

JOINT RESOLUTION
OF THE BOARDS OF DIRECTORS OF
ST. VRAIN LAKES METROPOLITAN DISTRICT NOS. 1-4
REGARDING THE IMPOSITION OF MAINTENANCE FEES

WHEREAS, St. Vrain Lakes Metropolitan District Nos. 1-4 (the “**Districts**”) were formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Weld County, Colorado, and after approval of the Districts’ eligible electors at an election; and

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

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Districts are authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the Districts which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, St. Vrain Lakes Metropolitan District No. 1 (“**District No. 1**”) was granted a perpetual easement pursuant to that certain Access and Maintenance Easement Agreement recorded on _____, 2019, at Reception No. _____ in the real property records of Weld County, Colorado (the “**Easement Agreement**”), related to certain real property located in the Weld County, Colorado as more particularly described as:

Lots 1 through 39, Block 1; Lots 1 through 16, Block 2; Lots 1 through 28, Block 3; Lots 1 through 24, Block 4, Barefoot Lakes – Filing No. 3, Weld County, Colorado, Recorded August 13, 2018 at Reception No. 4422565 (each a “**Lot**” and collectively, the “**Lots**”); and

WHEREAS, District No. 1 holds a perpetual easement over portions of each Lot, as more particularly described in the Easement Agreement (the “**Easement Area**”), for the purpose of accessing and maintaining certain improvements benefitting the Easement Area on the Lots, including: (1) landscape improvements, as more particularly described in the Easement Agreement (the “**Landscape Improvements**”); and (2) sidewalks on the Lots, as more particularly described in the Easement Agreement (the “**Sidewalk Improvements**”) (collectively, the “**Improvements**”); and

WHEREAS, pursuant to the Easement Agreement, District No. 1 may, at its discretion operate, maintain, repair and replace the Improvements located within the Easement Area on each such Lot (the “**Services**”), subject to taxes, fees and charges that may be imposed upon such Lots by District No. 1 in connection with the provision of such Services; and

WHEREAS, the Board of Directors District No. 1 adopted a Landscape Maintenance and Snow Removal Policy pursuant to §§ 32-1-1001(1)(h) and (m), C.R.S. by resolution dated August 14, 2019 (the “**Policy**”), to provide for the orderly and efficient conduct of maintenance and operation of Landscape Improvements and Sidewalk Improvements within the Easement Area; and

WHEREAS, District No. 1 incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the Districts maintained, and that the health, safety and welfare of the Districts and their inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Maintenance Fee**”) to provide a source of funding to pay for the Service Costs, which Service Costs are generally attributable to the persons and/or properties subject to such Maintenance Fee, is necessary to provide for the common good and for the prosperity and general welfare of the Districts and their inhabitants and for the orderly and uniform administration of the Districts’ affairs; and

WHEREAS, the Districts find that the Maintenance Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Services and paying the Service Costs, and that imposition thereof is necessary and appropriate.

NOW, THEREFORE, be it resolved by the Boards as follows:

1. DEFINITIONS

a. “**Homeowner**” means any third-party Lot owner or tenant of any Lot owner occupying or intending to occupy a Lot.

b. “**Maintenance Fee Schedule**” means the schedule of fees set forth in Exhibit A, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

c. “**Ovation Lot**” means the properties more specifically described as lots 1-16 in block 2 and lots 1-24 in block 4, Barefoot Lakes – Filing No. 3, Weld County, Colorado, Recorded August 13, 2018 at Reception No. 4422565.

d. “**Villa Lot**” means the properties more specifically described as lots 1-28 in block 1 and lots 1-24 in block 3, Barefoot Lakes – Filing No. 3, Weld County, Colorado, Recorded August 13, 2018 at Reception No. 4422565.

2. MAINTENANCE FEES

a. A Maintenance Fee is hereby established for the costs associated with the provision of the Services to the Lots pursuant to the Policy and the Easement Agreement.

b. The Maintenance Fee shall be imposed upon the Lots at a rate established by the Districts from time to time, pursuant to an annual Maintenance Fee Schedule and shall constitute the rate in effect until such Maintenance Fee Schedule is amended.

c. The Maintenance Fee shall be first due and owing upon closing of the transaction conveying the Lot to a Homeowner. Thereafter, the Maintenance Fee shall be billed by the Districts to the property owner on a schedule as is determined by the Districts from time to time. The Districts may determine, in their discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

3. **LATE FEES AND INTEREST.** Pursuant to § 29-1-1102(3), C.R.S., the cumulative monthly Maintenance Fees, if not paid in full within thirty (30) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or a late fee of five percent (5%) per month on unpaid Fees, not to exceed a total of twenty-five percent (25%) of such cumulative monthly Maintenance Fees. Interest will also accrue on any outstanding Maintenance Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The Districts may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of their perpetual liens. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the Districts and/or its consultants in connection with the foregoing.

4. **PAYMENT.** Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to District No. 1, made payable to "St. Vrain Lakes Metropolitan District No. 1" and sent to the address indicated on the Fee Schedule. The Districts may change the payment address from time and time and such change shall not require an amendment to this Resolution.

5. **LIEN.** The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, 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)(I), C.R.S. Said lien may be foreclosed at such time as District No. 1, in its sole discretion, may determine. 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. This Resolution shall be recorded in the offices of the Clerk and Recorder of Weld County, Colorado.

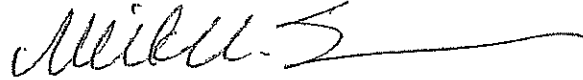
6. **SEVERABILITY.** If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void 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.

7. **THE PROPERTY.** This Resolution shall apply to the Lots.

8. **EFFECTIVE DATE.** This Resolution shall become effective as of August 14, 2019.

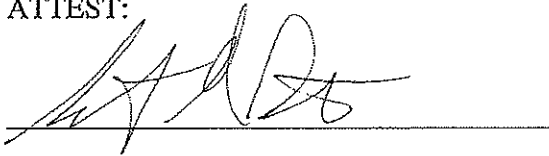
ADOPTED this 27th day of August, 2019.

ST. VRAIN LAKES METROPOLITAN DISTRICT
NOS. 1-4, quasi-municipal corporations and political
subdivisions of the State of Colorado



Officer of the Districts

ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



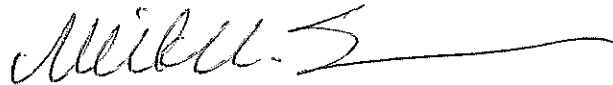
General Counsel to the Districts

[Signature Page to Resolution Regarding Imposition of Maintenance Fees]

8. **EFFECTIVE DATE.** This Resolution shall become effective as of August 14, 2019.

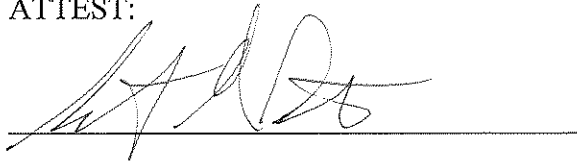
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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Districts

[Signature Page to Resolution Regarding Imposition of Maintenance Fees]

EXHIBIT A
ST. VRAIN LAKES METROPOLITAN DISTRICT NOS. 1-4
Schedule of Fees
Effective August 14, 2019

Schedule of Fees		
Fee Type	Classifications	Rate
Maintenance Fee	Ovation Lots	\$38/month
	Villa Lots	\$18/month

PAYMENTS:

Payment for each fee shall be made payable to St. Vrain Lakes Metropolitan District No. 1, and sent to the District Manager at the following address for receipt by the due date:

St. Vrain Lakes Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
550 W. Eisenhower Blvd.
Loveland, CO 80537