage containment on the patio or balcony.
- 2.37 **Exterior Shutters.** Are not permitted.
- 2.38 **Signs.** Approval is not required provided the following conditions are met:
- A. **Number and Size.** Up to three (3) signs may be displayed within the patio or balcony of each Lot. Each sign shall be limited to six square feet (6'²) and four feet (4') in height, if free standing, is mounted on a single or frame post. All signs must be well maintained in a clean and attractive condition.
 - B. **Non-Electrical.** Additionally, no lighted sign will be permitted unless utilized by the Declarant and/or a homebuilder.
 - C. **Not On Common Area.** No signs may be placed by Owners on any common area, including being attached to fencing that abuts an open or public space, without the written consent of the District. Declarant and/or homebuilder signage may be placed on common areas.
- 2.39 **Skylights.** Bubble style skylights are not permitted.
- 2.40 **Solar Energy Devices.** Approval is required. Owners must provide a drawing illustrating location of the device on the home including dimensions and color.
- A. The Solar Energy Devices must be located on the roof of the home, then:
 - a. No portion of the Solar Energy Device may extend beyond the property line of the Unit they are servicing on the shared roof.
 - b. The Solar Energy Device may not extend higher than or beyond the roofline;
 - c. The Solar Energy Device must conform to the slope of the roof and the top edge of the Device must be parallel to the roofline; and
 - d. The frame, support brackets, visible piping, or sheathed wiring associated with the Solar Energy Device must be silver, bronze or black in color, and secured to the structure.
 - e. The use of "critter guards" is encouraged.
- 2.41 **Statues or Fountains.** Approval is required. Statues or fountains must be installed within a ground level patio.
- 2.42 **Temporary Structures.** Are not permitted to be placed outside of the home.

- 2.43 **Trash Containers, Enclosures and Pickup.** Approval is not required. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind may not be kept, stored or allowed to accumulate on any Lot except in sanitary containers or approved enclosures and with bear-proof containers. Garbage or trash receptacles must be maintained in clean and attractive manner and stored within the enclosed garage when not actively placed out for collection. In accordance with City Ordinance, trash receptacles may be brought out for collection no earlier than 5:00 a.m. on the day of collection and must be brought back in no later than 7:00 p.m. that evening.
- 2.44 **Utility Equipment.** Approval is required for installation of utilities or utility equipment. Pipes, wires, poles, utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.
- 2.45 **Vents.** Approval is required for the addition of new vents or the alteration of existing vents, which penetrate the exterior of the home or roof.
- 2.46 **Walls.** Approval is required for any alterations, improvements, or repairs affecting the exterior of the building.
- Approval is not required for alterations, improvements, or repairs to the interior walls of the home; however, all Owners must adhere to the processes set forth by the Party-Wall Agreement.
- 2.47 **Weathervanes and Directionals.** Are not permitted.
- 2.48 **Wood Storage.** Is not permitted outside of the home.
- 2.49 **Work Involving Common Areas.** Approval and deposit are required. Vehicles, equipment, or using wheelbarrows, may not be trekked across common areas. The Board of Directors may consider for access across common areas with the advance of funds sufficient to repair any potential resulting damage. Any necessary restoration of the common area will be addressed by the District.

ARTICLE III - PROCEDURES FOR ARC APPROVAL

- 3.1 **General.** All exterior improvements to the home and Lot require written approval in advance before the work on such improvements begins. Article 5 of the Declaration explains how such approval can be obtained.
- 3.2 **Submittal Requirements.** A Complete Submittal is required for review. A completed Architectural Improvement Request Form accompanied by an overhead diagram of the lot (or plot plan), illustrating the location of all existing Improvements, in addition to all necessary documents, photos, drawings, product samples, brochures, and additional information necessary for the ARC to evaluate the appropriateness of the Improvement and determine its acceptance or denial. Requests for additional information may be made and must be fulfilled prior to a submission being deemed "Complete".
- 3.3 **Timeline.** The ARC shall have thirty (30) days from the date of a Complete Submittal, to review and provide a response. Approvals shall be valid for one (1) year from the date of approval, after which the approval will be considered void and resubmittal will be required prior to

revising the Improvement. Architectural Improvement Requests which are denied for any reason, may be appealed by submission of a written statement, outlining why the request should be approved, to District Management within thirty (30) days of the denial. If no response is received by the applicant from the ARC or District Management, it does not translate to an approval- it is recommended that the applicant re-apply and confirm the application has been received by the correct contact.

- 3.4 **Prosecution of Work.** Owners must provide Notice of Completion to the ARC once work is completed. Upon receipt of a Notice of Completion, the ARC may inspect the work. Should a final inspection of Improvements reveal any deviance from the approved application, a Notice of Non-Compliance shall be issued to the Owner who shall have forty-five (45) days in which to remedy all non-compliance issues.
- 3.5 **Questions.** Owners with questions regarding ARC submission requirements, they should review Article 5 of the Declaration and contact District Management with specific questions regarding the plans to be submitted.



**RESOLUTION
OF THE BOARD OF DIRECTORS OF
VISTAS AT WEST MESA METROPOLITAN DISTRICT**

**ESTABLISHING ARCHITECTURAL REVIEW COMMITTEE AND DELEGATING
ARCHITECTURAL AUTHORITY**

WHEREAS, Vistas at West Mesa Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered to have the management, control, and supervision of all business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, Article 2, Section 2.1.1 of the Declaration of Covenants Conditions and Restrictions of Vistas at West Mesa, recorded in the real property records of the Clerk and Recorder of El Paso County, Colorado on December 13, 2022, at Reception Number 222149285 (the “**Covenants**”), provides that the Board shall approve in writing the construction, erection, placement, alteration, planting, application, or installation of Improvements on Lots (as those terms are defined in the Covenants); and

WHEREAS, Article 2, Section 2.1.1 of the Covenants further provides that the Board may from time to time, appoint a representative to act on its behalf; and

WHEREAS, the Board desires to establish a committee to implement design guidelines and review, consider and approve, or disapprove, requests for architectural approval, as further outlined in the Covenants.

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

1. Establishment of the Architectural Review Committee and Adoption of Charter. The Board hereby establishes the “**Architectural Review Committee**” to fulfill the purposes and operate according to the terms of the Architectural Review Committee Charter (the “**Charter**”), which is hereby adopted, and attached hereto as **Exhibit A**.

2. Delegation of Authority. The Board delegates to the Architectural Review Committee the right to review all requests for Improvements to the same extent that the Board has that right pursuant to the Covenants. Upon its review of any request for any Improvements, the Architectural Review Committee shall, within thirty (30) days of complete submission of the plans, specifications and other materials and information the Architectural Review Committee may

require in conjunction with any such request, provide its recommendation regarding such request to the Board.

3. Appointment of Committee Members. The Architectural Review Committee shall be comprised of at least three (3) members, acting in a volunteer capacity. The following individuals are hereby appointed to the Architectural Review Committee:

3. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the authority granted in this Resolution or in the Charter in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Severability. If any term or provision of this Resolution or the Charter are 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 the remainder of this Resolution or the Charter as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

[Signature page follows.]

APPROVED AND ADOPTED this April 12, 2024.

VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

VISTAS AT WEST MESA METROPOLITAN DISTRICT ARCHITECTURAL REVIEW COMMITTEE CHARTER

1. The purpose of the Architectural Review Committee (the “**Committee**”) is to review all requests for Improvements as defined in the Declaration of Covenants Conditions and Restrictions of Vistas at West Mesa, recorded in the real property records of the Clerk and Recorder of El Paso County, Colorado on December 13, 2022, at Reception Number 222149285 (the “**Covenants**”) to the same extent that the Board of Directors (the “**Board**”) has that right pursuant to the Covenants. The Covenants require the Board to approve in writing the construction, erection, placement, alteration, planting, application, or installation of Improvements on Lots.
2. Upon the Committee’s review of any request for any Improvements, the Committee shall, within thirty (30) days of complete submission of the plans, specifications and other materials and information the Committee may require in conjunction with any such request, provide its recommendation regarding such request to the Board.
3. The Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Committee, but are entitled to reimbursement for any pre-approved, out-of-pocket costs incurred by them for Committee purposes, subject to budget limitations.
4. If any members of the Committee conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Committee so that they cannot discharge their duties on the Committee, they shall disqualify themselves from participating in the deliberations and the recommendation with respect to the matter.
5. Membership of the Committee shall consist of three (3) or more persons who are in good standing with the District. All members of the Committee must be consented to by the Board. A member may be removed at any time by a majority vote of the Board present and voting at a meeting.
6. The Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board.
7. The Chair, Vice Chair and Secretary of the Committee shall be elected by all the Committee members, from among the at-large members of the Committee, and shall serve for one (1) year terms.
8. Committee members shall have staggered terms. Two of the new Committee members appointed as of April 12, 2024, will have a term of two (2) years and one of the new Committee members will have a term of three (3) years. The Committee will have the discretion and responsibility to assign term lengths to each Committee member, and shall be responsible for communicating all assigned terms to the Board. Beginning in January

2025, each Committee member shall have a term of three (3) years and the term shall be from January 1 to December 31.

9. The Committee will meet as needed with management or the Board of Directors to discuss the financials.
10. The Committee shall complete special assignments as requested by the Board.
11. The Committee does not have the authority to give directions and/or instructions to contractors, management or employees. The Committee will not communicate or represent the District's business, political interests or positions to other persons outside the District. The Committee will not seek bids for services or any other matters.
12. The Committee shall meet at least once each quarter and at such other times as the Committee Chair calls meetings or as otherwise requested by the Board. Meetings shall be open to attendance by all members of the District.



**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
VISTAS AT WEST MESA METROPOLITAN DISTRICT
Regarding Policies, Procedures and Penalties for the Enforcement of the Governing
Documents**

WHEREAS, Vistas at West Mesa Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the Declaration recorded in the real property records of the Clerk and Recorder of El Paso County, Colorado at Reception No. 222149285, on December 13, 2022, (the “**Covenants**”), the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Governing Documents (as defined below); and

WHEREAS, the Board of Directors (the “**Board**”) of the District is authorized to promulgate adopt, enact, modify, amend, repeal, and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District; and

WHEREAS, such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Board desires to set establishing policies, procedures and penalties for violations of the Covenants, any guidelines, rules and regulations, and other policies and procedures of the District, as the same may be adopted, amended and supplemented from time to time (collectively, the “**Governing Documents**”).

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action. Any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective property subject to this Resolution (the “**Owner**”). This Resolution is intended to serve as guidance to the Board and the District’s authorized representative(s) (the “**District Representative**”) and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to

any authority granted to or action undertaken by the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

3. Investigative Procedure. Upon receipt of a written complaint alleging a violation of the Governing Documents, the District Representative will conduct an investigation to determine whether a violation of the Governing Documents has occurred. The submitter of the complaint shall provide a statement describing the alleged violation, shall identify themselves, the alleged violator, if known, the date on which the violation exists or occurred, and provide any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the District.

4. Enforcement Process for Continuous Violations. Upon determining that a “**Continuous Violation**” (defined as a violation that is ongoing, uninterrupted by time and may take time to cure, such as installing an unapproved structure on a property or neglecting to maintain the exterior appearance of a property) has occurred, the District Representative and the Board shall take the following steps:

a. Continuous Violation Warning Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “**Continuous Violation Warning Letter**” via first-class United States mail to the last known Owner of the Property according to the District’s records notifying the Owner of: (i) the restriction violated and the nature of the violation, (ii) that the Owner must have the Continuous Violation corrected within 15 calendar days of the date of the Continuous Violation Warning Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 15 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 15 days of the date of the Continuous Violation Warning Letter and diligently prosecute the same to completion. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Continuous Violation Warning Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the county Assessor’s Office (the “**Assessor**”) for the county in which the District is located (collectively, the “**Property Address**”). The District Representative may deviate from the mailing destinations as included in the Property Address if requested by the Owner in writing. Upon receipt of any notice regarding a Continuous Violation, an Owner may propose arrangements to cure the violation to the District Representative. A District Representative may approve or deny arrangements to cure a Continuous Violation based on what is reasonable under the circumstances. If a District Representative denies arrangements for curing a Continuous Violation they must provide the Owner notice in writing prior to imposing any fines (“**Denial Letter**”). The Denial Letter shall further state the reasoning for the denial and that the Owner is entitled

to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Denial Letter.

b. Notice of Complaint and Opportunity to Be Heard. If the Owner has not cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Continuous Violation Warning Letter this shall be considered a second violation for which a fine may be imposed. The District Representative shall send a notice of complaint and opportunity to be heard (“**Fine Notice**”) to the Owner at the Owner’s address notifying the Owner of the Continuous Violation and that a fine will be imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 9 if the violation is not cured or no hearing is requested as set forth below. The Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Fine Notice. The District may impose additional fines with each notice sent after the Fine Notice without the necessity of providing the Owner with the opportunity for additional hearings thereafter.

c. Notices of Ongoing Violation and Fine. If the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Fine Notice, the first fine set forth in Paragraph 9 shall then be imposed, and this shall be considered a third violation for which a fine will be imposed. The District Representative shall send a notice of ongoing violation (“**Ongoing Violation and Fine Notice**”) to the Owner at the Owner’s Address demanding that the Owner cure the ongoing Continuous Violation and providing notice that the first fine has been imposed, and that an additional fine is being imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 9 below. If the Continuous Violation remains uncured 15 days after the date of the first Ongoing Violation and Fine Notice or the Owner has not made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the first Ongoing Violation and Fine Notice, this shall be considered a fourth violation for which an additional fine will be imposed. A second Ongoing Violation and Fine Notice shall be sent to the Owner and shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 9 of this Resolution.

d. Continuing Violation. In the event that a Continuing Violation continues to exist uninterrupted 15 days after the date of the second Ongoing Violation and Fine Notice, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines (“**Daily Fine Notice**”) and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a “**Repetitious Violation**” (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

a. Repetitious Violation Warning Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “**Repetitious Violation Warning Letter**” via first-class United States mail to the last known owner of the Property according to the District’s records notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 180 days of the date of the Repetitious Violation Warning Letter may result in the imposition of fines. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Repetitious Violation Warning Letter to the Property Address.

b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 180 days of date of the Repetitious Violation Warning Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Paragraph 9. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed (“**Repetitious Violation and Fine Notice**”). The first such Repetitious Violation and Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of such first Repetitious Violation and Fine Notice. The District may impose additional fines with each Repetitious Violation and Fine Notice sent after the first Repetitious Violation and Fine Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Hearing on Violation. If a hearing is requested by the Owner pursuant to Paragraph 4.a, 4.b or 5.b above, the District Representative shall notify the Owner of the date, time and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by the Board, or a tribunal consisting of District residents or other persons as selected by the Board.

7. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 15 days of the date of the Fine Notice or the first Repetitious Violation and Fine Notice, no hearing shall be required. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Fine Notice or the first Repetitious Violation and Fine Notice, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation

8. Decision. After the District has taken the hearing steps as outlined above, and in the event a hearing is requested and held, upon a finding being reached, the District Representative

shall send notice of determination (“**Notice of Determination**”) to the Owner’s Address informing the Owner of the Board’s findings. If the Board finds the Owner is in violation of the Governing Documents the District may revoke or suspend the Owner’s privileges, impose fines in accordance with the fine schedule set forth in paragraph 9 below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents.

9. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents.

Continuous Violations

First Violation (Continuous Violation Warning Letter):	\$ 0.00
Second Violation (Fine Notice):	\$ 25.00
Third Violation (First Ongoing Violation and Fine Notice):	\$ 50.00
Fourth Violation (Second Ongoing Violation and Fine Notice):	\$ 100.00
Daily Fine Notice:	Up to \$100.00 per day

Repetitious Violations:

First Violation (Repetitious Violation Warning Letter):	\$ 0.00
Second Violation (First Repetitious Violation and Fine Notice):	\$ 25.00
Subsequent Violations (Repetitious Violation and Fine Notice):	\$ 50.00 per offense

10. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

11. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative and/or the Board may, either in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the District Representative and/or the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

12. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, foreclosure, and any other legal or equitable remedies available to the District.

13. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel engaged for covenant enforcement matters (“Special

Counsel”) to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys’ fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

14. Foreclosure of Lien. All amounts imposed pursuant to this Resolution shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic’s liens, pursuant to § 32-1-1001(1)(j), C.R.S., such lien being a charge imposed for the provision of services and facilities to the property. Said lien may be foreclosed at such time as the District in its sole discretion may determine. Special Counsel shall not proceed with a foreclosure action unless such action is authorized by the Board. 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.

15. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

16. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

17. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to Vistas at West Mesa Metropolitan District. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

18. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

19. Effective Date. This Resolution shall become effective immediately and shall supersede in its entirety any prior resolution.

[Remainder of page intentionally left blank, signature page follows.]

APPROVED AND ADOPTED this April 12, 2024.

VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District



RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
VISTAS AT WEST MESA METROPOLITAN DISTRICT
Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges

WHEREAS, Vistas at West Mesa Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the “**Fees**”) to properties within and without (each property individually referred to herein as the “**Property**”) the District’s boundaries; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, by this Resolution (the “**Resolution**”), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Fees imposed by the District, together with any and all Late Fees, Interest, Penalties and Costs of Collections (each defined separately in this Resolution), (collectively, the “**Delinquent Fees and Charges**”); and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way.

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. **Statement of Lien Guidelines:**

a. ***Perpetual Lien.*** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all Delinquent Fees and Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens 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.

i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in

any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

b. ***Manager Procedures.*** The District’s manager, accountant or billing agent (any of which are referred to herein as the “**Manager**”) is responsible for collecting Fees imposed by the District against the Property. In the event payment of Fees is delinquent, the Manager may perform the procedures listed below. The Fees are considered delinquent when they have not been paid by their corresponding due date (the “**Delinquent Account**”):

i. *Fifteen (15) Calendar Days Past Due:* A delinquent payment “Reminder Letter” may be sent to the address of the last known owner of the Property according to the Manager’s records, which may (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the url address of the District’s webpage where this Resolution is displayed, if available. In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; (2) the address of the last known owner of the Property as found in the real property records of the county Assessor’s Office (the “**Assessor**”) for the county in which the District is located (collectively, the “**Property Address**”). The Manager may deviate from the mailing destinations as included in the Property Address if requested by the Property owner in writing.

ii. *Fifteen (15) Calendar Days From the Date of the Reminder Letter:* A “Warning Letter” may be sent to the Property Address: (1) requesting prompt payment; (2) notify the Property owner that a Warning Letter Fee in the amount set forth in this Resolution has been assessed; (3) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (4) referencing the url address of the District’s webpage where this Resolution is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

iii. *Ten (10) Calendar Days from the Date of the Warning Letter:* Once the total amount of Delinquent Fees and Charges owing on the Property has exceeded \$200 regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District’s legal counsel engaged for collection matters (“**Special Counsel**”). At the time of such referral, the Manager may be requested to provide Special Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

c. ***Special Counsel Procedures.*** Upon referral of a Delinquent Account from the Manager, Special Counsel may perform the following:

i. *Upon Referral of the Delinquent Account From the Manager:* A “Demand Letter” may be sent to the Property Address, notifying the Property owner that the Property has been referred to Special Counsel for further collections enforcement, including the filing of a statement of 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 Manager may also be sent.

ii. *No Sooner than Thirty (40) Calendar Days from the Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the county (the “**Clerk and Recorder**”) within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.

iii. *No Sooner than Ten (10) Calendar Days from the Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all Delinquent Fees and Charges 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.

d. ***Foreclosure or Bankruptcy.*** In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to Special Counsel in order to avoid unnecessary, costly and time consuming procedures. Upon referral of the Delinquent Account to Special Counsel, Special Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property. Further, when a Delinquent Account has a balance of one thousand dollars (\$1,000) or greater, Special Counsel may submit the account to the Board for consideration of a foreclosure action. Special Counsel shall not proceed with a foreclosure action unless such action is authorized by the Board. The District may, at its option, forward a copy of the foreclosure warning letter to any and all deed of trust holders and/or counsel for any and all deed of trust holders of record.

2. **Late Fees:**

a. Late Fees are assessed on the Property for failure to make timely payments of Fees. Late Fees are applied, regardless of whether the Fees are assessed on a one-time, monthly, quarterly, semi-annual, annual, or any other basis.

b. Late Fees are assessed on the Property **Fifteen (15) calendar days from the payment due date.** Pursuant to § 29-1-1102, C.R.S., such Late Fee may be charged by either of the following two methods, whichever is greater:

i. One Late Fee of Fifteen Dollars (\$15.00) may be assessed on the Property per each assessment or installment of Fees not fully paid prior to the Fifteenth (15) calendar day following the payment due date; or

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the Fifteenth (15) calendar day following the payment due date, and each month thereafter, may be charged on unpaid Fees until the Late Fee equals Twenty Five Percent (25%) of all outstanding Fees.

c. Partial payment of any outstanding Delinquent Fees and Charges will not prevent the imposition of Late Fees pursuant to this Section 2.

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) Legal Fees and Costs; (5) the earliest imposed and unpaid Fees; (6) any successive unpaid Fees in chronological order from the earliest unpaid Fees to the most recently imposed Fees.

e. No penalty will be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees. Such credit balances will be carried forward on the account with all subsequent Fees and Delinquent Fees and Charges being deducted until such time as the credit balance is depleted. A Property carrying a credit balance may be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount of Fees due and owing the District.

3. **Interest:** Interest charges accrue on all delinquent Fees at the maximum statutory rate of Eighteen Percent (18%) per annum. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collections. §29-1-1102, C.R.S.

4. **Penalties:** May be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

5. **Costs of Collections:**

a. Include, but are not limited to, attorneys' fees and all costs, fees and charges associated with the processing and/or collection of Delinquent Fees and Charges, including the following fixed rates and hourly fees and costs:

i. *Action Fees.* The following fixed rate fees are charged to a Delinquent Account once the corresponding action has been taken by either the Manager or Special Counsel:

- ◆ *Reminder Letter Fee:* Fifteen Dollars (\$15.00) per Reminder Letter. This action is typically performed by the Manager.
- ◆ *Warning Letter Fee:* Fifteen Dollars (\$15.00) per Warning Letter sent. This action is typically performed by the Manager.
- ◆ *Return Check Fee:* Twenty Dollars (\$20.00) per returned payment.
- ◆ *Attorney Transfer Fee:* Seventy-Five Dollars (\$75.00) per Delinquent Account transferred from the Manager to Special Counsel. This action is performed by the Manager.

ii. *Attorney Action Fees.* Additional fixed rate or hourly fees charged by Special Counsel to a Delinquent Account once a corresponding action has been taken may be found in the engagement letter between the District and Special Counsel.

iii. *Attorney Hourly Fees and Costs.* Upon transfer of a Delinquent Account to Special Counsel, all fixed and hourly attorneys' fees and costs, including, but not limited to, litigation and expert witness fees and costs, litigation guarantees, service of process and/or publications incurred by the District to collect or defend the Delinquent Fees and Charges are assessed to the Delinquent Account and become part of the perpetual Lien on the Property. All such fixed and hourly attorneys' fees and costs shall be reasonable.

iv. *Recovery of Costs of Collections.* In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections whether or not outlined above.

6. Waiver of Late Fees, Interest and Costs of Collections:

a. The Manager and Special Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Late Fees and Interest. Such action is permitted if either the Manager or Special Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of Delinquent Fees and Charges. Notwithstanding the foregoing, neither the Manager nor Special Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceed One Thousand Dollars (\$1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) in Late Fees and Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager nor Special Counsel is authorized to waive any portion of the Fees or Costs of Collections. Should the Property owner desire a waiver of such Fees and/or Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the Board, Manager, the District's general legal counsel ("**General Counsel**") or Special Counsel, whether related to the Property in question or other properties within the District.

7. Payment Plans: The Manager and Special Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or Special Counsel elect not to enter into a payment plan with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

8. Acceleration and Decelerations of Fees: The District reserves the right to accelerate and call due an entire unpaid annual Fee on any delinquent account. Such acceleration shall result in the entire unpaid annual Fee being due to the District immediately. The District also reserves the right to decelerate any accelerated Fee.

9. Ratification of Past Actions: All acts, omissions, waivers and/or payment plans heretofore undertaken by the Manager or Special Counsel that would otherwise have been

authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

10. **Additional Actions:** The Board directs 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 this Resolution.

11. **Deviations:** The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

12. **Supersedes Prior Resolutions:** This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of Delinquent Fees and Charges, including the Prior Policy. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

13. **Severability:** If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

14. **Savings Provision:** The failure to comply with the procedures set forth herein shall not affect the status of the Delinquent Fees and Charges as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or Special Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the Delinquent Fees and Charges.

[Remainder of page intentionally left blank, signature page follows.]

APPROVED AND ADOPTED this April 12, 2024.

VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District





November 8, 2023

Via Email

White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Denver Office

Jeffrey B. Smith

Direct 303.991.2066

jsmith@altitude.law

Re: Altitude Community Law P.C. Legal Services Proposal for Metropolitan District

Dear Members of the Board:

Thank you for your interest in the legal services we can provide for your district. Enclosed are materials describing our experience, philosophy, services and fees. We offer a variety of fee programs, including flat fees and retainers, to suit the needs of individual districts. To determine what fee program may best suit your district, please give me a call after you have had a chance to review the enclosed material.

How we will work with you. Our experience enables us to partner with your metro district and your team to provide tailored, creative solutions that best meet the metro district's unique needs. As the trusted leader in community association law in Colorado, we have over 200 years combined experience and have successfully represented more than 2,500 associations. As many of the legal issues and practices of associations overlap with metro districts, we will apply the same expertise to your metro district. We make every effort to understand your issues and constraints and will alert you when we see an opportunity or potential problem that is beyond the metro district's immediate need, while keeping your budget in mind.

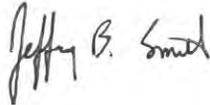
Value-added benefits of partnering with Altitude Community Law P.C. We are committed to providing our clients with up-to-date information, education and tools to help you govern your metro district proactively and positively. We offer education programs designed exclusively for board and committee members. While primarily for community associations, many of the same practice pointers apply to district board members. The 2023 education schedule is available on our website, www.altitude.law/education.

Next steps. If you desire to hire our firm, please complete and return the 2023 Legal Services and Fee Summary Agreement (starts on page 3). To take advantage of one of our retainer programs, check the appropriate retainer box on page 7.

November 8, 2023

Primary Attorney. If you decide to move forward with Altitude Community Law P.C., I will be your assigned Primary Attorney. As your primary attorney, my goal is to make sure your relationship with Altitude is as successful as possible. Feel free to contact me with questions or comments after you've had a chance to review the enclosed materials. We would be happy to attend a board meeting to meet you, listen to your concerns and discuss how we can assist your district.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey B. Smith". The signature is written in a cursive, slightly slanted style.

Jeffrey B. Smith
Altitude Community Law P.C.

JBS/ss
Enc.
07592006.DOCX



2023 NOTICE OF LEGAL SERVICES AND FEE SUMMARY

The following is a summary of fees and charges for legal services being offered by Altitude Community Law for 2023. For more details, contact your Primary Attorney or email us today at hoalaw@altitude.law.

Our retainer programs reduce your district's legal expenditures and simplify the budgeting process by establishing a fixed monthly fee. This fee purchases the essential legal services your district requires, making us available to you as needed. We offer three retainer packages to better fit your needs.

RETAINER SERVICES AND BENEFITS

For a monthly fee of \$230, retainer clients receive the following legal services and benefits without further charges:

Phone Calls. We will engage in unlimited telephone consultations with a designated board member or district manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

Reduced Hourly Rates. For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys and \$10 per hour less than our non-retainer rates for paralegals. No rate change for legal assistants.

In-Office Consultation. We will meet with a designated board member and/or the district's manager in our office for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

Attendance at Board Meeting. At your request, we will attend one board meeting per twelve-month period for up to one hour. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Audit Response Letter. We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review your annual financial audit upon completion.

Periodic Report. We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

DORA Renewal. We will prepare and file your renewal report with DORA if requested.

RETAINER PLUS SERVICES AND BENEFITS

For a monthly fee of \$300, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, Retainer Plus clients will receive the following additional services:

Email Consultations. We will engage in 30 (thirty) minutes of email consultations every month with a designated board member and the district's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

SB100 Policy Update. We will provide one free SB100 Policy update for your district.

Credit Card Payments. For Retainer Plus clients, we will accept homeowner payments via credit card.

PREMIUM RETAINER SERVICES AND BENEFITS

For a monthly fee of \$550, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer and Retainer Plus clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will communicate with your designated board member and the district's manager via email up to 60 (sixty) additional minutes every month which includes minor research.

Attendance at One Additional Board Meeting per Year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Other needed revisions to Policies required by new legislation reduced by \$100.

RETAINER SERVICES GENERALLY

Clients on retainer will remain on their chosen level of retainer until we are notified otherwise in writing.

FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The District will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The metro district understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2023 non-retainer clients are \$115 - \$155 for legal assistants/paralegals, \$330 - \$350 for attorneys. Non-retainer clients are billed hourly for all phone calls. Our attendance at meetings will be billed hourly. Our travel time to and from the attorney's primary office location will also be billed hourly if in-person attendance is requested instead of remote or virtual attendance.

TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files in an electronic format as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of ten (10) years, after which it may retain, destroy or otherwise dispose of them.

PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus, we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law, you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

GENERAL TERMS FOR ALL CLIENTS

We represent the district as a corporate entity. We will take our direction for work as instructed by the manager or the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long-distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expense incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the District, we retain the right to obtain any such recorded documents to supplement our file without the District's approval and at the District's cost. The District's cost will include, but not be limited to, hourly charges for procuring the documents and copying costs. In order to provide you with the most efficient and effective service we will, at all times, unless otherwise directed, work through your manager if appropriate.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail.

RESPONSE REQUIRED

If you desire to engage our services, please indicate below which type of service you prefer by checking the appropriate box, execute the acceptance and return it to us via mail, e-mail or fax.

Legal Services: (select one)

- Retainer Services
- Retainer Plus Services
- Premium Retainer Services
- Non-Retainer

Collection Services:

Please see attached Fee Structure

Billing Preference: (select one)

- Paper and Mailed
- Electronic and Emailed

Email address: _____

(please note, only one email address per management company or self-managed district will be used)

Agreed to and accepted this ____ day of _____, 20 ____.

Print District Name

By: _____
President/Manager



**EXHIBIT A TO LEGAL SERVICES AND FEE SUMMARY AGREEMENT
FOR 2023 LEGAL COLLECTION SERVICES**

Fee Structure

This is a flat fee agreement for collection services. The District will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The District understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The District has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the District terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the District, the District shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the District shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the District in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

Demand Letter - \$155

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or lender after the letter are billed hourly.

Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

Lawsuit: - \$455 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the District prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

Interrogatories - \$130

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the District. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

Contempt Citation - \$155

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

Garnishments - \$155 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the district. We will arrange for service of the necessary documentation and will monitor for responses.

Payment Plans - \$125-\$225 (each)

We will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner. We request that interest and late fees not be added to the ledger during payment plans, as long as the homeowner pays as agreed. Monthly payments amounts are calculated based on no additional interest or late fees being incurred during the payment plan.

Motions - \$150-\$250

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

Payoff Calculations - \$130

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

Monitoring Lender Foreclosure - \$220 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the district's rights and options throughout the process. Once a sale is completed, we advise the district of the new owner and the district's rights.

Monitoring Bankruptcy - \$230 Chapter 7; \$360 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Motion to Dismiss: \$595

Motion for Relief from Stay: \$795

Objection to Plan: \$395

All preparation for and appearances in court are charged on an hourly basis.

Assessment Increase Notice - \$395

We prepare notice to the bankruptcy court of any increase in the ongoing debt owed to the district upon receipt of notice from you, including filing a proof of claim and letter to the bankruptcy attorney or debtor.

Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the district hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the district if different action is necessary.

Receiverships (County Court) - \$450 initial, then hourly. Court costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend that foreclosure be considered as a viable collection remedy in all problem cases. Our fee is based on the complexity of your circumstances and should reflect the value you will receive from the monetary result of the foreclosure.

Lien Sales - \$500

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

Status Report - \$75/month (if not accessed electronically)

We provide online access to each district's collection status report. For more information please contact us. If your district chooses to have us prepare your status report, there will be a monthly fee.

Asset/Person Locations - \$25-100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.

Proposal for
Covenant Enforcement,
Foreclosure, and
Collection Services for

**CLIENTS OF WHITE BEAR
ANKELE TANAKA &
WALDRON**

November 10, 2022



November 10, 2022

Via E-mail (jwagner@wbapc.com)

Jon Wagner, Esq.
White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

Re: Covenant Enforcement, Foreclosure, and Collection Legal Services Proposal of Orten Cavanagh Holmes & Hunt, LLC

Dear Members of the Board:

Thank you for your interest in the legal services of Orten Cavanagh Holmes & Hunt, LLC. We understand that White Bear Ankele Tanaka & Waldron is seeking special counsel to conduct lien foreclosure, collection work, and prosecute covenant enforcement matters for its special district clientele (“Clients”). Based on this request, we are providing this proposal to share with your Clients.

Legal Services

Our firm has extensive experience in covenant and rule enforcement matters, from the demand letter stage through trial and appeal. We have a dedicated covenant enforcement department including a team of two attorneys and two paralegals. The department is headed by managing partner Jonah Hunt.

Our covenant enforcement team as well as our transactional attorneys regularly counsel clients on covenant matters even before the manager sends initial contact to the potential violator. We have found that these initial discussions help our clients identify potential roadblocks to enforcement so that they may be addressed proactively rather than as a defense in a litigation matter.

Our operating philosophy in these matters is to seek or induce voluntary compliance from the owner if at all possible. When voluntary compliance is not obtainable, we prosecute each case diligently to trial in order to obtain compliance.

Additionally, our firm’s collection team provides a full range of legal remedies available under the law. The department is headed by attorney Hal Kyles. Mr. Kyles has over twenty years’ experience doing plaintiff judicial foreclosure lien foreclosures and collection work throughout Colorado. He is well versed in Colorado foreclosure law including C.R.S. § 38-22-101, which is the enabling statute for special districts to foreclose their statutory liens.

Other services include judgment enforcement through wage and bank garnishment, writs of attachment, etc.

Our operating philosophy is to seek voluntary compliance and payment from the owner when possible. When not obtainable, we prosecute each case diligently to trial in order to recover all sums due to the district.

Engagement of our Law Firm

Foreclosure and collection services are provided on a fixed fee basis. A schedule of fees is included with this proposal. In the event a lawsuit is contested, hourly rates apply.

Covenant enforcement services are provided at an hourly rate. Our hourly rates for 2023 for our principal attorneys range from \$355 - \$385 per hour. The rates for associate attorneys range from \$250 - \$360, and the hourly paralegal rate is \$140.

We have included a general engagement agreement with the description of applicable legal services, but we are happy to provide tailored proposals and engagement agreements specifically for any of your Clients requesting foreclosure and collection services. We welcome any questions regarding our services or our proposed engagement agreement.

We look forward to the opportunity to assist any of White Bear Ankele Tanaka & Waldron's Clients with their covenant enforcement, foreclosure and collection needs.

Sincerely,

ORTEN CAVANAGH HOLMES & HUNT, LLC



Jonah G. Hunt
Managing Partner

Orten Cavanagh Holmes & Hunt recognizes that districts and their managers desire effective and expeditious resolution of covenant and rule violations.

Attorneys at our office have extensive experience in the covenant enforcement process. At every stage, our firm seeks compliance from the owner when possible. Sometimes, it only takes the act of handing the matter over to our attorneys to let the owner know that a district is taking the violation very seriously. A demand letter from our attorneys, which puts the owner on notice, frequently brings the matter to an early conclusion. Effective enforcement starts with communicating with the violator to try to get the violation corrected voluntarily.

Yet, a demand letter and/or notice of covenant violation is not always enough to accomplish compliance. At this stage we consult with the board and management on additional enforcement steps, including filing suit in either county or district court.

Our firm has an established track record of success in covenant enforcement lawsuits, including cases involving unusual or complex nuances, as well as those involving acrimonious owners.

We charge reasonable fees for preparation of demand letters, and when desired, to prepare and record notices of violation or to take the owner to court. We seek to collect attorney fees from the owner whenever possible, if appropriate given the context of the violation. However, compliance is first and foremost our main objective.

Covenant and Rule Enforcement Services

- Consultation with the board and/or management
- Document review and interpretation
- Covenant enforcement policy preparation or revisions
- Demand letters
- Notice of covenant violation – recorded against the owner’s real property
- Settlement stipulation - after demand letter
- County or District court lawsuits (typically injunctive in nature)
- Collection of monetary awards obtained in covenant enforcement litigation
- Credit reports or skip traces by the law firm
- Monthly status reports (no charge)
- Other miscellaneous covenant enforcement services

Orten Cavanagh Holmes & Hunt recognizes that districts and their managers desire effective and expeditious resolution of delinquency cases.

Our collection department has recovered over 5.1 million dollars in the preceding 18 months on behalf of our clients. This success is predicated on processes and procedures which have been refined over the years as well as a dedicated team of employees.

Our firm has an established track record of success in debt collection and foreclosure, including cases involving unusual or complex nuances, as well as those involving acrimonious owners.

Collection and Foreclosure Services

- Consultation with the board and/or management
- Document review and interpretation
- Collection policy preparation or revisions
- Demand letters
- Notice of lien – recorded against the owner’s real property
- Settlement stipulation - after demand letter
- District court foreclosure lawsuits
- Coordination and scheduling of foreclosure sales
- Deed preparation and recording
- Eviction
- Collection of monetary awards obtained
- Credit reports or skip traces
- Monthly status reports (no charge)
- Other miscellaneous collection services

Foreclosure of Lien

- Intent to Foreclose Letter – \$175
- Judicial Foreclosure Lawsuit & Lis Pendens - \$1,200
- Clerk’s Default/Dismissal - \$95 per Defendant
- Settlement Stipulation to Suspend Foreclosure - \$300
- Stipulated Motion Regarding Lien Priority - \$220
- Final Judgment and Decree - \$750
- Sheriff’s Sale Package - \$700
- Bid Letter - \$250
- Eviction Notice - \$110
- Eviction Lawsuit - \$460
- Deed Preparation - \$250
- Service by Publication - \$180
- Other Motions – Hourly
- Appearances – Hourly
- Cure Statement - \$200

Demand Letters and Notice of Lien

- Intake on Referrals – No Charge
- Review Title Report - \$50
- Notice of Lien - \$195
- Demand Letter - \$175
- Combined Demand Letter, Notice of Lien and Ownership & Encumbrance Report - \$380
- Follow Up, Reminder Letters or Default Notice - \$70
- Payment Plan - \$150 (Limited to term of 3 months)

Receiverships

- Receivership - \$500
- Court Ordered Case Status Report - \$130
- Monitor Receiver Compliance – Hourly

County Court Lawsuits

- Lawsuit – \$460
- Settlement Stipulation:
 - Term 12 Months or Less - \$250
 - Term Over 12 Months - \$350
- Combination Settlement Stipulation & Lawsuit - \$600
- Interrogatories or Contempt Citation - \$175
- Wage Garnishment - \$300
- Bank Garnishment - \$300
- Issuance of Bench Warrant - \$170
- Notice of Bench Warrant - \$100
- Obtaining Transcript of Judgment - \$50
- Appoint Military Counsel - \$170

Public Trustee Foreclosures by First Lien Lenders

- Monitor Lender Foreclosure - Hourly
- Bank as New Owner Notice Letter - \$70
- Intent to Redeem - \$250

Owner Bankruptcies

- Transfer of Claim - \$150
- Review of Bankruptcy and Ongoing Monitoring - \$300
- Proof of Claim - \$230
- Objection - \$230
- Relief from Automatic Stay - \$420
- Dismissal - \$320
- Appearances – Hourly

Miscellaneous Collection Services

- Lien Payoff - \$130
- Pending Sale Payoff - \$260
- Revised Payoff Letter - \$100
- Debt Verification Letter – No Charge
- Credit Reports or Skip Trace - \$75
- Response to a Fair Debt Collection Practices Act Dispute or DORA Dispute – Hourly
- Ledger Rebuilding – Hourly
- Release of Notices of Liens Filed by Others - \$80
- Entry of Appearance - \$110
- Monthly Status Reports – No Charge for Online Access
- Lien Assignments - \$500

Collection Costs

Costs are borne by the District.

TERMS

Thank you for selecting Orten Cavanagh Holmes & Hunt, LLC (the “Law Firm”) to provide legal services as requested by the District. Requests for services may be made by the District’s manager or staff, or a designated board member liaison. The following includes the District’s terms of engagement of the Law Firm. Please note that this agreement becomes effective when the Law Firm receives a duly signed copy of the agreement and the Law Firm is not required to provide professional until such receipt.

Representation of the District - The Law Firm represents the District. The Law Firm’s professional responsibilities, and those of its attorneys and paralegals, run to the District. The Law Firm does not represent the board of directors, any individual board members or officers, the manager, the management company, or owners within the District, unless expressly authorized by the District and agreed to by the Law Firm. It is agreed to that the Law Firm will also communicate with and liaise with the District’s general counsel law firm, White Bear Ankele Tanaka & Waldron, as needed or requested.

Law Firm Responsibilities - The Law Firm will provide legal counsel and assistance on matters referred to us. We will rely upon information and guidance the District provides. We will keep the District reasonably informed of progress and developments and respond to its inquiries.

District Responsibilities - In order to enable the Law Firm to provide legal services, the District agrees to disclose fully and accurately all facts and keep our Law Firm apprised of all developments relating to matters referred. The Law Firm has the right to rely on ledgers, information, and documents provided by the District or its agents. The District is responsible for any damages incurred that result from providing inaccurate information or documents.

The District agrees to cooperate fully as needed and to be available to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to matters referred.

Fees of the Law Firm- For services not covered by a specific flat fee, hourly rates apply. The hourly rates for the Law Firm’s professionals range from \$355 - \$385 for principals, \$250 - \$360 for associates, and \$140 for paralegals.

Costs - The District authorizes the Law Firm to advance costs and expenses on its behalf as the Law Firm deems advisable. These advanced costs will be billed to the District monthly for reimbursement. Example expenses may include court costs, fees, service of process costs, title company costs, recording fees, or other expenses. Photocopy costs for litigation services or extraordinary projects will be billed at \$.15 per copy. Mailing costs for extraordinary projects will be billed per item.

Travel - Travel time is billed at ½ the hourly rate from the Law Firm’s Denver or Colorado Springs office. In the event travel extends beyond Denver and Colorado Springs, mileage is charged at IRS rates.

Credit Card or Other Payment Charges - If assessment collections are referred, the District’s general file is billed the merchant charges for the cost and convenience of accepting payments from owners by credit card, ACH, or otherwise. These fees are not chargeable to the accounts of owners.

Billing and Payment - Our fees are not contingent unless the Law Firm is engaged under an agreement providing for contingent payment. If the Law Firm has not received any comment about a statement within 30 days of its receipt, it assumes the District found it acceptable.

Payment is due 30 days from the date of the statement. Services are billed based on hourly rates or specific fee agreements. Invoices for hourly services will show the time spent performing services billed in tenth-of-an-hour increments, with a minimum charge of one-tenth.

Interest, at the rate of 18% per annum, is payable after 60 days.

In the event the Law Firm files suit to recover unpaid legal fees, the prevailing party is entitled to its attorney fees.

Attorney-Client Communication - Our communications and statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the District, board members, officers and any manager or management company sees the privileged material, we recommend that you keep all such communications and statements in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Estimates of Fees for Services - From time to time, the District may ask the Law Firm to make an estimate of the fees for completing all or part of a matter. Because it is often difficult to estimate how much time it will take to complete it, the Law Firm treats any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise the District when nearing the estimated price, and will also advise if we become aware that the estimate may be exceeded. At that time, the District may decide whether to terminate work on the matter, modify the referral, or proceed to completion with a different cost estimate.

Files at the Law Firm - The Law Firm maintains the District's files in electronic format. The District authorizes the Law Firm to digitize documentation received and destroy paper versions of any document if, at the discretion of the firm, they are no longer necessary to retain. The Law Firm will retain and will not destroy original documents specifically entrusted to us for continued retention as part of our services.

The District further agrees that the Law Firm may retain, destroy, or otherwise dispose of all or any portion of the files 10 years after services were provided on that matter without further notice, provided there are no pending or threatened legal proceedings known to the Law Firm's attorneys that relate to the matter, and its attorneys have not agreed to the contrary. If the District desires to have the electronic file returned to it, please notify the Law Firm of this request within 90 days of execution of this agreement.

Upon request, once all of the Law Firm's fees and costs are paid, the Law Firm will transfer files to another law firm or return files to the District.

No Guarantee - The Law Firm will perform professional services on the District's behalf to the best of its ability, but cannot make and have not made any guarantees regarding the outcome of the work. Any expressions by the Law Firm or its employees about the outcome are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Completion of Matter - After a particular matter is completed, the Law Firm does not (unless the District specifically requests in writing that we do so) undertake to continue to review that matter and update the District concerning legal developments, such as changes in applicable laws or regulations. If the District does ask us to review a specific matter on which we have previously worked, we consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant, we are not undertaking to do so as a part of our representation.

Termination of the Law Firm - The District's engagement of the Law Firm may be terminated at any time, by either party. Upon termination, all amounts due and owing and incurred in withdrawing from representation of the District are to be paid upon receipt.

Spencer Fane Team

Covenant Enforcement Team



Jamie N. Cotter

Partner

Denver, CO
303.839.3826
jcotter@spencerfane.com

Law School:

University of Denver
Strum College of Law (2008)

Jamie is a co-leader of Spencer Fane's firmwide Litigation & Dispute Resolution practice. She focuses much of her practice helping municipal, special districts and other quasi-governmental entities that are facing litigation by advising them on how to pursue or defend against claims so that they can move through the litigation process as efficiently and successfully as possible. She has a keen understanding of the specific laws affecting these entities and represents them in the district court and appellate court level. Jamie has represented special districts with respect to covenant enforcement and foreclosure actions across Colorado.



Jacob Hollars

Associate

Denver, CO
303.839.3707
jhollars@spencerfane.com

Law School:

St. Louis University School of Law
(2014)

Jacob is a litigator specializing in real estate, special district, and commercial matters. Jacob represents his clients in commercial disputes, such as breach of contract and real estate matters, and assists them in protecting their business. In addition, Jacob has experience representing contractors in construction defect claims and insurers in coverage disputes involving bad faith claims. Jacob has represented special districts with respect to covenant enforcement and foreclosure actions across Colorado.



Lauren A. Taylor

Associate

Denver, CO
303.839.3711
ltaylor@spencerfane.com

Law School:

University of Iowa College of Law
(2018)

Lauren focuses her practice on helping clients navigate complex litigation, bringing specific experience in construction, intellectual property, and corporate matters. In addition, she has experience representing special districts in various matters throughout the state.



Jose A. Castro

Associate

Denver, CO
303.839.3717
jcastro@spencerfane.com

Law School:

University of Wisconsin (2019)

Jose is a full-service litigator who represents public, private, and corporate clients with all of their litigation needs. Jose focuses his practice on real estate, special district, and commercial matters, bringing experience handling cases in federal, state and administrative forums, and handling matters with a focus on efficiency and communicative client service.

Spencer Fane Team



Sarah Estlund

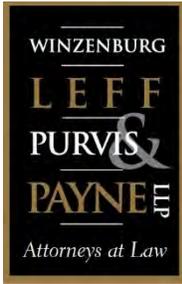
Paralegal
Kansas City, MO
816.292.8219
sestlund@spencerfane.com

Education:
University of Iowa, BA (1999)

Sarah actively participates in all areas of real estate, commercial lending, financial services, and new market tax credit work, from initial structuring and drafting of loan documents, due diligence review, public records searches, maintaining closing checklists and participating in closing conference calls, facilitating the closing process and managing post-close items such as obtaining and reviewing recordable documents and loan policies. She creates entities, drafts initial formation and organizational documents, and regularly conducts UCC, litigation and bankruptcy searches, providing analysis and summary of the results. She prepares and files UCC financing statements, amendments and assignments with secretaries of state and county recorders of deeds nationwide. She assists attorneys representing banks, borrowers, developers, creditors, receiverships, and trustees.

Spencer Fane Proposal for District Collection, Covenant Enforcement and Litigation

Phase	Activity	Resource	Rate	Hours	high	Cost (low)	Cost (High)
Collection	Analyze district rules and regulations on collections	Attorney	No Charge				
	Enter deadlines and requirements into system	Paralegal					
	Receive file, establish settlement authority	Attorney	\$440	1.0	1.0	\$440	\$440
	Initial Demand letter	Paralegal	\$275	0.5	1.0	\$138	\$275
	Final Demand Letter	Paralegal	\$275	0.5	1.0	\$138	\$275
	Record statement of lien	Paralegal	\$275	0.5	1.0	\$138	\$275
	Negotiate Settlement/ document settlement plan	Attorney	\$440	1.0	3.0	\$440	\$1,320
	Tracking settlement plan adherence	Paralegal	\$275	1.0	3.0	\$275	\$825
Collection	Subtotal*					\$1,568	\$3,410
Covenant Enforcement	Review and analyze district rules and regulations on covenant enforcement	Attorney	No Charge				
	Enter deadlines and requirements into system	Paralegal					
	Fee Assessment	Attorney	\$460	0.5	1	\$230	\$460
	Review and analyze enforcement	Attorney	\$460	0.5	1	\$230	\$460
	Notice of violation	Para	\$275	0.5	1	\$138	\$275
	Information gathering	Para	\$275	0.5	1	\$138	\$275
	Initial Demand	Para	\$275	0.5	1	\$138	\$275
	Follow up demand	Para	\$275	0.5	1	\$138	\$275
	Internal Appeal process	Attorney	\$460	1	6	\$460	\$2,760
	Record of Statement of Lien	Para	\$275	0.5	1	\$138	\$275
Complaint	Attorney	\$460	1	2	\$460	\$920	
Covenant Enforcement	Subtotal*					\$2,068	\$5,975
Foreclosures	Title Work	Paralegal	\$275	0.5	1.0	\$138	\$275
	Preliminary Analysis	Attorney	\$440	1.0	1.0	\$440	\$440
	Complaint	Attorney	\$440	1.0	2.0	\$440	\$880
	File Complaint	Paralegal	\$275	0.5	1.0	\$138	\$275
	Serve Complaint	Paralegal	\$275	0.5	1.0	\$138	\$275
Litigation	Subtotal*					\$1,293	\$2,145
Contested Litigation	Litigation	Sr. Associate**	\$450	TBD			
	Litigation	Sr. Partner**	\$450				
	Litigation	Paralegal	\$275				
*Estimate for discussion purposes only; Spencer Fane will be willing to discuss flat fees or project caps based on expected volume and after establishing criteria for situations requiring carveouts.							
**Blended rates							



MARCI M. ACHENBACH
machenbach@wlpplaw.com
www.cohoalaw.com

November 23, 2022

Via e-mail to: jwagner@wbapc.com

Board of Directors
c/o Jon Wagner
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, #2000
Centennial, CO 80122

Re: Proposal for Legal Services

Dear Members of the Board of Directors:

For over 40 years Winzenburg, Leff, Purvis & Payne, LLP has specialized in representing community associations and metropolitan and special districts throughout the Denver metropolitan, and Colorado Front Range and mountain areas. We offer our proposal to undertake covenant enforcement and fee collection matters as special legal counsel to the District.

Why Choose Us?

We know that you have several options of law firms that provide legal services to your community. We believe the provision of legal services still requires, and best serves the client, when there is a professional relationship between the client and the lawyer and the lawyer is responsive to the needs of the client. That professional relationship develops over time, but is furthered when certain characteristics exist. Those characteristics include the following:

CLIENT SATISFACTION IS OUR TOP PRIORITY

At Winzenburg, Leff, Purvis & Payne, client satisfaction is our top priority. We promptly return all phone calls, work with you to determine deadlines and meet those deadlines, and provide timely status reports for collection accounts and covenant violation matters. Our attorneys are always available to speak to you concerning legal issues that matter to you.

TRUST

We strive to create a relationship with our clients based on trust. You can trust us to:

- know the law relating to communities, covenant enforcement, and collections, without having to learn at your expense
- represent the District's best interests
- provide timely and effective representation
- provide sound, practical advice along with our legal advice



Focused on Communities

8020 Shaffer Parkway, Suite 300
Littleton, Colorado 80127
303.863.1870
Fax 303.863.1872



Winzenburg Leff Purvis & Payne, LLP

Districts

November 23, 2022

Page 2 of 2

- not sell you unnecessary services

SUPERIOR EXPERIENCE

We have substantial experience in representing common interest communities throughout Colorado in collecting delinquent assessments, dues, fees and other charges, as well as enforcing their restrictive covenants and rules and regulations. Because you already have general counsel for matters such as budgeting, meetings, and governance, our proposed services are limited to covenant enforcement and fee collection matters working in concert with your general counsel.

AFFORDABLE COST

We are committed to providing the highest level of personal attention to our clients in the most economically efficient manner. We will work with you to determine your specific needs and devise a plan to meet these needs within your budget. Our general fee collection schedule includes numerous fixed fees, as you can see in the attachment. Covenant and rule enforcement matters require a more variable time commitment, and our fees for such matters are billed hourly at the following rates: from \$225 to \$360 per hour for our attorneys, \$140 per hour for law clerks (when available), and \$110 per hour for our paralegals.

Please do not hesitate to call if you have any questions regarding our fees, services, or any other specific issues. We welcome the opportunity to serve the District.

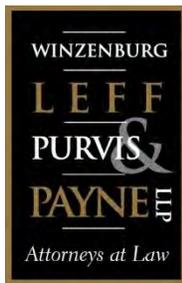
Very truly yours,

WINZENBURG, LEFF, PURVIS & PAYNE, LLP

LSS/kw

Encl.

P.S. This proposal and the enclosures, including our fee schedules, contain proprietary and confidential information to be shared only with the Board of Directors and manager.



2023 TRADITIONAL FEE SCHEDULE DISTRICT CLIENTS

COUNTY COURT COLLECTION FEE SCHEDULE	
County court services will be billed on a monthly basis at fixed fees or hourly rates as they are incurred as follows:	
FEE	SERVICE
No charge	Open and prepare collection file.
No charge	Prepare, update and send monthly status reports to the District.
\$150.00	Fixed fee to review owner account documents, calculate balance due, and prepare and send a demand letter to owner. A \$50.00 additional fee if owner is foreclosing lender.
\$100.00	Fixed Fee to prepare and send debt verification letter to owner after the demand letter expiration date.
\$60.00	Fixed Fee to prepare and send payment reminder letter to owner.
\$175.00	Fixed Fee to prepare and send payment plan agreement to owner prior to initiation of a lawsuit. A monitoring fee of \$15.00 per month will be charged to monitor payments due under the payment plan.
\$75.00	Fixed Fee to prepare and send notice of default letter to owner in the event owner does not comply with the provisions of pre-lawsuit payment plan agreement.
\$425.00	Fixed Fee to: <ul style="list-style-type: none"> • Review file upon expiration of demand letter; • Communicate with District in obtaining ledger; • Reconcile account balance; • Prepare initial County Court Summons and Complaint and Exhibits (“lawsuit”); • Send lawsuit to process server and follow up communications with process server; • E-file lawsuit with Court; • Review file and reconcile account in preparation for Court return date; • Complete docket sheet and appear and travel to/from Court if required; • Review Colorado Courts E-Docket to ascertain if Answer filed by owner; Review Colorado Courts E-Docket to confirm accuracy of judgment entered.
\$75.00	Fixed fee to prepare and file Affidavit of Attorneys’ Fees and Costs with Court for Court return date.
\$125.00	Fixed Fee to prepare and e-file Motion for Default Judgment against owner and to prepare and e-file Affidavit of Attorneys’ Fees and Costs and other supporting documents in support of Motion.
\$250.00	Fixed Fee to negotiate and prepare Settlement Stipulation after the initiation of the lawsuit and prior to an Answer being filed. Fixed Fee includes preparation and filing of Certificates of Mailing and Motion to Dismiss upon compliance with Settlement Stipulation. A





	monitoring fee of \$15.00 per month will be charged to monitor the payments due under the Settlement Stipulation.
\$100.00	Fixed Fee to prepare and send owner Notice of Default in Settlement Stipulation.
\$125.00	Fixed Fee to reconcile the account balance and to prepare and file Motion for Entry of Judgment upon default under the Settlement Stipulation, Affidavit of Fees and Costs and Proposed Order.
\$75.00	Fixed Fee to prepare and send notice of judgment letter to owner.
\$125.00 per owner	Fixed Fee to prepare and file post-judgment interrogatories. Fixed fee includes arranging service on owner and monitoring for an Answer within the deadline provided.
\$125.00	Fixed Fee to prepare and file Motion for Contempt Citation, Proposed Citation and Proposed Order.
\$200.00	Fixed Fee to prepare and file Writ of Garnishment. Fixed fee includes arranging service on the Garnishee, monitoring for an Answer within the deadline provided, monitoring for payments due under the Garnishment, forwarding payments to the District and preparing Notice of Release of Garnishment.
\$175.00	Fixed Fee to negotiate and prepare post-judgment payment plan agreement. A monitoring fee of \$15.00 per month will be charged to monitor payments due under the agreement.
\$225.00	Fixed fee to prepare letter to court requesting transcript of judgment, e-record transcript of judgment in county records, to prepare letter to court requesting certificate of satisfaction of judgment, prepare and e-file satisfaction of judgment with court, prepare and e-record certificate of satisfaction of judgment in county records.
\$100.00	Fixed Fee to reconcile account ledger, calculate balance owed after judgment has been satisfied and to prepare and send letter to owner regarding account balance following Satisfaction of Judgment.
\$100.00 each	Fixed Fee for computerized skip tracing and investigation, credit report and analysis or box breaker.
\$150.00	Fixed Fee to prepare payoff calculation letter (a rush fee of \$75.00 is added if the payoff is required within 48 hours of request).
\$30.00	Fixed Fee to review ownership and encumbrance report.
\$50.00	Fixed Fee to review the accuracy of assessment lien not prepared by our office.
\$30.00 each	Fixed Fee to conduct foreclosure, military or bankruptcy search in preparation for lawsuit.
\$195.00	Fixed Fee to review ledger and calculate super lien, and to prepare and send super lien demand letter to first deed of trust holder. Fixed fee includes monitoring of public trustee foreclosures up to nine months. Monitoring of public trustee foreclosures over nine months will be charged at our hourly rates.
\$600.00	Fixed Fee to obtain and review ledger, calculate balance and prepare and file Notice of Intent to Redeem with supporting documents.
\$150.00	Fixed Fee to review, analyze, and outline recommendations for possible judicial foreclosure.
\$150.00	Fixed Fee to prepare and file Probate Claim.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.



BANKRUPTCY FEE SCHEDULE

All fees for bankruptcy services will be billed on a monthly basis at fixed fees or hourly rates as follows:

FEE	SERVICE
\$175.00	Fixed Fee to prepare Entry of Appearance in a Chapter 7 bankruptcy case.
\$250.00	Fixed fee to prepare and file Entry of Appearance and a Proof of Claim in a Chapter 13 bankruptcy case.
\$350.00	Fixed Fee to prepare and file Motion to Dismiss a Chapter 13 bankruptcy case with supporting documents for owner's failure to make plan payments.
\$375.00	Fixed Fee to prepare and file Motion for Relief from Bankruptcy Stay with supporting documents.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.

DISTRICT COURT JUDICIAL FORECLOSURE FEE SCHEDULE

All fees for foreclosures will be billed on a monthly basis at fixed fees or hourly rates as follows:

FEE	SERVICE
\$2,000.00	Fixed Fee to initiate foreclosure which includes ordering a Litigation Guarantee from a title company, reviewing title to the property, preparing and filing a Summons, Complaint in Foreclosure and Lis Pendens, preparing instructions for service of process on all appropriate parties and verifying service of process.
\$300.00	Fixed Fee for preparation and filing of Motion for service of process by publication per party with supporting documents.
\$100.00	Fixed Fee for preparation and filing of a Motion for Clerk's Default.
\$650.00	Fixed Fee for preparation and filing of Motion for Judgment with supporting documents.
\$225.00	Fixed Fee to negotiate and prepare a Settlement Stipulation. A monitoring fee of \$15.00 per month will be charged to monitor the payments due the Settlement Stipulation.
\$125.00	Fixed Fee to prepare and send a notice of default letter for failing to comply with the Settlement Stipulation.
\$195.00	Fixed fee to prepare letter to court requesting transcript of judgment, e-record transcript of judgment in county records, and to prepare letter to court requesting certificate of satisfaction of judgment, prepare and e-file satisfaction of judgment with court, prepare and e-record certificate of satisfaction of judgment in county records.
\$650.00	Fixed Fee for preparation of all pleadings and documents to commence Sheriff's Sale.
\$400.00	Fixed Fee for preparation of bid and supporting documents to complete Sheriff's Sale.
\$350.00	Fixed Fee for preparation of cure statement for Sheriff's Sale.
\$250.00	Fixed Fee for preparation and filing of pleadings for dismissal of district court lawsuit and request for discharge of Lis Pendens in judicial foreclosure.
\$500.00	Fixed Fee for foreclosure related negotiations with investors and preparation of Assignment of Lien.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.



RECEIVERSHIP FEE SCHEDULE	
All fees for receiverships will be billed on a monthly basis at fixed fees or hourly rates as follows:	
FEE	SERVICE
\$1,100.00	Fixed Fee for preparation of all pleadings for the appointment of a receiver, review of Order approving receivership and initial follow-up with receiver.
\$300.00	Fixed Fee for preparation and filing of Motion for service of process by publication per party with supporting documents.
\$500.00	Fixed Fee for preparation and filing of Motion for Judgment with supporting documents.
\$100.00	Fixed Fee for preparation and filing of a Motion for Clerk's Default.
\$195.00	Fixed Fee to negotiate and prepare a Settlement Stipulation. A monitoring fee of \$15.00 per month will be charged to monitor the payments due under the Settlement Stipulation.
\$125.00	Fixed Fee to prepare and send owner notice of default letter for failing to comply with the Settlement Stipulation.
\$195.00	Fixed fee to prepare letter to court requesting transcript of judgment, e-record transcript of judgment in county records, and to prepare letter to court requesting certificate of satisfaction of judgment, prepare and e-file satisfaction of judgment with court, prepare and e-record certificate of satisfaction of judgment in county records.
\$250.00	Fixed Fee for preparation and filing of pleadings for dismissal of lawsuit and request for discharge of receiver.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.

Costs (e.g. ownership and encumbrance reports, service of process charges, court filings, document recording fees, etc.) are billed on a monthly basis and due and payable upon receipt of the invoice. There is no charge on general collection matters for photocopies, postage, long distance phone calls, incoming or outgoing faxes, and preparation of monthly status reports.

The following are our **2023 hourly rates**:

Marci M. Achenbach	\$240.00 per hour
Amanda M. Doherty	\$225.00 per hour
Molly Foley-Healy	\$375.00 per hour
Zachary A. Goldberg	\$280.00 per hour
Travis B. Keenan	\$350.00 per hour
Suzanne M. Leff	\$340.00 per hour
Kimberly A. Porter	\$350.00 per hour
Brianna L. Schaefer	\$325.00 per hour
Lindsay S. Smith	\$340.00 per hour
Wendy E. Weigler	\$340.00 per hour
Law Clerk (if available)	\$140.00 per hour
Paralegals	\$110.00 per hour





7357 Cole View, Colorado Springs, CO 80915

Phone : 719-331-4773

Email: cole.reynolds @brightview.com

Custom Landscaping Services for Vistas at West Mesa



Prepared for:

Heather Smith

Proposal Issued: 4 /22/2024

Dear Heather,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal to professionally manage the landscape responsibilities for Vistas at West Mesa.

We have enjoyed and appreciate the time you have taken to get to know our team and our operation. We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit your specific needs.

We have reviewed every aspect of your site and considered all resources we feel will be required to serve you and your residents and to exceed your expectations. There are a few key areas we have dedicated thought towards, they include:

- Maintaining a level of consistent quality service throughout the growing season.
- Proactively reviewing the property and opening for discussion any areas of concern or potential improvement.
- Making sure tasks are completed on time and to the satisfaction of the residents of the property, IE spring clean ups, fall clean ups and pruning.

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maximize your investment, support your needs, and provide a welcoming environment for everyone - employees, residents, and visitors.

Vistas at West Mesa is an exceptional property, and it is understood that the quality of our landscape and snow presentation and the thoroughness of our plan are integral to ensuring that you keep all your residents happy. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution.

Sincerely,

Cole Reynolds

Cole Reynolds

719-331-4773

Cole.reynolds@brightview.com



The Bright View Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

- Landscape Architecture & Planning*
- Design Build*
- Program Management*

DEVELOP

Seamless project delivery that meets your goals, on - time and on - budget.

- Planting*
- Hardscaping*
- Pools & Water Features*
- Tree Growing & Moving*

ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

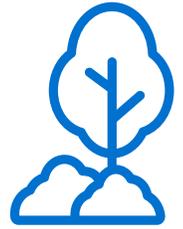
- Enhancements*
- Sustainability*
- Water Management*

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

- Landscape & Tree Care*
- Snow & Ice*
- Exterior Maintenance*





Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

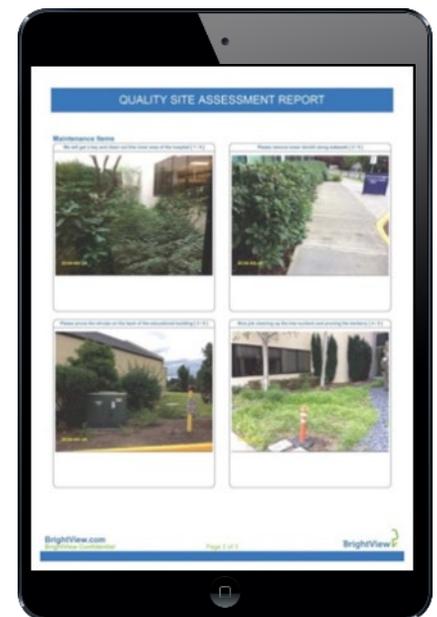
Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success





Delivering on Our Promise

We consider **communication** to be the key component of success with all our clients. That is why we take it very seriously.

Throughout a partnership with BrightView, you can expect that we will deliver effective and proactive communications with you.

We have developed a systematic approach to ensuring that our clients are kept in the loop with all aspects of their landscaping services. We have several resources that we leverage to make sure we keep lines of communication flowing.



We make communication a priority and believe it is the key to delivering you the highest quality service, but also building a strong and lasting partnership. Our tools were created to ensure we maintain proactive and transparent lines of communication.

Account Manager



**DEDICATED
ACCOUNT MANAGER**

- Your go-to person for everything pertaining to your landscaping
- A knowledgeable and trained professional to help ensure your property shines
- Monthly QSA's to ensure nothing is falling through the cracks and proactive bids for extra work



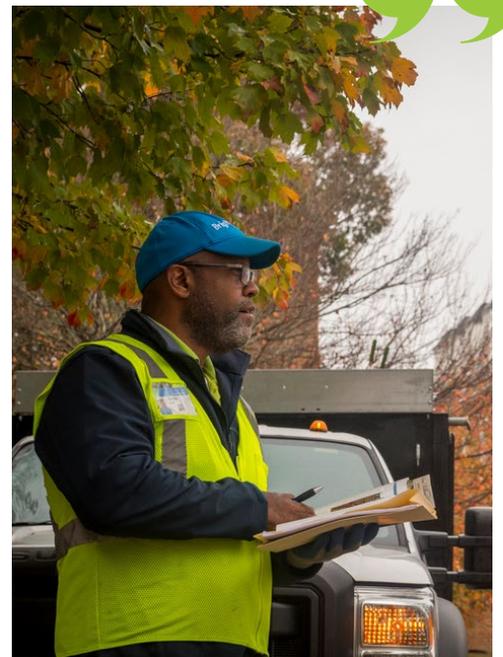
REGULAR VISIBILITY

- Review expectations
- Business reviews
- Scheduling and mapping services
- Regular visibility with your key stakeholders



**CUSTOMER
SATISFACTION
SURVEYS**

- Two times a year to drive engagement
- Understanding how we are performing
- Survey results help us have learn make changes to meet your expectations



Committed to Safety, Everyday



BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.



Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

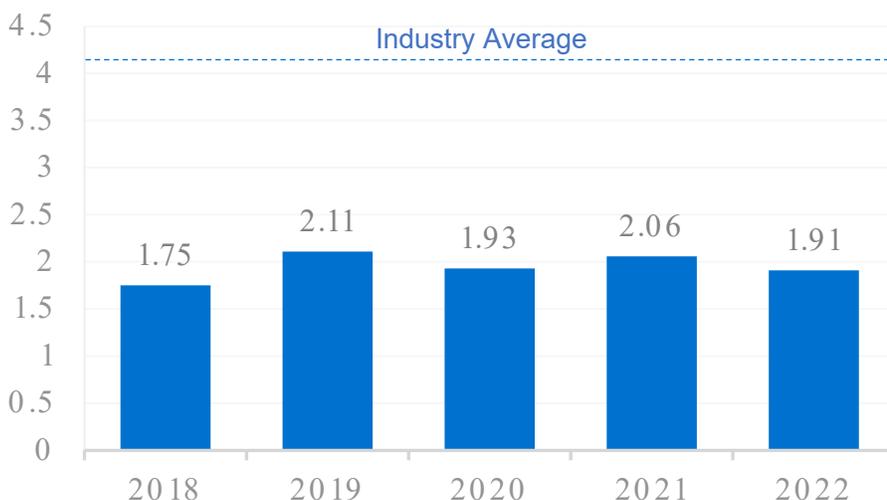


Personal Protective Equipment

Proper PPE is required of all team members engaged in jobsite production activities.

OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.



Your Transition to BrightView

By selecting BrightView, you will find an experienced partner who will provide experts in many disciplines, each dedicated to your needs. In your first 180 days of service, you can reliably expect the following:

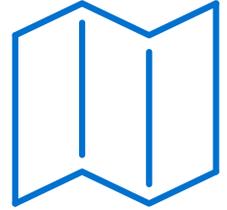
- PRE-SERVICE**
 - Branch planning meeting
 - Identify and mitigate any safety hazards
 - Meet your Client Service Team
 - Establish communication, reporting expectations & preferences
 - Individual site planning
- 30 DAYS**
 - Initial site walk - through
 - Week 1 Alignment Check
 - Week 2 Alignment Check
 - 30 Day Alignment Check
 - Receive first invoice
- 60 DAYS**
 - Site walk of facility
 - Receive Customer Satisfaction Survey
 - Review survey responses with your Client Service Team
 - Align and strengthen areas in need of improvement
- 90 DAYS**
 - Site walk of facility with your Client Service Team
 - Review 90 Day Follow - up Partnership Transition Guide
 - Check progress and/or completion of key site initiatives
- 180 DAYS**
 - Business Review: Client, Account Manager, Branch Manager
 - Confirmation of team exceeding expectations, developing partnership
 - Review/Update Client Partnership Plan for following season



It is my job to ensure a smooth transition for our Clients and our Team. With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

Dwight Smith
Branch Manager





Landscape Site Map

Our team has developed a custom takeoff map of your property to ensure that we are aligned on your properties service needs and areas of focus.





NES, Inc.
141 N. Lincoln Avenue, Suite 100
Colorado Springs, CO 80905
Tel: 719.421.0005
Fax: 719.421.2362
www.nesusa.com
info@nesusa.com



COLORADO SPRINGS
Approved
01/20/2022
10:48
dgould

VISTAS AT WEST MESA

FINAL LANDSCAPE PLAN
1/10/2022

ENTITLEMENT

- Turf
- Rock Bed
- Mulch Bed
- Native



Services Summary

Service	Frequency	Notes
Turf Mowing	26	Mowing of all turf
Native Mow	2	Mowing of all native
String Trim Turf	26	String trim all turf
Gran Fert Liq Pre- E Liq Post- E	3	This is fertilization program, one slow release with spot treatment throughout season.
Aerate Turf	1	Aerate all turf on property
Hard Edge Curbs & Walks	5	Hard edge of sidewalks
Blow/Clean - up	26	Blowing cleanup after each mow
Weed Beds Weekly	26	Weekly bed maintenance
Pre- emerge Beds	1	Weed control for all beds
Fluff/Rake Beds	1	Maintain mulch beds
Spray Beds Post - Emergent	26	Spot spraying of beds weekly
Prune Shrubs	2	Spring/summer prune of all shrubs on property
Prune Ornamental Grasses	1	Prune of ornamental grasses on property at start of season.
Perennial Care	1	ds
Start Up Irrigation	1	Startup of system
Inspect Irrigation	26	Inspect sprinkler heads, look for dry spots and stressed area, check irrigation system as needed.
Winterize Irrigation	1	Blow out of irrigation system
Spring Clean - up	1	Cleanup for spring
Fall Clean Up	2	Removal of leaves and general clean-up of property in fall season.
Police Grounds	26	Police grounds and remove trash
Spray Cracks/Curbs Post emergent	5	Spraying cracks and curbs to prevent weed growth
Travel and Load	29	Travel and unloading time for crew to get to job and get set up
Annual Cost: \$10,967.07		Monthly cost 8 months: \$1,370.88
Additional Services (Above Contract Cost)	Frequency	Cost
Irrigation Repairs	As Needed	\$75 per hour + materials.
Emergency Irrigation Repairs	As Needed	\$150 per hour for emergency (after hour) irrigation repairs
Not to Exceed		\$600

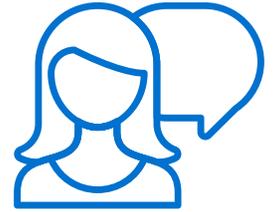


Services Summary-Snow

Below is a breakdown of the anticipated costs for snow removal associated with servicing your property. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Service Unit/Description	Unit	Minimum Charge	Price
Truck with Plow	Hr	1 Hr	\$131.00
Truck with Spreader/Sprayer	Hr	1 Hr	\$131.00
Skid Steer	Hr	4 Hrs	\$168.00
Back How/Loader less than 3CY	Hr	4 Hrs	\$252.00
Hauling/Relocating Snow	Hr	1 Hr	\$166.00
Crew Member	Hr	1 Hr	\$69.00
Bag Ice Melt	50 Lbs	1 Bag	\$54.00
Ice Slicer	Ton	1 Ton	\$305.00
Liquid Deicer	Gal	1 Gal	\$10.00
Front End Loader	Hr	4 Hr	\$321.00
Utility Vehicle / Snowrator	Hr	1 Hr	\$115.00
ATV	Hr	1 Hr	\$105.00



Client References

In our effort to provide the best possible landscape & snow removal services, our customers have become raving fans. But don't take our word for it. Ask them yourself!



Banning Lewis Ranch Metro District
Colorado Springs, CO
Josh Miller
719-284-7226
Josh.miller@claconnect.com



Pinon Sun Condos OA
Colorado Springs, CO
Kelli Chavez
719-757-0043
kchavez@msiho.com



Amazon Den4, DCS3
Colorado Springs, CO
Matt Formisano
757-416-8843
mformisa@amazon.com



Fedex Colorado Springs
Colorado Springs, CO
Mary Moffett
719-484-2121
Mary.moffett@fedex.com

Thank you for the
opportunity to
present our
landscape solution.

Should you have any questions, please
don't hesitate to reach out.

Cole Reynolds, Business Developer
Cole.reynolds@BrightView.com
719-331-4773





MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: DISTRICT MANAGER
SUBJECT: WEBSITE ACCESSIBILITY MEMORANDUM
DATE: MAY 16, 2024
CC: LEGAL COUNSEL

RULES ESTABLISHING TECHNOLOGY ACCESSIBILITY STANDARDS - 8 CCR 1501-11

The Chief Information Officer (CIO) of the Office of Information Technology (OIT) establishes technology accessibility rules to ensure people with disabilities enjoy the same access as everyone else for participation in state and local government services, activities, and employment opportunities. The rules guide Colorado state and local government teams in complying with state laws.

The OIT recognizes that technology and accessibility standards are evolving and given the diverse needs of residents of our state, no single standard can guarantee universal access. Therefore, while making best efforts to make information technology accessible, the rules also acknowledge that reasonable accommodations or modifications are an important component of compliance. The rules apply to both public external-facing and internal-facing Information and Communication Technology (ICT) procured, developed, maintained, or used by state and local government entities.

A public entity may be considered in compliance with the technology accessibility rules if they:

1. Provide reasonable accommodations or modifications;
2. Have a published accessibility statement; and
3. Are able to provide evidence of making good faith progress on their plan to remove accessibility barriers.

WSDM/District Technology Accessibility Statement

WSDM is committed to providing equitable access to our services to all Coloradans.

Our ongoing accessibility efforts work towards compliance with the Web Content Accessibility Guidelines (WCAG), version 2.1, level AA criteria. WCAG helps make technology accessible to users with sensory, cognitive, and mobility disabilities and ultimately improves access for all users, regardless of ability.

Our Team at WSDM is excited to implement these changes, making all services inclusive and accessible to our clients and municipalities throughout Colorado. We welcome suggestions regarding additional improvements to our technology's accessibility for users with disabilities and requests for accommodations to any WSDM services.

Feedback and Support

We invite your feedback regarding the accessibility of WSDM’s services. Please let us know if you encounter any accessibility barriers. WSDM is committed to responding within one business day.

Phone: 719-447-1777

Email: admin@wsdistricts.co

Office Location: 614 N Tejon St, Colorado Springs, CO 80903

WSDM/District Accessibility Plan

WSDM is committed to providing ubiquitous equitable access. Our ongoing accessibility effort aims to ensure all services, programs, and activities are accessible, providing equal access to information and services to all Coloradans.

WSDM has enacted a plan to prioritize, evaluate, remediate, and continuously improve every digital touchpoint within our services, programs, and activities. Below, you’ll find just some of the measures that WSDM has undertaken.

- Define an accessibility roadmap including timeline, goals, roles, responsibilities, and policies as needed for our organization.
- Develop and maintain an inventory of our current technology, which will be prioritized, validated through testing, and identified issues addressed. (Examples: Google Lighthouse to check all district websites and payment portals, and Word Accessibility check on all documents)
- Create and implement a plan for the provision of reasonable accommodation and modification until the technology can be made accessible.
- Provide contact information and support for receiving accessibility feedback and accommodation requests.
- Train current employees on providing accessible services and technology.
- Implement processes and procedures that are unique to your District.

Accessibility Maturity: WSDM has reached the following accessibility maturity level, as of the date of this memo, for 2024.

Status	Stage	Criteria
Completed	Launch	Recognized need organization-wide. Planning initiated and activities being organized.
In process	Integrate	Roadmap including timeline is in place, overall organizational approach defined and well organized.
Planned	Optimize	Incorporated into the whole organization, consistently evaluated, and actions taken on assessment outcomes.

WSDM –Accessibility Policy

WSDM strives to provide the best service for our Board of Directors, property owners, and residents of the District, including ensuring equal access and usability of websites, services, and information. This WSDM Accessibility Policy (“Policy”) establishes the steps taken (past, present, and future) by WSDM on behalf of our client, the Vistas at West Mesa Metropolitan District (“District”), towards compliance with the rules set forth by the Office of Information Technology (OIT) and meeting the standards established by the Americans with Disabilities Act (ADA). This Policy will be reviewed annually and may be updated from time to time, as new technology and accessibility opportunities are identified.

1. WSDM has designated an internal staff member, Kristina Kulick, as the accessibility officer who will be the go-to contact for accessibility requests.
 - a. Community members may contact us by phone during regular business hours at (719) 447-1777, email us at admin@wsdistricts.co, visit us in-person at 614 N Tejon Street, Colorado Springs, CO 80903, or submit a [form online here](#).
2. A dedicated accessibility website page has been created to house all accessibility-related content, including this policy and plan.
3. Closed Captions have been added to all video content on our websites.
4. All website attachments and the following disclaimer has been provided in association with any third-party attachments that we do not have the ability to remediate:

“8 CCR 1501-11 provides an “undue burden” clause in Section 11.10, this attachment qualifies, as part being established prior to July 1, 2024. We can make these documents accessible upon request to the district Custodian of Record. To submit such a request, revisit Policy #4 above.”
5. Components that are not yet compliant have been identified, and a remediation plan is in place to bring them into compliance.
6. A page-by-page scan of the District’s website will be run by WSDM monthly, ensuring compliance at the best cost option for the District. The resulting report will illustrate any accessibility concerns requiring remediation.
 - a. Action will be taken to remediate and fix any issues detected by the scan or reported by our community. Any remediation that does not cause an “undue burden” to the District will be addressed within a month of the scan or report being made.
7. Any remediation that is found to cause an “undue burden” to the District will be provided with a disclaimer as outlined in item 4 above and revisited for remediation as time and funding allows. An internal review of current technology and this Policy will be conducted on an annual basis and improvements identified to ensure adherence to (or exceeding) the level of accessibility established in WCAG 2.1 AA will be proposed to our Board of Directors for review and approval.