

**LEYDEN ROCK METROPOLITAN DISTRICT  
SPECIAL MEETING**

Leyden Rock Clubhouse (17685 W.  
83<sup>rd</sup> Dr., Arvada, CO) and Via  
Teleconference  
Tuesday, October 15<sup>th</sup>, 2024 at 6:00 PM  
<https://leydenrocklife.com/>

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Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardita, Assistant Secretary	Term to May 2025
Jen Langhals, Assistant Secretary	Term to May 2025

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Link:

<https://us06web.zoom.us/j/87069321837?pwd=4Mct7CeO9uhmj2CM2NeOF4vwINEa3y.1>

Meeting ID: 870 6932 1837

Passcode: 379467

Call-in Number: +1-720-707-2699

**NOTICE OF SPECIAL MEETING AND AGENDA**

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
  - a. Approval of Minutes from September 17, 2024 Special Meeting (**enclosure**)
  - b. Approval of Renewal of Property and Liability Schedule and Limits, Workers Compensation Coverage, and SDA Membership for 2025 (**enclosure**)
6. Legal Matters
  - a. Consider Adoption of 2025 Annual Administrative Resolution (**enclosure**)
  - b. Consider Approval of Amended and Restated Public Records Request Policy (**enclosure**)
  - c. Discussion Regarding Document Inventory and Make a Final Determination for Remediation of District Documents
  - d. Discussion and Consider Adoption of Resolution Calling May 6, 2025 Election (**enclosure**)
  - e. Discussion regarding Crime Coverage increasing to \$100,000

**2024 Regular Meetings**

January 16; February 20; March 19; April 16; May 21; June 18; July 16; August 20; September 17; October 15;  
November 19; and December 17 at 6:00 p.m. via teleconference.

- f. Other Legal Matters
- 7. Financial Matters
  - a. Consider Approval of Payables/Financials (**enclosure**)
  - b. Discussion and Consider Approval of Proposals for Accounting Services (**enclosure**)
  - c. Discussion and Consider Approval of Fourth Amended and Restated Resolution Concerning the Imposition of an Operations Fee (**enclosure**)
  - d. Conduct Public Hearing on 2024 Budget Amendment and Consider Adoption of Resolution Amending 2024 Budget (if necessary)
  - e. Conduct Public Hearing on 2025 Budget and Consider Adoption of Resolution Adopting 2025 Budget and Appropriating Funds (**enclosure**)
  - f. Other Financial Matters
- 8. District Management Matters
  - a. District Manager's Report (**enclosure**)
  - b. Consider Approval of Renewal of Independent Contractor Agreement with Advantage Pest Management (**enclosure**)
  - c. Discussion and Consider Approval on Landscape Proposal Filing 1 Trail Repair (**enclosure**)
  - d. Discussion and Consider Approval on Landscape Proposal Clubhouse Rose Maintenance (**enclosure**)
  - e. Discussion and Consider Approval for Architectural Open Space Gate Request (**enclosure**)
  - f. Discussion and Consider Approval for Guideline Update Lighting/Jellyfish Lights (**enclosure**)
  - g. Discussion and Consider Approval for Guideline Update Railings (**enclosure**)
  - h. Discussion for 2025 Board Meeting Dates
  - i. Other Management Matters
- 9. Capital Projects Discussion
  - a. Other Capital Project Matters
- 10. Director's Matters
  - a. Other Director's Matters
- 11. Other Business
- 12. Adjourn

**2024 Regular Meetings**

January 16; February 20; March 19; April 16; May 21; June 18; July 16; August 20; September 17; October 15;  
November 19; and December 17 at 6:00 p.m. via teleconference.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, September 17<sup>th</sup>, 2024, at 6:00 P.M. via teleconference and at 17685 W. 83<sup>rd</sup> Dr., Arvada, CO

**Attendance**

The special meeting of the Board of Directors of the Leyden Rock Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

Brett Vernon  
Scott Plummer  
Christian Ardita  
Jen Langhals

Director Cunningham was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call and Jackie Casas, AdvanceHOA, District Management; and Angie Sherman, Keesen Landscape.

**Call to Order**

It was noted that a quorum of the Board was present, and the meeting was called to order.

**Conflict of Interest Disclosures**

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors with 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. Ms. Murphy noted that a quorum was present and inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted.

**Agenda**

The Board reviewed the agenda. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as amended.

**Public Comment**

None.

**Consent Agenda**

Following a summary by Ms. Murphy, the items on the consent agenda were ratified, approved, or accepted in one motion duly made and seconded and unanimously carried:

- a. Approval of Minutes from August 20<sup>th</sup>, 2024 Special Meeting
- b. Approval of Agreement with Tay's Esthetics LLC d/b/a Taylor Rose Beauty for Fall Fest Hair Art Services
- c. Approval of Agreement with Sherri MacLean d/b/a Fantastic Facepainting for Glitter Tattoo & Stilt Walker Services
- d. Approval of Agreement with Midland Marketing Inc. d/b/a Fun Services Inc. for Event Rental Services for September 21, 2024
- e. Ratification of Agreement for Design Development and Construction with The Architerra Group
- f. Ratification of Agreement for 2024 Holiday Lights with Mile High Lights
- g. Ratification of Agreement for 2024-2025 Snow Removal Services with Keesen Landscape Management
- h. Ratification of Keesen Landscape Management Work Order # 109747 for Various Bed Cleanups and Plantings
- i. Ratification of Keesen Landscape Management Work Order # 109561 for Filing 5 Trail Storm Restoration
- j. Ratification of Keesen Landscape Management Work Order # 109160 for Filing 3 Trail Restoration
- k. Ratification of Keesen Landscape Management Work Order # 109139 for Fall Flowers
- l. Consider Ratification of Requisition No. 18 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) refunding and Improvement Bonds, Series 2021
- m. Ratification of Option and Ground Lease Agreement with Crown Castle

**Legal Matters**



Consider Adoption of Resolution Regarding Policies, Procedures, and Penalties for the Enforcement of the Governing Documents Ms. Murphy presented the Resolution Regarding Policies, Procedures, and Penalties for the Enforcement of the Governing Documents to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution subject to final legal review.

Discussion regarding Loft and Blush Contract Ms. Murphy engaged in discussion with the Board regarding the contract with Loft and Blush. The Board offered to increase compensation at the previous Board meeting, but Loft and Blush declined.

Other Legal Matters None.

### **Financial Matters**

Consider Approval of Payables/Financials The Board reviewed the Claims in the amount of \$12,802.81. Following discussion, upon a motion duly made and seconded the Board unanimously approved the claims.

Other Financial Matters Director Vernon noted that Director Cunningham, Ms. Call and Director Vernon discussed the 2025 budget including the establishment of a capital reserve general ledger amount with a bank account.

### **District Management Matters**

District Manager's Report Ms. Call presented the report to the Board.

Discussion and Consider Approval of Filing 1 Trail Restoration and Drain Ms. Call and Ms. Sherman presented the Filing 1 Trail Restoration and Drain to the Board. The Board deferred this item.

Discussion Regarding Clubhouse Rental Deposit for Baby Shower Ms. Call presented the matter to the Board. Ms. Call noted she returned the deposit due to the baby arriving early. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the return of deposit.

Other Management Matters None.

**Capital Projects Discussion**

Other Capital Project Matters      It was noted the Board would cancel the October 1<sup>st</sup> Capital Projects meeting.

**Director’s Matters**

Discussion Regarding Temporary Irrigation on W. 84<sup>th</sup> Trail      The Board engaged in discussion with Ms. Call. Ms. Call noted this project is ongoing. The Board deferred this matter.

Discussion Regarding Jellyfish Lighting      Ms. Call presented noting this is to be discussed at the next Board meeting.

Other Director’s Matters      Director Ardita gave the residents a friendly reminder that clover is to be maintained and to be considerate of neighbors.

Director Plummer inquired about hiring a new accounting firm. Director Vernon noted that requests for proposal would go out prior to the next meeting, with a new accountant slated to begin in January 2025.

Director Vernon noted his presentation to the City Council for the access road for the new cell phone tower location.

**Other Business**

The Board engaged in discussion regarding the 5.25% revenue limitation in HB24B-1001. The Board engaged in discussion regarding a May 2025 or November 2025 Election.

**Adjournment**

There being no further business to come before the Board and following discussion and upon motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

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Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 15<sup>th</sup> day of October, 2024.



## Workers' Compensation Coverage Invoice

**District:** Leyden Rock Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E Commons Ave, Suite 2000  
Centennial, CO 80122

**Broker:** Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
25WC-61158-0539		61158		1/1/2025		EOD 12/31/2025		8/7/2024	
Class Code	Description	No. of Employees		No. of Volunteers	2025 Rate	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.7540	\$0.00	\$6,000.00	\$45.00	

Manual Contribution:			\$45.00
Experience Modification:	×		1.00
Modified Contribution:	=		\$45.00
Minimum Contribution:			\$450.00
Contribution Volume Credit:	-		\$0.00
Designated Provider Discount:	-		\$0.00
Cost Containment Credit:	×		1.00
Manual Adjustment:	×		
Multi-Program Discount:	×		1.00
Estimated Annual Contribution:			\$450.00
Pro Rata Factor:	×		1.00
<b>Total Estimated Contribution:</b>	<b>=</b>		<b>\$450.00</b>
<b>Total Amount Due:</b>			<b>\$450.00</b>

**Estimated payroll is subject to yearend audit.  
Commission \$27.00 (9% first year and 6% thereafter) paid to the broker reflected above.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Please remit to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



## Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: 25WC-61158-0539  
Coverage Period: 1/1/2025 — EOD 12/31/2025

FEIN: 30-0716687  
Entity ID: 61158

**Named Member:**  
Leyden Rock Metropolitan District  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E Commons Ave, Suite 2000  
Centennial, CO 80122

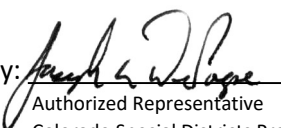
**Broker of Record:**  
Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage is provided for only those coverages and classifications indicated below.

State: Colorado  
Limits of Liability: Coverage A Workers' Compensation Statutory  
Coverage B Employer's Liability \$2,000,000  
Annual Contribution: \$450

Class	Description	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll
8811	Board Member Coverage	\$0.00	\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at [csdpool.org](http://csdpool.org) for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:   
Authorized Representative  
Colorado Special Districts Property and Liability Pool

Date: 8/7/2024

**Important Notice Regarding Board Member Only (BMO) Coverage Contribution**

Effective January 1, 2025, a minimum quarterly contribution for Board Member Only (BMO) Coverage has been implemented. This means if BMO coverage is made effective during in the first quarter, regardless of effective date, members’ contribution will be \$450 with a broker or \$445 without a broker. Similarly, the contribution will be adjusted based on the quarter in which the coverage becomes effective, as shown below:

<b>Quarter Effective Date</b>	<b>Estimated Annual Contribution</b>	
	<b>Broker</b>	<b>Direct</b>
Q1 (Jan-Mar)	\$450	\$445
Q2 (Apr-Jun)	\$340	\$335
Q3 (Jul-Sep)	\$225	\$220
Q4 (Oct-Dec)	\$115	\$110

For cancellations, the refund amount will be subject to the refund table below and other coverage provisions.

<b>Coverage Effective</b>	<b>Cancellation</b>	<b>Estimated Refund w/ broker</b>	<b>Estimated Refund w/o broker</b>
Q1	Q1	\$335	\$330
	Q2	\$225	\$220
	Q3	\$110	\$105
	Q4	\$0	\$0
Q2	Q1	-	-
	Q2	\$225	\$220
	Q3	\$115	\$110
	Q4	\$0	\$0
Q3	Q1	-	-
	Q2	-	-
	Q3	\$110	\$105
	Q4	\$0	\$0
Q4	Q1	-	-
	Q2	-	-
	Q3	-	-
	Q4	\$0	\$0

## Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ Overview [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

**For express or overnight mail services**, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
5400 Meadows Road, Suite 240  
Lake Oswego, OR 97035

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

# CERTIFICATE OF COVERAGE

<b>ADMINISTRATOR:</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, Inc. PO Box 1539 Portland, OR 97207-1539	<b>CERTIFICATE NO.:</b> CERT-007080
	<b>DATE:</b> 8/7/2024
	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend, or alter the coverage afforded by the coverage documents listed herein.
	<b>COMPANIES AFFORDING COVERAGE</b>
<b>NAMED MEMBER:</b> Leyden Rock Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron 2154 E Commons Ave, Suite 2000 Centennial, CO 80122	<b>COMPANY A:</b> Colorado Special Districts Property and Liability Pool
	<b>COMPANY B:</b> Safety National Casualty Corporation

## COVERAGES

This is to certify that the coverage documents listed herein have been issued to the Named Member herein for the coverage period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions, and exclusions of such coverage documents.

CO LTR	TYPE OF COVERAGE	LIMITS		COVERAGE NUMBER	EFFECTIVE DATE	EXPIRATION DATE
AB	Workers' Compensation	WC STATUTORY LIMITS		25WC-61158-0539	1/1/2025	EOD 12/31/2025
AB	Employer's Liability	EL EACH ACCIDENT	\$2,000,000			
		EL DISEASE – EACH EMPLOYEE	\$2,000,000			
		EL DISEASE – POLICY LIMIT	\$2,000,000			

### Description:

*Subject to the terms and conditions of the Workers' Compensation Coverage Document.*

Evidence of coverage only.

### CERTIFICATE HOLDER

Nationstar Mortgage LLC ISAOA DBA  
 Mr. Cooper  
 PO Box 7729  
 Springfield, OH 45501-7729

### CANCELLATION

Should any of the above described coverages be canceled before the expiration date thereof, notice will be delivered in accordance with the coverage and policy for provisions.

**AUTHORIZED REPRESENTATIVE:** Joseph E. DePaepe



**LEYDEN ROCK METROPOLITAN DISTRICT  
ANNUAL ADMINISTRATIVE RESOLUTION  
(2025)**

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WHEREAS, Leyden Rock Metropolitan District (the “District”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of Jefferson, Colorado (the “County”), and is located entirely within the City of Arvada, Colorado; and

WHEREAS, the Board of Directors (the “Board”) of the District has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

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

1. The Board directs the District’s legal counsel to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“Division”) and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs the District’s legal counsel to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number, and business address of the District, as required by § 32-1-104(2), C.R.S.

3. The Board directs the District’s legal counsel to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs the District’s accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§ 11-58-101, et seq., C.R.S.

5. The Board directs the District’s accountant to: (a) obtain proposals for auditors to be presented to the Board; (b) cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) cause the audit to be filed with the State Auditor by July 31, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31 in accordance with § 29-1-604, C.R.S.

6. The Board directs the District’s accountant, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District the District’s audit report or a copy of its application for exemption from audit in accordance with § 29-1-606(7), C.R.S.



7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15 and prepare the final budget and budget message, including any amendments thereto, if necessary. The Board also directs the District's accountant to perform the property tax limit calculation, if required by §§ 29-1-306, *et seq.*, C.R.S., and to inform the Board of the result of such calculation. The Board directs legal counsel to schedule a public hearing on the proposed budget or amendments, as applicable, and to post or publish notices thereof. The Board directs legal counsel to prepare all budget resolutions. The Board directs legal counsel to file the budget, budget resolution, and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, the District's Manager, and the Board when expenditures are expected to exceed appropriated amounts. The Board directs legal counsel to prepare all budget amendment resolutions. The Board directs legal counsel to schedule a public hearing on a proposed budget amendment and post or publish notices thereof in accordance with § 29-1-106, C.R.S. The Board directs legal counsel to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs legal counsel to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with § 39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with § 32-1-103(15), C.R.S.

12. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with § 32-1-902(3)(b) and § 18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections, or deletions to said conflicts of interest disclosures.

13. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

14. The Board hereby appoints legal counsel as the official custodian for the maintenance, care, and keeping of all public records of the District, in accordance with §§ 24-72-202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, manager, and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

15. The Board directs the District's Manager to post notice of all regular and special meetings in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. The Board hereby designates <https://www.leydenrocklife.com/> as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, the Leyden Rock Clubhouse located at 17685 W. 83<sup>rd</sup> Drive, Arvada, Colorado as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs legal counsel to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

16. The Board determines to hold regular meetings on the first and third Tuesday of every month at 6:00 p.m at 17685 W. 83<sup>rd</sup> Drive, Arvada, Colorado and by telephone, electronic, or other means not requiring physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

17. The Board determines to hold an annual meeting, pursuant to § 32-1-903(6), on July 15, 2025 at 17685 W. 83<sup>rd</sup> Drive, Arvada, Colorado and by telephone, electronic, or other means not requiring physical presence, subject to change by action of the Board. Notice of the annual meeting shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable. The District's Manager shall be responsible for coordinating the required presentations for the annual meeting.

18. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

19. The Board directs the District's Manager to maintain the District's website in compliance with state and federal requirements and to make such documents and information required by § 32-1-104.5, C.R.S. available to the public on the District's website.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in § 1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§ 1-13.5-1101, et seq., C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, as the Designated Election Official (the “DEO”) of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with § 1-13.5-513, C.R.S.

22. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to § 32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with § 32-1-1604, C.R.S.

24. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, Alyssa K. Rios of the law firm of White Bear Ankele Tanaka & Waldron, Attorneys at Law, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

25. The Board directs legal counsel to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with § 32-1-1101.5(1.5), (2), C.R.S.

26. The Board directs legal counsel to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder, and any interested parties entitled to notice pursuant to § 32-1-204(1), C.R.S., an annual report in accordance with § 32-1-207(3)(c), C.R.S.

27. The Board directs the District's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's Manager to review and update the District's property schedule as needed, and no less than annually. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees, and insurance premiums, as applicable, in a timely manner. The Board appoints legal counsel to designate the proxy for the SDA Annual meeting for voting and quorum purposes.

28. The Board hereby opts to include elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs the District's Manager to obtain workers' compensation coverage for the District.

29. The Board hereby directs legal counsel to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly.

Further, the Board hereby designates the following website as the District's official website for the purposes thereof: <https://www.leydenrocklife.com/>

30. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by § 32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

31. In accordance with § 38-35-109.5(2), C.R.S., the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

32. The Board hereby affirms the adoption of the corporate seal in substantially the form appearing on the signature page of this resolution in accordance with § 32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any District resolution, proceeding or other document to "affix" the District seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction, or inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use in accordance with the authority provided by § 24-71.3-118, C.R.S.

33. The Board directs the District's Accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

34. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

***[Remainder of Page Intentionally Left Blank, Signature Page Follows]***

ADOPTED OCTOBER 15, 2024

(SEAL)

**DISTRICT:**

**LEYDEN ROCK 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

**LEYDEN ROCK METROPOLITAN DISTRICT  
AMENDED AND RESTATED PUBLIC RECORDS REQUEST POLICY  
Adopted October 15, 2024**

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**I. Purposes of the District’s Public Records Request Policy**

This Public Records Request Policy of the Leyden Rock Metropolitan District (the “**District**”) shall be applied and interpreted with the following purposes in mind:

- A. To adopt a Public Records Request Policy pursuant to § 24-72-203(1), C.R.S.;
- B. To provide access to and the protection and integrity of Public Records in the custody of the District;
- C. To prevent unnecessary interference with the regular discharge of the duties of the District each District and its manager in compliance with the Colorado Open Records Act, §§ 24-72-200.1 to 24-72-206, C.R.S. (“**CORA**”);
- D. To establish reasonable and standardized fees for producing copies of and information from records maintained by the District as authorized by CORA; and
- E. To set forth a general procedure for providing consistent, prompt and equitable service to those requesting access to Public Records.

**II. Public Records Requests**

A. Applicability.

This Public Records Request Policy applies to requests submitted to the District for the inspection of Public Records pursuant to CORA, and shall supersede any previously adopted CORA policies of the Districts.

B. Definitions.

1. “**Custodian**”: Except as otherwise provided in this policy, the term “**Custodian**” shall mean legal counsel, or any successor that has been designated by the Board of Directors of the District to oversee the collection, retention, and retrieval of Public Records of the Districts.

2. “**Public Records**”: As defined in § 24-72-202(6), C.R.S.

C. Submission of Requests

1. Requests for inspection of Public Records are to be submitted in writing on an official request form to the Custodian, and must be sufficiently specific as to enable the Custodian to locate the information requested with reasonable effort. The official request form is attached hereto as **Exhibit A** and incorporated herein by this reference, as may be modified from time to time by the District. The District has determined that the use of an official request form is necessary for the efficient handling of Public Records requests.

2. Requests may be submitted by mail, fax, e-mail, or hand-delivery.
3. A request shall be considered made when the request is actually received by the Custodian:
  - a. A letter is received when it is opened in the usual course of business by the recipient or a person authorized to open the recipient's mail;
  - b. A fax is received when it is printed during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day; and
  - c. An e-mail is received when it is received and opened during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day.
4. If a deposit is required, the request is not considered received until the deposit is paid.

D. Inspection.

1. The Custodian or the Custodian's designee shall make the requested Public Records available for inspection during regular business hours, deemed to be from 8:30 a.m. to 4:30 p.m., Monday through Friday, except for times the Custodian's office is closed. During the inspection of Public Records, the Custodian may ask that the requestor follow certain procedures to protect the integrity of the Public Records.
2. If a Public Record is not immediately or readily available for inspection, the Custodian or the Custodian's designee shall make an appointment or other arrangements with the applicant concerning the time at which the requested record will be available. The Public Records shall be made available for inspection within a reasonable time, which is presumed to be three (3) working days or less from the date of receipt of the request. Such three (3) day period may be extended by an additional seven (7) working days if extenuating circumstances, as described in § 24-72-203(3)(b), C.R.S., exist. Responding to applications for inspection of Public Records need not take priority over the previously scheduled work activities of the Custodian or the Custodian's designee.
3. All Public Records to which the request applies shall be preserved from the date of the request until such time as set forth in the District's records maintenance, retention, or deletion policy or practices utilized by the Custodian.
4. No one shall remove a Public Record from the Custodian's offices without the permission of the Custodian. Public Records may be removed from file folders or places of storage for photocopying by the Custodian or the Custodian's designee. The Custodian may allow a person to use his or her own portable electronic equipment to make copies of Public Records.
5. As a general practice, in response to a Public Records request:
  - a. Public Records will be made available for inspection in the format in which they are stored. If the Custodian is unable to produce the Public Record in its stored format for any reason set forth in § 24-72-203(3.5)(b) C.R.S., an alternate format may be produced or a denial issued under § 24-72-204, C.R.S.

b. The person making the request shall not be allowed to access the Custodian's computer or any other computer for purposes of inspecting any Public Records;

c. Any portion of a Public Record containing non-public information that is not subject to inspection may be redacted by the Custodian prior to making the record available for inspection. The Custodian is not required to redact information from a writing that is not a Public Record in order to make the writing available for inspection. *Denver Publishing Co. v. Bd. Of County Comm'rs of the County of Arapahoe*, 121 P.3d 190 (Colo. 2005); *Colorado Republican Party v. Benefield, et al.*, Court of Appeals No. 07CA1216, Oct. 23, 2008 (Unpublished).

d. The Custodian, in consultation with the District's general counsel, will determine which information is no longer considered "work-in-progress" subject to the deliberative process or work product privilege and therefore eligible for release.

e. Altering an existing Public Record, or excising fields of information that the Custodian is either required or permitted to withhold does not constitute the creation of a new Public Record. Section 24-72-203(3.5)(d), C.R.S.

f. Upon request, the Custodian will produce a public record in a format accessible to individuals with disabilities. Section 24-72-203(3.5)(e), C.R.S.

g. A document will not ordinarily be created in order to respond to a request.

6. Where a request seeks in excess of twenty-five (25) electronically-stored Public Records, the following procedure shall apply in responding to such a request:

a. The Custodian shall solicit the comments of the requestor regarding any search terms to be used to locate and extract such records, and, in doing so, will seek to have the request refined so that it does not result in an inordinate number of irrelevant or duplicative documents, it being understood that the Custodian will make the final determination regarding search terms;

b. The Custodian shall designate an employee or another person with experience in performing electronic searches to locate and extract responsive records;

c. The person who is designated to perform the searches shall consult, as appropriate, with legal counsel to identify privileged records that should not be produced; and

d. Where appropriate, legal counsel shall conduct a final review to identify and withhold privileged records.

7. The Custodian or the Custodian's designee shall deny the inspection of the records if such inspection would be contrary to federal or state law or regulation, or would violate a court order. In special circumstances, a Custodian shall deny inspection of the Public Records if such inspection would cause substantial injury to the public interest. Such a denial shall be made in writing by the Custodian to the person making the request and shall set forth with specificity the grounds of the denial. It is not necessary to state a ground for denial of access for each document if a specific ground is applicable to a group of documents.



8. If the Public Records requested are not in the custody or control of the Custodian, the Custodian shall notify the requestor of this fact in writing. In such notification, the Custodian shall state in detail to the best of his/her knowledge and belief the reason for the absence of the Public Records, the location of the Public Records, and what person then has custody or control of the Public Records.

9. All Public Records, regardless of storage format, will be administered in accordance with approved retention schedules. The District reserves the right to adopt the records retention policy that has been promulgated by the Custodian.

E. Fees for All Record Requests.

1. Fees for Standard Reproductions. The Custodian or the Custodian's designee shall charge a fee not to exceed twenty-five cents (\$.25) per page for any photocopies or printed copies of electronic records that are required to make a Public Record available. Other reproductions of Public Records shall be provided at a cost not to exceed the actual cost of the reproduction. Such fees shall be paid by the applicant prior to the receipt of copies of any Public Records. Requests expected to exceed a total charge of ten dollars (\$10.00) or more must be accompanied by a deposit equal to the reasonably-estimated reproduction costs. This deposit will be credited toward the total fee, and the total fee shall be paid prior to release of the requested records. In the event the deposit amount exceeds the actual costs, the balance will be refunded.

2. Transmission Fees. No fees related to transmission shall be charged for transmitting public records via electronic mail. Within the period specified in § 24-72-203, C.R.S., the Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian receives payment for postage if the copy is transmitted by United States mail, or payment for the cost of delivery if the copy is transmitted other than by United States mail, and payment for any other supplies used in the mailing, delivery, or transmission of the record and for all other costs associated with producing the record. Upon receiving such payment, the custodian shall send the record to the requester as soon as practicable but no more than three business days after receipt of such payment.

3. Fees for Search, Retrieval and Legal Review:

a. In the case of any request requiring more than one (1) hour of time for search, retrieval, supervision of inspection, copying, manipulation, redaction or legal counsel review to identify and withhold privileged records, the Custodian or the Custodian's designee may charge an hourly fee not to exceed the maximum amount allowed under § 24-72-205(6)(a), C.R.S., which can be found at <https://leg.colorado.gov/node/1669596/>. Prior to performing any services necessary to respond to a request, the Custodian or the Custodian's designee shall require the applicant to pay a deposit equal to the reasonably estimated fees that will be charged by the Custodian for such staff time. Before receiving any records, the applicant shall also pay the amount by which the cost of any open records services exceeds the deposit. The District shall promptly refund the amount by which the deposit exceeds the cost of any open records services.

b. To the extent possible, the Custodian shall utilize administrative or clerical staff for search and retrieval of Public Records who are ordinarily responsible for such duties to ensure that the fees charged for staff time in connection with the request represent costs

incurred in the ordinary course of business and not extraordinary charges, but in any case, such charges shall be consistent with § 24-72-205(6), C.R.S.

*[Remainder of Page Intentionally Left Blank. Signature page follows]*

ADOPTED OCTOBER 15, 2024.

**DISTRICT:**

**LEYDEN ROCK METROPOLITAN DISTRICT,**  
a quasi-municipal corporations and political  
subdivisions 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

*Signature Page to Public Records Request Policy*

**EXHIBIT A**  
OFFICIAL REQUEST FORM

**LEYDEN ROCK METROPOLITAN DISTRICT**

**Request for Inspection/Copy of Public Records**

**For Internal Use Only**

Date of Request: \_\_\_\_\_

Time of Request: \_\_\_\_\_ AM/PM

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone #:**(    ) \_\_\_\_\_ **Alt./Cell:** (    ) \_\_\_\_\_

**Email:** \_\_\_\_\_

**Detailed description of the records requested: (Please use additional sheets if necessary)**

\_\_\_\_\_

\_\_\_\_\_

Select a preferred format for the materials: Hard Copies \_\_\_\_\_ Electronic \_\_\_\_\_ View Hard Copy Only \_\_\_\_\_

**I request the records described and agree to pay all charges incurred in processing this request at or before the time the records are made available. If over \$10, I understand I must provide a deposit to pay for the cost incurred to obtain the records. I understand that the Estimated Charges are estimates only, and that the actual cost may vary. This request will be considered received when this form is complete and received by the Custodian and any required deposit is paid.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Submit Request Form To:  
White Bear Ankele Tanaka & Waldron  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122

If the records are available pursuant to §§ 24-72-201, *et seq.*, C.R.S., the records shall be made available for viewing within three (3) working days. The date of receipt is not included in calculating the response date. If extenuating circumstances exist so that the Custodian cannot reasonably gather the records within the three (3)-day period, the Custodian may extend the period by up to seven (7) working days. The requestor shall be notified of the extension within the three (3)-day period. Public records shall be viewed at the District's offices during regular business days at prearranged times.

**For Internal Use Only**

**Estimated Charges**

Number of Pages \_\_\_\_\_ at \$.025/page \_\_\_\_\_  
Postage/Delivery Costs: \$ \_\_\_\_\_

Research & Retrieval \_\_\_\_\_ Hours at \$41.37/hr  
See § 24-72-205(6), C.R.S. for hourly fee

Research & Retrieval Total: \$ \_\_\_\_\_

Deposit Required: \$ \_\_\_\_\_

Total Estimated Costs: \$ \_\_\_\_\_

Note: Non-standard and special requests will be billed at cost and charged in addition to any other fees.

**Administrative Matters**

Date Request Completed: \_\_\_\_\_

Amount Prepaid: \$ \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Balance Due Before Release: \$ \_\_\_\_\_

Total Amount Paid: \$ \_\_\_\_\_

If Denied, Provide Reason(s)

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**RESOLUTION OF BOARD OF DIRECTORS  
CALLING ELECTION**

**LEYDEN ROCK METROPOLITAN DISTRICT**

§§ 32-1-804, 1-1-111(2), 1-13.5-1101, and 1-13.5-513(1), C.R.S.

At a meeting of the Board of Directors (the “**Board**”) of the Leyden Rock Metropolitan District (the “**District**”), it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within Jefferson County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 6, 2025, for the purpose of electing directors and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-13.5-513(1), C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors. The Election shall be conducted as an independent mail ballot election in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S.

2. The Board names Ashley B. Frisbie as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election.

3. Without limiting the foregoing, the following specific determinations also are made:
  - a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.
  - b. The Board hereby determines that: in addition to emailing to each registered elector at the email address provided by the county (or if no email is provided, by mailing to the household of each registered elector), notice of the call for nominations will be provided by [1) publication; or 2) newsletter, annual report or other mailing to the eligible electors of the District; or 3) posting on the District's website; or, if applicable, 4) for Districts with fewer than 1,000 electors, contained within a county of less than 30,000 people, posting at 3 public places and in the office of the clerk and recorder.
  - c. The Board hereby authorizes and directs general counsel to the District to oversee the general conduct of the Election and authorizes and directs the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election, including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.
4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.
5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.
6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.
7. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.



ADOPTED OCTOBER 15, 2024.

**DISTRICT:**

**LEYDEN ROCK 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

*Signature Page to Resolution Calling Election*

**Leyden Rock Metropolitan District**  
Interim Claims 09/11/24 - 10/09/24

<b>Invoice Date</b>	<b>Payment Date</b>	<b>Vendor</b>	<b>Invoice Number</b>	<b>Amount</b>
06/30/24	09/23/24	CliftonLarsonAllen, LLP	L241547296	\$ 3,065.94
07/04/24	09/23/24	Keesen Landscape	BRO 253785	808.77
07/08/24	09/23/24	Keesen Landscape	BRO 254108	738.00
07/09/24	09/23/24	Keesen Landscape	BRO 254140	1,635.44
07/17/24	09/23/24	Keesen Landscape	BRO 254647-1	205.05
07/31/24	09/23/24	CliftonLarsonAllen, LLP	L241577173	5,222.60
07/31/24	09/23/24	Communication Construction & Engineering Inc.	6658	26,910.45
07/31/24	09/23/24	Communication Construction & Engineering Inc.	6657	5,967.61
07/31/24	09/23/24	Winzenburg, Leff, Purvis & Payne, LLP	702135	408.00
08/31/24	09/23/24	White, Bear & Ankele PC	36614	6,345.76
09/13/24	09/23/24	Loft & Blush Interiors, LLC	26	791.18
				<u>\$ 52,098.80</u>

**LEYDEN ROCK METROPOLITAN DISTRICT**  
Schedule of Cash Position  
June 30, 2024  
Updated as of October 9, 2024

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Funds
<b><u>First Bank - Checking</u></b>					
Balance as of 06/30/24	\$ 14,772.21	\$ -	\$ -	\$ -	\$ 14,772.21
Subsequent activities:					
07/09/24 Transfer from CSAFE	200,000.00	-	-	-	200,000.00
07/10/24 Transfer from CSAFE	15,000.00	-	-	-	15,000.00
07/10/24 Transfer to AHM	(200,000.00)	-	-	-	(200,000.00)
07/10/24 Bill.com Payments	-	-	-	(12,960.00)	(12,960.00)
07/12/24 Bill.com Payments	-	-	-	(2,000.00)	(2,000.00)
07/15/24 Transfer from CSAFE	13,000.00	-	-	-	13,000.00
07/17/24 Check #1211	(3,122.08)	-	-	-	(3,122.08)
07/23/24 Bill.com Payments	(13,368.83)	-	-	(2,365.00)	(15,733.83)
07/31/24 Bill.com Payments	-	-	-	(4,710.00)	(4,710.00)
08/07/24 ADP Wage Pay	(107.65)	-	-	-	(107.65)
08/10/24 Reverse Check #1211	3,122.08	-	-	-	3,122.08
08/12/24 Bill.com Payments	-	-	-	(1,200.00)	(1,200.00)
08/13/24 Transfer from CSAFE	125,000.00	-	-	-	125,000.00
08/14/24 Transfer to AHM	(125,000.00)	-	-	-	(125,000.00)
08/23/24 Transfer from CSAFE	50,000.00	-	-	-	50,000.00
08/26/24 Bill.com Payments	-	-	-	(1,270.92)	(1,270.92)
08/27/24 Bill.com Payments	-	-	-	(10,145.45)	(10,145.45)
08/30/24 Transfer from CSAFE	150,000.00	-	-	-	150,000.00
08/31/24 Transfer from GF to CPF for Clubhouse Refresh	(18,408.54)	-	-	18,408.54	-
09/03/24 Transfer to AHM	(150,000.00)	-	-	-	(150,000.00)
09/05/24 Requisition No. 18	-	-	-	54,002.70	54,002.70
09/05/24 Bill.com Payments	-	-	-	(186.44)	(186.44)
09/23/24 Bill.com Payments	(15,042.30)	-	-	(37,056.50)	(52,098.80)
09/30/24 Transfer from CSAFE	150,000.00	-	-	-	150,000.00
10/02/24 Transfer to AHM	(150,000.00)	-	-	-	(150,000.00)
Anticipated activities:					
Anticipated Requisition No. 19	-	-	-	11,687.07	11,687.07
Anticipated Bill.com Payments	(25,693.42)	-	-	(12,204.00)	(37,897.42)
<b>Anticipated Balance</b>	<b>\$ 20,151.47</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,151.47</b>
<b><u>Advanced HOA Management - Checking</u></b>					
Balance as of 06/30/24	\$ -	\$ 56,536.18	\$ -	\$ -	\$ 56,536.18
Subsequent activities:					
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ 56,536.18</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,536.18</b>
<b><u>Advanced HOA Management - Petty Cash/Debit Card</u></b>					
Balance as of 06/30/24	\$ -	\$ 4,253.84	\$ -	\$ -	\$ 4,253.84
Subsequent activities:					
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ 4,253.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,253.84</b>
<b><u>CSAFE</u></b>					
Balance as of 06/30/24	\$ 538,411.95	\$ -	\$ 93,994.86	\$ -	\$ 632,406.81
Subsequent activities:					
07/09/24 Transfer to First Bank	(200,000.00)	-	-	-	(200,000.00)
07/10/24 Property/SO tax	727,047.18	-	945,573.69	-	1,672,620.87
07/10/24 Transfer to First Bank	(15,000.00)	-	-	-	(15,000.00)
07/15/24 Transfer to First Bank	(13,000.00)	-	-	-	(13,000.00)
07/31/24 Interest Income	7,492.40	-	-	-	7,492.40
08/12/24 Property/SO tax	18,407.60	-	23,940.29	-	42,347.89
08/13/24 Pledged Revenue Transfer	-	-	(1,072,338.45)	-	(1,072,338.45)
08/13/24 Transfer to First Bank	(125,000.00)	-	-	-	(125,000.00)
08/23/24 Transfer to First Bank	(50,000.00)	-	-	-	(50,000.00)
08/30/24 Transfer to First Bank	(150,000.00)	-	-	-	(150,000.00)
08/31/24 Interest Income	2,976.44	-	3,153.33	-	6,129.77
09/10/24 Property/SO tax	11,438.77	-	14,876.86	-	26,315.63
09/24/24 Transfer to CSAFE - Reserve	(40,000.00)	-	-	-	(40,000.00)
09/30/24 Transfer to First Bank	(150,000.00)	-	-	-	(150,000.00)
09/30/24 Interest Income	3,172.83	-	-	-	3,172.83
Anticipated activities:					
Anticipated Pledged Revenue Transfer	-	-	(9,200.58)	-	(9,200.58)
<b>Anticipated Balance</b>	<b>\$ 565,947.17</b>	<b>\$ -</b>	<b>\$ (9,200.58)</b>	<b>\$ -</b>	<b>\$ 565,947.17</b>
<b><u>CSAFE - Reserve</u></b>					
Balance as of 06/30/24	\$ -	\$ -	\$ -	\$ -	\$ -
Subsequent activities:					
09/25/24 Transfer from CSAFE	40,000.00	-	-	-	40,000.00
09/30/24 Interest Income	32.84	-	-	-	32.84
<b>Anticipated Balance</b>	<b>\$ 40,032.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,032.84</b>
<b><u>UMB - 2021 Bond Fund</u></b>					
Balance as of 06/30/24	\$ -	\$ -	\$ 687,922.55	\$ -	\$ 687,922.55
Subsequent activities:					
07/31/24 Interest Income	-	-	3,189.90	-	3,189.90
08/13/24 Pledged Revenue Transfer	-	-	1,072,338.45	-	1,072,338.45
08/31/24 Interest Income	-	-	3,054.04	-	3,054.04
09/30/24 Interest Income	-	-	5,952.87	-	5,952.87
Anticipated activities:					
Anticipated Pledged Revenue Transfer	-	-	9,200.58	-	9,200.58
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,781,658.39</b>	<b>\$ -</b>	<b>\$ 1,781,658.39</b>
<b><u>UMB - 2021 Project Fund</u></b>					
Balance as of 06/30/24	\$ -	\$ -	\$ -	\$ 4,033,857.53	\$ 4,033,857.53
Subsequent activities:					
07/31/24 Interest Income	-	-	-	17,260.89	17,260.89
08/31/24 Interest Income	-	-	-	17,901.86	17,901.86
09/05/24 Requisition No. 18	-	-	-	(54,002.70)	(54,002.70)
09/30/24 Interest Income	-	-	-	17,927.78	17,927.78
Anticipated activities:					
Anticipated Requisition No. 19	-	-	-	(11,687.07)	(11,687.07)
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,021,258.29</b>	<b>\$ 4,021,258.29</b>
<b>Anticipated Balances</b>	<b>\$ 626,131.48</b>	<b>\$ 60,790.02</b>	<b>\$ 1,781,658.39</b>	<b>\$ 4,021,258.29</b>	<b>\$ 6,489,838.18</b>

Yield information (as of 09/30/24):

CSAFE - 5.19%

UMB invested in Goldman Sachs Govt Fund - 4.79%



## District Accounting Services Proposal

Commitment | Leadership | Guidance

**Leyden Rock Metropolitan District**

October 8, 2024

October 8, 2024

Board of Directors  
Leyden Rock Metro District  
Care / of White Bear Ankele Tanaka & Waldron  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122

Dear Board of Directors for Leyden Rock Metropolitan District:

Advance HOA Management, Inc., is excited about the opportunity to conduct metropolitan district accounting services for the Leyden Rock Metropolitan District.

It's been a privilege to provide management services for Leyden Rock Metro District over the last 18 months and we believe expanding our service offering to include district accounting will enhance your overall satisfaction with our partnership and add significant value to your board and homeowners.

At our core, we believe customer service is our product. While we possess the critical components - expertise, technology, and processes - to effectively deliver community management, accounting, and administrative services, our team goes beyond delivering the basics and we structure our approach through the lens of a partnership committed to *delivering best-in-class service*.

With Advance as your accounting partner, you can expect:

- ✓ **Customer-centric services:** Our team is responsive, delivers accurate and timely financials each month, and provides proactive leadership and guidance.
- ✓ **Expertise:** Our accounting team has the depth and experience to guide and deliver your accounting needs for districts of all sizes, phases, and structures.
- ✓ **Cost-efficient partnership:** Our highly streamlined and efficient accounting operations enable us to deliver excellent customer service at a cost-efficient rate, benefiting both your district and homeowners.
- ✓ **Transparent and user-friendly technology platforms:** Our integrated technology platforms enable transparent, accurate, and streamlined accounting, along with a seamless experience for board members.

Successful community management is built on partnership, and our Team is committed to providing the highest level of services that your metropolitan district is seeking, and we look forward to exceeding your expectations. Our goal is to have the opportunity to proudly state that Advance HOA Management is your both your managing agent and accounting partner.

Sincerely,  
Judy Smeltzer  
Chief Executive Officer

## The Advance Advantage

Leyden Rock Metro District expects its accounting partner to add tangible value to its community. Our service sets us apart from other community management and accounting consultants. We believe it is a privilege to provide you with service that exceeds your expectations.

### Our Commitment to Our Communities

Our mission is to enhance every aspect of community and property values while striving to be a long-term, committed, and respected partner with the communities we manage.

*We Move Communities Forward.*

### What you can expect when our Team provides Accounting Services to your district:

#### Service-oriented approach to accounting

Advance HOA Management is built on a commitment to delivering our clients best-in-class service. Strong customer service means delivering a positive experience, effectively addressing your needs, solving problems, and fostering satisfaction with the services provided.

- ✓ Our highly streamlined and efficient accounting operations enable us to deliver excellent customer service at a cost-efficient rate, benefiting both your district and homeowners.
- ✓ You will receive timely and accurate financial reports each month.
- ✓ Our accounting staff is always available to discuss and collaborate on your district's financial status, positioning and strategy.

#### Expertise in Metropolitan District accounting and compliance

Our accounting team has deep experience managing the intricacies of accounting for metropolitan districts in Colorado. Whether the district is in the pre-close development phase, fully built out, issuing or refinancing debt, or executing capital projects, we will meet you where you are and build a customized plan that works for your district. Our team ensures compliance with statutory requirements, keeping your district aligned with local and state regulations.

#### Transparent, customer-centric technology platform

We provide a technological foundation that fully integrates our management and accounting platforms to operate your community efficiently, smoothly, and by the most cost-effective means possible. Your board portal will provide online access to real-time, pertinent information about the financial status of your district.

#### Proactive partnership

We believe strong partnership requires taking a leadership role in guiding and supporting the district's financial and operational success. Our accounting team takes the initiative to anticipate the district's needs, provide strategic guidance, and offer innovative solutions to ensure financial health and stability. Through continuous collaboration, we will align on goals and strategies to secure your district's financial stability, both now and in the future.

## Services Detail

Advance HOA Management delivers a customized, comprehensive solution designed to meet the needs of your district. We strive to be a long-term, committed, and respected member of your team and community.

*Your customized services plan will include the following:*

### Fiscal Management and Accounting Services

*Providing comprehensive accounting services that maintain fiscal stability now and in the future.*



#### Monthly Accounting

- Conduct district billing and collection of operations fees and property taxes deposit into eligible PDPA depository.
- Receive, review, record, and process invoices for payments.
- Prepare monthly financial statements and supplementary information.
- Receive and record payments for capital fees, reconcile bank accounts, and transfer funds to Trustee.
- Review claims for reimbursement from related parties prior to the Board of Directors' review and approval.
- Process delinquency notices and actions per district policies and provide Board access to view up-to-the-minute delinquency reports from any web browser, as applicable.
- Monitor cash position to manage the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the District's Boards of Directors, in accordance with State law.
- Attendance at regular and special district board meetings.

#### Budget Preparation

- Prepare and submit a proposed budget to the Boards of Directors of the Districts by October 15th.
- Prepare the final budget and budget message, including any amendments thereto, if necessary.
- File the budget, and any amendments, with the Division of Local Government.
- Monitor all expenditures and, if necessary, notify the district's legal counsel, the manager, and the Board of Directors when expenditures are expected to exceed appropriated amounts. Prepare budget amendments as necessary.
- Prepare the mill levy certification forms and file the mill levy certification forms with the Board of County Commissioners on or before December 15th (as the same may be extended) in accordance with state statute.

#### Bond Matters

- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the district.
- Assist with additional debt issuances and refunding.

#### Audit Services and Compilation Services

- Obtain proposals for auditors to be presented to the Board (if an audit is required).
- Prepare the year-end financial statements and related audit schedules for use by the district's auditor.
- Prepare the Short Form Application for Exemption from Audit (if an audit is not required)
- Perform a compilation engagement with respect to the Long Form Application for Exemption from Audit.
- File the Short Form or Long Form Application for Exemption from Audit.



## Technology Platform

*Utilizing our premier integrated system, eUnify, to oversee all business functions and operations related to the district.*

- eUnify Accounting links vendors, owners, lockbox processing, and financial processing. It is specifically designed for the efficient management of homeowner and community data. Not only does it integrate with all selected management function, but it integrates directly with an Integrator Bank, allowing for daily balancing and posting.
- Invoices are conveniently posted in a secured area of the website for online approval by board members prior to processing. Approved expenses are disbursed daily. In addition, discretionary and emergency disbursements, not exceeding pre-set limits, will be made during the normal course of operations.
- Community Link is our expertly designed interface for homeowners and Board Members. Through your district website, homeowners may access account information, make online payments, submit architectural and maintenance requests, view critical information and communications, and much more. Board members have additional access to manage community business, view detailed reports, and approve invoices, follow discussions, and communicate with other board members.
- A Mobile Phone App is available with Community Link for board members to conveniently access bank account balance, invoice approvals, and critical and customizable financial reports.





## Our Team

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### Leadership Team

- **Judy Smeltzer, Chief Executive Officer**, has a diverse business background, and 20 years overseeing community management, to include a 9-year assignment as Chief Operating Officer of a community management company based in Arizona with offices in New Mexico and Denver. While with this company, Judy directed more than 200 communities including large master-planned and age-restricted communities in diverse markets consisting of 50,000 homeowners. In 2011, Judy returned to her native Denver and founded Advance HOA Management which now proudly oversees over 390 communities throughout the Denver metropolitan area. She provides guidance, support, education, and leadership to Board members and employees.
- **Sky Smeltzer, President**, co-founded Advance HOA Management and has been integral to the growth and success of the organization. He provides expert leadership and guidance to our Boards, managers, and staff regarding community management and common elements.
- **Rachel Hillis, Chief Operating Officer**, has a strong strategic and operations background and supports the day-to-day operations of Advance HOA as well as the strategic vision of its future. She began her career in management consulting at Bain & Company before she joined a Fortune 500 global consumer products company where she ran corporate and go-to-market strategies for various lines of business. She has an MBA from Harvard Business School.
- **Sarah Esther, Chief Administration Officer**, has been with Advance HOA Management since 2015. Her experience ranges from community management, company operations, and accounting and her leadership created the foundation for how Advance HOA operates. She leads accounts receivable, accounts payable, and financial reports generation. She is a critical partner with Boards to ensure community accounting and operations are set up for success.
- **Andrea Weaver, Metro District Accountant**, has been leading the accounting function for Metropolitan Districts for over 6 years. She has deep expertise on every aspect of Metro District accounting and provides strong leadership and guidance to our district boards.
- **Carol Rayle, Vice President of Accounting**, has been in HOA management for over 20 years with a focus exclusively on community accounting. Carol is a true industry expert and will also be an integral partner with your Board as we set up and enhance your community's financials.
- **Jackie Casas, Vice President of Management Services and Training**, is a key member of the Advance HOA leadership team. She develops and leads our manager training program while providing support to our Boards. She raises the bar for how community management excellence is defined every day.
- **Corinne Hill, Vice President of Management Services**, is instrumental in overseeing service levels to our communities by supporting managers when confronted with elevated service needs and in supporting operational initiatives. Corinne has over 10 years HOA management experience and possesses the depth and knowledge in understanding complex HOA issues.
- **Jonny Esther, Director of Project Management**, runs our sister company, Advance Common Area Construction. He has over 18 years of construction management experience and oversees capital improvement and insurance claim projects.

## Management Team

As your community management consultant, you are familiar with our robust management services team.

- **Directors of Management Services** are our most experienced managers, and they provide additional support, training, and guidance to our managers with the focus on ensuring our promises to our communities are being delivered. We acknowledge that no matter how long you've been in the business, it takes a village to make informed decisions across the breadth of challenges communities face and our directors are critical to providing increased expertise to our managers.
- **Team Leaders** are experienced managers who provide additional support and leadership to our managers, ensuring company procedures are being properly communicated, while creating a team focus with their assigned managers.
- **Community Manager** is the primary contact for the Board, on-site staff, and vendors. The community manager will be responsible for managing all aspects of the district including property inspections, coordination of property maintenance, repairs, communications, financial reviews, etc. In general, the community manager will provide the necessary information and guidance to enable the Board to make informed decisions about all matters affecting the community.
- **Our District Administrator** has a deep understanding of Special Districts and leads our Metro District center of excellence. Lane Melott manages all district compliance efforts related to filings and website accessibility and he trains and supports all Community Managers on district management. He ensures our organization remains informed on all district legislation and requirements.
- **Accounting** members work together to produce monthly financials, conduct bank reconciliation, process accounts payables, and focus on collections as part of the accounts receivable function. The goal of the accounting team is to produce accurate and timely financials that allow you to make informed decisions for your community, with transparency as the focal point.
- **Client Services** has one mandate – customer service. They respond to homeowner calls and mails within 24 hours, period. Helpful, informative, and responsive communication is critical for happy homeowners, Boards, and communities.
- **Site Inspectors** conduct inspections of compliance and common area for the community. The inspector partners with the Manager to ensure all physical elements are presentable and each homeowner's property is compliant.

## Schedule of Fees

Advance HOA Management, Inc. is prepared to offer a level of service that meets the needs of Leyden Rock Metropolitan District, both today and in the future for a monthly fee as outlined below. Advance HOA Management, Inc. will perform all responsibilities outlined in this proposal package in a professional, faithful, and diligent manner as is to be more fully defined within the final contract documents.

<b>Accounting Fee:</b>	Fixed Fee - \$1,200 per month \$150 / hour for requests beyond routine scope (outlined below)
<b>Start Up Fee:</b>	\$500

While this Agreement is in effect, Contractor may also charge the district additional fees based on an “as used basis” based upon the below administrative fee schedule.

Audit Facilitation	\$150 per hour, as applicable
Construction Accounting	\$150 per hour, as applicable
Bond Issuance / Refunding	\$2,000 per debt issuance (paid at bond closing)
Postage	At cost
Photocopies	\$0.25
Envelopes	Reg Letter \$.15; 6x9 \$.25; 9x12 \$.30
Coupon books (if applicable)	\$6 per book, including postage and envelopes
Statements	Paper Statement \$1.25; eStatement \$0.75
Returned Check Fee	\$20 per occurrence (paid by District, applied to owner account)
Collection Notices	\$20 (paid by District and applied to owner account)
Transfer Account to Attorney	\$50 (paid by District, applied to owner account)
Debit Card Reconciliation	\$20 per month per debit card, if applicable
Lockbox / Bank Fees	No charge
Special Projects, as approved	Pre-approved by Board and based on scope of project
IT Support	Billed back as needed.
Additional Board/Committee Meeting Accountant Attendance	\$150 per additional meeting (over 12 meetings per year)
Excess Meeting Length	\$65 per hour over 2 hours. Meetings to be held M-TH.
Sr. Mgmt. Meeting Attendance	\$150 per representative (over 4 meetings per year)
Additional Staff, if requested	\$150 / hour Senior Management, \$65 / hour Manager \$45 / hour Administrative

## Scope of Services

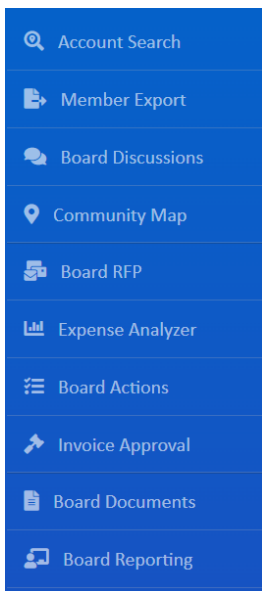
	Included	Per Hour
<b>ACCOUNTING SERVICES</b>		
<p>1. Monthly Accounting</p> <ul style="list-style-type: none"> <li>a. Conduct District billing and collection of operations fees and property taxes deposit into eligible PDPA depository.</li> <li>b. Receive, review, record, and process invoices for payments.*</li> <li>c. Prepare monthly financial statements and supplementary information.</li> <li>d. Receive and record payments for Capital Fees, reconcile bank accounts, and transfer funds to Trustee.</li> <li>e. Conduct delinquency processing per District policies and transfer accounts to attorney and/or collections agency.</li> <li>f. Monitor cash position to manage the District's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the District's Boards of Directors, in accordance with State law.</li> <li>g. Review claims for reimbursement from related parties prior to the board of directors' review and approval.</li> <li>h. Attendance at regular and special District Board meetings.</li> </ul>	<p>X</p> <p>*AP services are included in the existing management agreement and not included in this fee</p>	
<p>2. Budget Preparation</p> <ul style="list-style-type: none"> <li>a. Prepare and submit a proposed budget to the Boards of Directors of the districts by October 15<sup>th</sup>.</li> <li>b. Prepare the final budget and budget message, including any amendments thereto, if necessary.</li> <li>c. File the budget, and any amendments, with the Division of Local Government.</li> <li>d. Monitor all expenditures and, if necessary, to notify the district's legal counsel, the manager, and the Board of Directors when expenditures are expected to exceed appropriated amounts.</li> <li>e. Prepare the mill levy certification forms and file the mill levy certification forms with the Board of County Commissioners on or before December 15th (as the same may be extended) in accordance with state statute.</li> </ul>	<p>X</p>	<p>X</p> <p>Amendments Typically 3 hours</p>
<p>3. Bond Matters</p> <ul style="list-style-type: none"> <li>a. Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.</li> <li>b. Prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the district.</li> <li>c. Support issuance of new debt or refunding.</li> </ul>	<p>X</p>	<p>X</p> <p>Debt issuance and refunding (\$2,000)</p>

<p>4. Audit Services (if an audit is required)</p> <ul style="list-style-type: none"> <li>a. Obtain proposals for auditors to be presented to the Board.</li> <li>b. Prepare the year-end financial statements and related audit schedules for use by the district’s auditor.</li> <li>c. Cause the auditor to audit the annual financial statements of the district prepared as provided above, with the same submitted to the Board on or before June 30<sup>th</sup>.</li> <li>d. Cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S.</li> <li>e. Prepare the Application for Exemption from Audit - Long Form.</li> </ul>		<p>X Anticipate \$500-\$1000 per audit. If AHOA generates unaudited financial statements, an additional \$500.</p>
<p>5. Compilation Services (if an audit is not required)</p> <ul style="list-style-type: none"> <li>a. Prepare the Application for Exemption from Audit - Short Form.</li> <li>b. Perform a compilation engagement with respect to the Application for Exemption from Audit</li> <li>c. File the Application for Exemption from Audit</li> </ul>	<p>X</p>	
<p>6. Home Re-sale/Refinance or New Sale Coordination</p> <ul style="list-style-type: none"> <li>a. Provide status letters and set-up owner account information as necessary to facilitate the sale/purchase or refinance of individual units.</li> <li>b. Provide New Resident Welcome Letter and Information Package and facilitate membership transfers.</li> </ul>	<p>X</p>	
<p>7. Additional District Activation</p> <ul style="list-style-type: none"> <li>a. Provide all financial and administrative services as outlined above for newly activated districts.</li> </ul>		<p>\$250 per month per district</p>
<p>8. Research and make recommendations to the Board of Directors on financial investments and cash management matters, as requested.</p>		<p>X</p>

# System Sample Screen

## Board Portal in Community Link

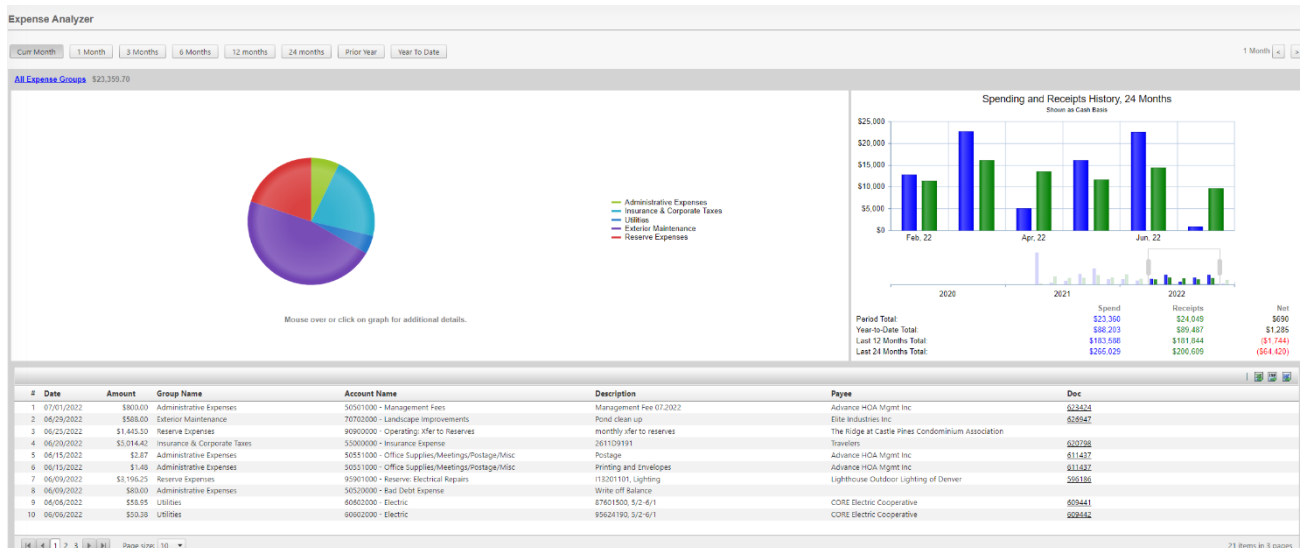
As a Board Member, you have exclusive access through the Board Portal to efficiently track decisions, view financials, view management reports, and conduct other community business. The Board Portal is designed to supply valuable information and transparency so Board Members can be confident in their roles as decision-makers for the community. Boards may also send broadcast messages to their membership. The Board Portal Overview provides a snapshot of the financial health of your District.



Features on the Board Portal include:

- Account Search: review account transactions and info for each owner
- Member Export: export a list of all owners and contact information
- Board Discussions: collaborate with board members
- Community Map: utilize the interactive map showing vios, work orders, ARCs
- Board RFP: consolidate RFP information in one location
- Expense Analyzer: use the interactive graphs for analyzing expenses
- Board Actions: record actions between meetings
- Invoice Approval: review and approve invoices for payments to vendors
- Board Documents: review documents for Board access only
- Board Reporting: run several available reports for real time data

The Expense Analyzer allows you dive deep into community expenses by General Ledger code with specific time frames, GL group types, and more. Great tool during budget season!



## Online Invoicing Approval

Our online invoice approval allows you to easily view current invoices and see all prior and paid invoices by month or vendor. When reviewing an invoice for approval, you will view an image of the invoice, the account code, and the bank account set to pay the invoice.

**Invoice Approval**

Vendor:  Start Date:  End Date:  Due Date:  Type:  Paid Status:  Approval:  Contains:

#	Id	Vendor Name	Invoice Number	Invoice Date	Invoice DueDate	Invoice Amount	Open Amount	Type	Status	Invoice Paid	Void	Check Number	Recommend	Invoice File
1	134444	ABC Lawn	45667	04/09/2020	04/09/2020	\$10.00	\$10.00	Invoice	Approved				Approved	
2	134431	ABC Lawn	9876	04/09/2020	04/09/2020	\$15.00	\$15.00	Invoice	Approved				Approved	
3	134393	Smith Repair	651132	04/09/2020	04/09/2020	\$132.31	\$0.00	Invoice	Approved	<input checked="" type="checkbox"/>			Approved	<a href="#">View</a>
4	131115	ABC Lawn		03/26/2020	03/26/2020	\$150.00	\$0.00	Invoice	Approved	<input checked="" type="checkbox"/>		204	Approved	<a href="#">View</a>
5	121781	123 Glass Co	2020-06	02/18/2020	02/18/2020	\$45.00	\$0.00	Invoice	Approved	<input checked="" type="checkbox"/>		204	Approved	
6	121723	Smith Repair	2020-05	02/18/2020	02/18/2020	\$100.00	\$100.00	Invoice	Approved				Approved	<a href="#">View</a>
7	121722	123 Glass Co	2020-04	02/17/2020	02/17/2020	\$40.00	\$40.00	Invoice	Approved				Approved	<a href="#">View</a>
8	125104	JDE Fire & Security	13964	01/30/2020	03/03/2020	\$131.00	\$0.00	Invoice	Approved	<input checked="" type="checkbox"/>		202	Approved	<a href="#">View</a>
9	125105	Lawncare Solutions, LLC	lc520-20073	01/29/2020	03/03/2020									
10	115561	Smith Repair	2020-01	01/28/2020	01/28/2020									

Overview **Files** Approvals History

**Voucher**

Id: 125105 Posted  
 Association: Pleasantville  
 Vendor: Lawncare Solutions, LLC  
 Invoice Date:  Due Date:   
 Invoice No:   Credit Memo  
 Reference / Account No:   
 Invoice Amount:  Open Amount: \$0.00  
 Pay Via:   
 Pay From Bank:   
 Do Not Combine Invoice:   
 Check Memo:   
 File:

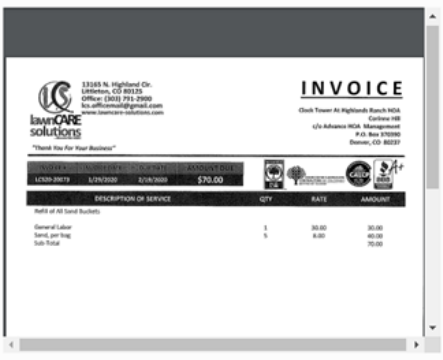
Created: 03/03/2020 by Admin Admin  
 Approved: 03/03/2020 by Casas Jackie

**Additional Approvals**

Approver Name	Approver Title	Status	Description	Date
Casas, Jackie	Association Invoice Approver	Approved		03/03/2020 10:46 AM

**Payment**

**Invoice**



**Expense Distribution**

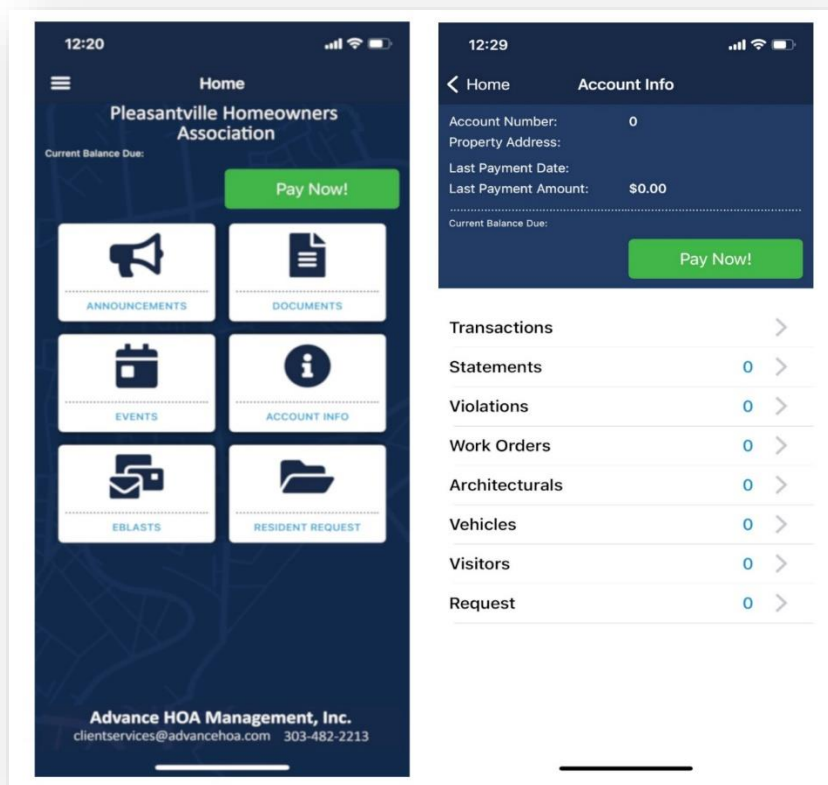
Save Allocation

GLAccount	GLDepartment	Exclude	Memo	Amount
6150 - Landscape Maintenance Misc	--- SELECT ---	<input type="checkbox"/>		70.00

## Mobile Application by Community Link

With the Community Link Mobile Application, Homeowners can get on-the-go access to make online payments, view documents, calendars, announcements, violations, work orders, design review requests, and all things related to your community.

Board Members have additional Board access in the App, to include invoice approval. The App is available for download in the Google Play or Apple App stores.







**PINNACLE**  
CONSULTING GROUP, INC.

Leyden Rock Metropolitan District  
Accounting Proposal  
October 8, 2024



October 8, 2024

Board of Directors  
Leyden Rock Metropolitan District  
Arvada, CO

Attn: Marissa Peck, via email [mpeck@wbapc.com](mailto:mpeck@wbapc.com)

We appreciate the opportunity to present this proposal for District Accounting services for Leyden Rock Metropolitan District. We based our proposal on review of publicly available documents and information gathered from Marissa Peck. We are confident that our experience and understanding make us an excellent fit for your District.

Pinnacle Consulting Group, Inc. was founded 20 years ago with a focus of serving the needs of local governments. We understand the complex structures and increasing service needs of local governments while operating within limited budgets. Pinnacle manages hundreds of special districts and have provided a variety of different services to other governmental entities such as authorities, special improvement districts, and municipalities.

Our professional staff of nearly 50 employees is dedicated to and focused on special districts and meeting the goals of each client. Pinnacle is structured to provide comprehensive special district services and our client service teams specialize in their individual area of expertise but work seamlessly together to provide exceptional service. We also offer specialized services in the areas of bond/debt issuance and analysis, retail sales fee collections, financial projections, long-term operating, reserve and financial plans, and new district formations.

Our mission is “to build lasting mutually beneficial relationships with our clients and community by delivering sound solutions and exceptional service”. The reputation we have built as a premier service provider is founded upon our customer service and solution orientated approach. We are nimble and flexible, enabling us to adapt and tailor services to meet the specific needs of our clients in the most efficient and cost-effective manner. We have the experience and bench strength to scale up or down throughout the evolution of the District while providing proactive consulting and sound solutions along the way. Our policies and procedures are updated annually across departments, incorporating the most up to date legal requirements, and we constantly analyze our efficiency, technology, systems and best practices. If you would like to hear more about the experience of some of our current clients, we have provided references in Exhibit A.

This proposal is focused on District Accounting and the scope of services is outlined in Exhibit B. Should there be a future need at your district, we offer comprehensive District Management and Administration, Facilities Management, and Community Management services.

Pinnacle Consulting Group, Inc. is prepared and excited for the opportunity to serve Leyden Rock Metropolitan District. We understand that our success is dependent upon your success and therefore we will strive to develop into trusted advisors and long-term partners with you. We would offer and welcome the opportunity to meet with you to personally introduce ourselves and answer any questions you may have.

Sincerely,  
Jason B. Woolard, Partner



**PINNACLE**  
CONSULTING GROUP, INC.

**EXHIBIT A**  
**CLIENT REFERENCES**

John Strider  
Board President, Brighton Crossings Metropolitan District  
970-227-7807  
jstrider81@q.com

John Troka  
Board President, Wildwing Metropolitan District  
970-460-9996  
jtroka@msn.com

Dustin Khaffaji  
Vice Chair, Timnath Ranch Metropolitan District  
970-231-9298  
khaffaji@msn.com



**EXHIBIT B**  
**SCOPE OF SERVICES**

**DISTRICT ACCOUNTING**  
**[FLAT FEE CONTRACTED SERVICES]**

**Accounting**

- Maintain District accounting records to include the cash receipts journal, cash disbursements journal, general ledger, accounts receivable journals and ledgers.
- Administer deposits with banks and financial institutions.
- Manage and track bank account reconciliations, investment records, and developer advance receipt and repayment records.
- Maintain asset and depreciation schedules.
- Prepare journal entries.

**Accounts Payable**

- Administer payments monthly.
- Process payments for approval by representatives of the Board of Directors.
- Prepare budget versus actual reports and check detail listing reports.

**Audit/Audit Exemption**

- Facilitate the preparation of audit and audit exemptions by preparing and providing audit documentation and schedules to the auditors and review of financial statements.
- Prepare and file Application(s) for Exemption from Audit when audits are not required.

**Board Meetings**

- Attend four (4) board meetings per year to present financial reports and budget summaries.

**Bond Compliance**

- Ensure compliance with all bond requirements and filing of continuing disclosures by preparing continuing disclosure reports and monitoring compliance with bond indentures and trust agreements.

**Budget**

- Collaborate with the Board of Directors on District priorities and goals throughout a well-coordinated annual budget process.
- Prepare annual budgets including detailed schedules of proposed O&M expenditures and analysis of mill levies, potential mill levy adjustments, District fees.
- Assist with filing of the annual budget and certified mill levies.
- Monitor actual expenditures against the approved budget and assist the Board of Directors with questions.
- Provide graphics and charts detailing revenues and expenses of the District, present information at Board Meetings and coordinate with the client service team to post information to the District website.



### **Cash Management**

- Administer cash transfers and investment of funds, as needed, for operations, capital, and debt.
- Monitor district cash receipts, disbursements, and investments.
- Initiate transfers between banks.
- Assist with the coordination and execution of banking and investment transactions and documentation at the director of the Board of Directors.

### **Financial Statements**

- Prepare quarterly financial statements including balance sheet and income statement.
- Provide current year forecast of revenues and expenditures.
- Provide budget versus actual expense analysis.
- Prepare and present financial reports and summaries of information at Board Meetings.

### **Payroll**

- Facilitate payment of director fees and administer payroll filings and reporting.
- Prepare and submit federal and state required employment filings.

### **FINANCIAL MANAGEMENT**

#### **[AVAILABLE UPON REQUEST AT HOURLY RATE]**

- Provide financial management through financial analysis of proposed transactions and a forward-looking review of debt and funding needs.
- Provide expert-level financial knowledge and opinion to the Board of Directors
- Prepare short-term and long-term financial modeling including the preparation of revenue and expenditure forecasts.
- Analyze mill levy and fee revenue streams based on anticipated build out of the Districts.

### **BILLING AND ACCOUNTS RECEIVABLE**

#### **[AVAILABLE UPON REQUEST AT HOURLY RATE]**

- Invoice and collect fees.
- Prepare billings, enter cash receipts, and track revenues.
- Invoice and collect service and maintenance fees.
- Assess covenant violation fees, as needed.
- Collect capital facility fees.

### **BONDING SUPPORT SERVICES**

#### **[AVAILABLE UPON REQUEST AT HOURLY RATE]**

- Provide input for the bond questionnaire in collaboration with the bond attorney, confirm accurate information in the documents, and respond to the bond team on all District related questions and clarifications.
- Provide quality control reviews of final documents, including Limited Offering Memorandum, indenture, capital pledge agreements, District resolutions, bond purchase agreement, continuing disclosure agreement, and all necessary amendments to IGA's, service plan, etc.
- Review bond documents to obtain a comprehensive understanding and convey information to the Board



of Directors and District constituents for consideration and approval.

- Setup ongoing disclosure and bond compliance reporting for the bond trustee, EMMA, and bondholders.
- Participate in meetings with the bond team to discuss and coordinate matters associated with the bonding process.
- Schedule and attend special board meetings associated with the bonding process.



**EXHIBIT C**  
**CLIENT SERVICE TEAM**

**Accounting Manager** – The Accounting Manager ensures all financial information is complete and accurate, reviews financial reporting, and ensures compliance and internal controls. They oversee the performance of the day-to-day accounting work of the Districts to include payables, receivables, developer advance funding, cash management, audits and audit exemptions, annual budgeting and budget management, payroll, reviews and processes reimbursements for eligible public improvement costs, and bond compliance matters.

**Senior Accounting Manager** – The Senior Accounting Manager provides high level guidance and support to the Accounting team. They possess a high level of governmental accounting and financial expertise. They work with the Board of Directors and legal counsel on high-level financial planning and structuring of debt. They serve as a backup to the Accounting Manager and can step in where necessary so that client service and communication remain seamless. The Senior Accounting Manager is an available resource to you for any concerns, feedback, or requests for additional services.

**EXHIBIT D**  
**COMPENSATION SCHEDULE**

<b>2025 Service Estimate</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
District Accounting Services	\$3,500	\$42,000
Billing and Accounts Receivable	\$165/hour	\$165/hour
Financial Management Services	\$260/hour	\$260/hour
Bonding Support Services	\$260/hour	\$260/hour

For the District Accounting services, we are proposing that our services are billed on a flat fee not to exceed basis without prior Board of Director authorization to exceed the contracted amount. We would propose billing on an hourly basis for the Billing and Accounts Receivable, Financial Management, and/or Bonding Support services on an as requested basis. If the Board’s preference is to structure this as an hourly not to exceed for all services, we would certainly be open to negotiating that for contracting purposes.

We anticipate that the first 30-days will primarily consist of a transition period with the former District Accounting firm. This transition and initial set-up includes document transfer, establishment of records, review of existing agreements and resolutions, coordination with Board of Directors and legal counsel to establish priorities in alignment with budgetary constraints, and urgent recommendations.

During the annual budgeting process each Fall, we will work closely with the Board of Directors to determine a scope of services desired for the next year which produces a summary of hours and fixes the contract amount. If changes or additions to the agreed upon scope of work occur after the budget is determined, we will work with the Board of Directors to gain authorization prior to commencing those additional services. Should the District decide to contract additional services we offer such as District Management and Administration, Facilities Management, Community Management, or Capital Infrastructure Project Management, we will coordinate with the Board of Directors to establish a contract addendum.

Reimbursable Expenses: The following expenses are in addition to compensation for Services and include expenses incurred in the interest of the District:

- Mileage and related travel expenses as required for Services directly related to the District.
- Expenses paid for District annual IRS Form 1099 renewals.
- Expenses paid for District bill spend and expense platforms.
- Expenses paid for newspaper publications associated with District budget amendments.
- Postage, courier and mailing services, facsimiles, or other similar District related expenses.
- Reproductions, postage, and handling of District documents.



After Recording, Return to:  
WHITE BEAR ANKELE TANAKA & WALDRON  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122

**FOURTH AMENDED AND RESTATED RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
LEYDEN ROCK METROPOLITAN DISTRICT  
CONCERNING THE IMPOSITION OF AN OPERATIONS FEE**

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WHEREAS, the Leyden Rock 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., as amended (the “**Special District Act**”); and

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

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, and the general public, to acquire, construct, operate and maintain certain amenities and facilities benefitting property owners, taxpayers, and residents within the District, and the general public, which amenities and facilities generally include landscaping, streets and park and recreation improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, to provide certain services to the property owners, taxpayers, and residents within the District, and the general public, including without limitation, landscape maintenance, snow removal, covenant enforcement and trash removal (collectively, the “**Services**”); and

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

WHEREAS, the District incurs certain direct and indirect costs associated with the upkeep, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided, operated, and maintained; and

WHEREAS, the District 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 District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the District, and the general public and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, on June 20, 2023, the Board adopted the Third Amended and Restated Resolution of the Board of Directors of the Leyden Rock Metropolitan District Concerning the Imposition of an Operations Fee, which was recorded in the real property records of the Jefferson County Clerk and Recorder’s Office on February 6, 2024, at Reception No. 2024006674 (the “**Prior Fee Resolution**”) and the Board desires to adopt this Resolution to amend, restate, and supersede the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties, or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

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

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” 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.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located on a Lot which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in an End User.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the District, and the general public to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Operations Fee shall consist of a recurring payment (the “**Recurring Payment**”) and a separate payment imposed on the Transfer of a Residential Unit to an End User (the “**Transfer Payment**”), which together shall comprise the Operations Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit to an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district, or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree, or agreement partitioning, terminating, or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying, or supplementing a Transfer

previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board has determined, and does hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Services, and paying the Operations Costs, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District to pay for general administrative costs of the District.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorneys' fees, at the rate of eighteen percent (18%) per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. 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 District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Operations Fees, fees, rates, tolls, penalties, charges, interest, and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Leyden Rock Metropolitan District" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The Operations 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 the District, 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 Jefferson 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 all property within the District Boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective January 1, 2025.

*[Remainder of Page Intentionally Left Blank. Signature Page Follows].*

ADOPTED this 15<sup>th</sup> day of October, 2024.

LEYDEN ROCK METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

---

General Counsel to the District

*Signature page to Fourth Amended and Restated Resolution Concerning the Imposition of an  
Operations Fee*

**EXHIBIT A**  
**LEYDEN ROCK METROPOLITAN DISTRICT**  
**Schedule of Fees**  
**Effective January 1, 2025**

Schedule of Fees		
Fee Type	Classifications	Rate
<b>Operations Fee – Recurring Payment</b>	Tract K, Filing No. 6 Fee*	\$372 annually, collected annually**
The Due Date for each Operations Fee – Recurring Payment is January 1 <sup>st</sup> .		
<b>Operations Fee – Payment Due Upon a Transfer</b>	Residential Unit	\$305.00 per Transfer
The Due Date for each Operations Fee—Payment Due Upon Transfer is the date upon which the Transfer occurs.		

\*A list of properties subject to Tract K, Filing No. 6 Fee is attached hereto and incorporated herein as **Exhibit C**.

\*\*Payable quarterly by written notice to the District Manager

**PAYMENTS:** Payment for each fee shall be made payable to the Leyden Rock Metropolitan District and sent to the following address for receipt by the Due Date:

Leyden Rock Metropolitan District  
c/o Advance HOA Management, Inc.  
P.O. Box 98113  
Phoenix, AZ 85038

**EXHIBIT B**

**LEYDEN ROCK METROPOLITAN DISTRICT**

**District Boundaries**



**EXHIBIT C**

**LEYDEN ROCK METROPOLITAN DISTRICT**

**Tract K, Filing No. 6 Properties**

18592 W. 87th Avenue, Arvada, Colorado 80007  
(Block 3, Lot 77, Leyden Rock Subdivision Filing No. 6)

18582 W. 87th Avenue, Arvada, Colorado 80007  
(Block 3, Lot 78, Leyden Rock Subdivision Filing No. 6)

18572 W. 87th Avenue, Arvada, Colorado 80007  
(Block 3, Lot 79, Leyden Rock Subdivision Filing No. 6)

18562 W. 87th Avenue, Arvada, Colorado 80007  
(Block 3, Lot 80, Leyden Rock Subdivision Filing No. 6)

**RESOLUTION**  
**ADOPTING BUDGET, APPROPRIATING SUMS OF MONEY AND CERTIFYING**  
**MILL LEVIES FOR THE CALENDAR YEAR 2025**

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The Board of Directors of Leyden Rock Metropolitan District (the “**Board**”), City of Arvada, Jefferson County, Colorado (the “**District**”), held a regular meeting, via teleconference and at 17685 W. 83rd Drive, Arvada, Colorado on October 15, 2024, at the hour of 6:00 p.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

*[Remainder of Page Intentionally Left Blank]*

NOTICE AS TO PROPOSED 2025 BUDGET

WHEREAS, the Board has appointed its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was available for inspection by the public at a designated place, a public hearing was held and interested electors of the District were provided a public comment period and given the opportunity to file any objections to the proposed budget prior to the final adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2025. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy of Property Taxes. The Board does hereby certify the levy of property taxes for collection in 2025 as more specifically set out in the budget attached hereto.

Section 3. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut, or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 4. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant, or other designee to certify to the Board of County Commissioners of Jefferson County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 5. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated from the revenue of each fund for the purposes stated.

Section 6. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager, or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 7. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED OCTOBER 15, 2024.

**DISTRICT:**

**LEYDEN ROCK 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

STATE OF COLORADO  
COUNTY OF JEFFERSON  
LEYDEN ROCK METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held at 17685 W. 83<sup>rd</sup> Drive, Arvada, Colorado and via teleconference on Tuesday, October 15, 2024, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_ day of October, 2024.

\_\_\_\_\_  
Signature

**EXHIBIT A**  
**BUDGET DOCUMENT**  
**BUDGET MESSAGE**

# MANAGEMENT REPORT

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	October 9, 2024

<p><b>2024 Regular Board Meeting Schedule:</b>  <u>Capital Projects Discussion on the First Tuesday of each month</u></p> <ul style="list-style-type: none"> <li>❖ January 2</li> <li>❖ February 6</li> <li>❖ <del>March 5, canceled</del></li> <li>❖ <del>April 2, canceled</del></li> <li>❖ May 7</li> <li>❖ June 4</li> <li>❖ <del>July 2, canceled</del></li> <li>❖ <del>August 6, canceled</del></li> <li>❖ <del>September 3, canceled</del></li> <li>❖ <del>October 1, canceled</del></li> <li>❖ <b>November 5, online only</b></li> <li>❖ <b>December 3</b></li> </ul>	<p><b>2024 Regular Board Meeting Schedule:</b>  <u>Regular Business on the Third Tuesday of each month</u></p> <ul style="list-style-type: none"> <li>❖ January 16</li> <li>❖ February 20</li> <li>❖ March 19</li> <li>❖ April 16</li> <li>❖ May 21</li> <li>❖ June 18</li> <li>❖ July 16- ANNUAL MEETING</li> <li>❖ August 20</li> <li>❖ September 17</li> <li>❖ <b>October 15</b></li> <li>❖ <b>November 19- BUDGET HEARING</b></li> <li>❖ <b>December 17</b></li> </ul>
<p><b>Last Reserve Study: 2020</b></p> <p><b>Operating Fee:</b> \$0.00/year  <b>Tract K Filing Fee:</b> \$372/year</p> <p><b>Current mill levy (2023), for collection in 2024</b>            23.256 mills - (general fund)            30.246 mills - (debt service fund)</p>	<p><b>Board of Directors:</b></p> <ul style="list-style-type: none"> <li>❖ <b>Brett Vernon, President</b> Term to May 2027</li> <li>❖ <b>Scott J. Plummer, Secretary</b> Term to May 2027</li> <li>❖ <b>Christian Ardita, Assistant Secretary</b> Term to May 2025</li> <li>❖ <b>Jen Langhals, Assistant Secretary</b> Term to May 2025</li> <li>❖ <b>Jeff Cunningham, Treasurer</b> Term to May 2025</li> </ul>
<p><b>District Services:</b> Residential Trash, Common Area Landscape Maintenance, Common Area Snow Removal, Pet Waste Removal, Pool Maintenance &amp; Staffing, Social Events</p>	<p><b>Dates to Note:</b></p> <ul style="list-style-type: none"> <li>❖ Republic Community Meeting: Tuesday, October 22<sup>nd</sup></li> <li>❖ New Resident Social: Tuesday, October 29<sup>th</sup></li> <li>❖ Clubhouse Voting Poll Center: October 31 – November 7 (includes set up, poll and clean up)</li> </ul>
<p><b>Landscape Committee:</b>            Tanis Batsel-Stewart            Carolyn Rowe            Thu Koelling            Diane Mangam            Lisa Coleman            Pam Hill</p>	<p><b>Additional Information:</b></p> <ul style="list-style-type: none"> <li>❖ E-newsletter Performance:                Total Contacts: 2,134                Email Open Rate: 77%</li> </ul>



## COMPLIANCE INSPECTIONS

**Inspector:** Pam Mitchell

<p><b>Schedule:</b></p>	<p>Inspections occur <b>weekly</b>. Trash day: Monday</p> <p>Week 1: Filing 1 &amp; 2 Week 2: Filing 3 &amp; 4 Week 3: Filing 5 Week 4: Filing 6</p> <p>Every drive re-inspects existing violations that are flagged for inspection</p>
<p><b>Ways of Working:</b></p>	<p>Katie to review report violation report weekly:</p> <ul style="list-style-type: none"> <li>- Courtesy Notices auto-send from inspector findings</li> <li>- Identify addresses that require additional support by Pam.</li> <li>- Close violations as needed.</li> <li>- Send violations to the attorney as needed.</li> </ul> <p>Katie to flag any items to Pam for the following week by Wednesday.</p> <p>Pam may close a violation before compliance date if cured but cannot escalate to next step before the compliance date.</p> <p>Pam to email or text Katie potential exterior modification that may require approval (such as painting or major landscape renovation taking place) and note vehicles driving through common areas to access their units and any construction/project activity.</p>
<p><b>Priorities:</b></p>	<p>Landscaping:</p> <ul style="list-style-type: none"> <li>- Lawn – brown / dead grass: June through September</li> <li>- Lawn Maintenance- mowed &amp; trimmed.</li> <li>- Weeds in lawn and rock beds: all year</li> <li>- Dead shrubs/trees: all year</li> </ul> <p>– Seasonal pruning</p> <p>Other Items:</p> <ul style="list-style-type: none"> <li>- Trash can storage: all year</li> <li>- Basketball hoops: all year <ul style="list-style-type: none"> <li>– must be stored halfway up driveway when not in use</li> <li>– prohibited to be attached to the home</li> </ul> </li> <li>- General disrepair (fences, shingles, shutters)</li> <li>- Unsightly conditions (exterior storage of landscaping materials &amp; equipment, oil stains, un-stored items)</li> </ul> <p>Seasonal:</p> <ul style="list-style-type: none"> <li>- Holiday lighting, including clips.</li> <li>- Snow removal <ul style="list-style-type: none"> <li>– owners are responsible for removing snow on driveways &amp; sidewalks</li> </ul> </li> </ul>

## CURRENT PROJECTS / ACTION ITEMS

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PROJECT	DESCRIPTION	STATUS
Jellyfish Lighting	Working with Jeff/Scott to review & consider updated guidelines	In progress
Budget Season	Requesting 2025 proposals	In progress
Pool Closing	Coordination of closing pool	Complete
Clubhouse Refresh	Refresh includes updated furniture, design upgrades, acoustic elements	In progress
Pool Lighting	Upgrade lights to LED	Complete
Trail Condition Review	Review condition of all District-owned trails	Complete
Community FAQ	Compile FAQ questions from Board members and create location on website	On hold, website placement
Clubhouse Updated Cleaning Checklist	Cleaning requirement changes from refresh	Complete
Pool Plaster	Resurfacing the pool	On Hold
Concrete Repairs	Identifying concrete repair needs around the community	On Hold
Column Stone Replacement	Stone has come off on of the fence columns in the community	On Hold
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	On Hold
Tower Storage Room	Seeking shelving options to better utilize storage space	On hold
Parking Lot Lighting	Adding lighting to the parking lot at the clubhouse	On Hold
Landscape Project Planning	Project planning for landscape projects with Board liaisons	Ongoing
Lifestyle	Event planning/execution	Ongoing
Sponsorship Management	Community Partnerships	Ongoing
Weekly Community E-Newsletter	Content creation	Ongoing
District Website Management	Updates to website	Ongoing
Wayfinding Signs/Message Board	Updates to current information	Ongoing
Reservation Calendar	Managing private rental and clubhouse use	Ongoing
Vendor Management	Ongoing vendor maintenance and meetings	Ongoing
Board Meeting Prep	Management Report and memo prep	Ongoing

Financials	Invoice Review	Ongoing
Resident Support	Homeowner inquiries	Ongoing
Violations	Inspection review and follow up	Ongoing
Architectural Review	Application review and follow up	Ongoing
Surveillance Monitoring	Review of surveillance camera footage and follow up	Ongoing
Hybrid Meeting Prep	Support from Mountain Media Productions for Board meeting	Ongoing

## ANNUAL CALENDAR - 2024

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<b>January</b>	<ul style="list-style-type: none"> <li>▪ District Office Closed - New Years Day</li> <li>▪ Domain Auto Renewal - January 5, 2024</li> <li>▪ District Office Closed – MLK Day</li> <li>▪ HVAC Preventative Maintenance – Visit 1</li> </ul>
<b>February</b>	<ul style="list-style-type: none"> <li>▪ District Office Closed - February 19, 2024</li> </ul>
<b>March</b>	<ul style="list-style-type: none"> <li>▪</li> </ul>
<b>April</b>	<ul style="list-style-type: none"> <li>▪ Board Email Auto Renewal - April 8, 2024</li> <li>▪ Pool Forms/FOB Distribution begins</li> </ul>
<b>May</b>	<ul style="list-style-type: none"> <li>▪ Pet Waste- 3x Weekly Starts</li> <li>▪ Community Meeting (Arvada Fire &amp; Arvada PD)- May 13, 2024</li> <li>▪ District Office Closed – Memorial Day</li> <li>▪ Snow Contract Expires</li> <li>▪ Irrigation Start-up / Spring Clean-up</li> <li>▪ Backflow Inspection</li> <li>▪ HVAC Preventative Maintenance – Visit 2</li> <li>▪ Pool Shade Installation</li> <li>▪ Phase 2 Fence Staining – May 31- June 10, 2024</li> </ul>
<b>June</b>	<ul style="list-style-type: none"> <li>▪ District Office Closed - Juneteenth</li> </ul>
<b>July</b>	<ul style="list-style-type: none"> <li>▪ District Office Closed – Independence Day</li> <li>▪ District Office Closed - July 5, 2024</li> <li>▪ Annual Town Hall Meeting</li> <li>▪ Request Holiday Lighting Proposal</li> </ul>
<b>August</b>	<ul style="list-style-type: none"> <li>▪ Budget Season Begins, Request Proposals</li> <li>▪ Budget Working Session #1</li> <li>▪ AED Pad Expiration- 2026</li> </ul>
<b>September</b>	<ul style="list-style-type: none"> <li>▪ District Office Closed – Labor Day</li> <li>▪ Pool Closing Date – Labor Day, <i>Extension to be determined based on weather</i></li> <li>▪ Renew Snow Contract</li> <li>▪ HVAC Preventative Maintenance – Visit 3</li> </ul>
<b>October</b>	<ul style="list-style-type: none"> <li>▪ Pet Waste- 2x Weekly Starts</li> <li>▪ Draft Budget Due to CLA- October 1</li> <li>▪ District Office Closed – October 14, 2024</li> <li>▪ Draft Budget Submitted by CLA- October 15</li> <li>▪ Irrigation Shutdown / Fall Clean-up</li> <li>▪ Pool Shade Removal</li> </ul>
<b>November</b>	<ul style="list-style-type: none"> <li>▪ Final Budget Changes to CLA- November 1, 2024</li> <li>▪ District Office Closed – Veteran’s Day</li> <li>▪ Board Meeting/Budget Hearing (Regular Business) - November 19, 2024</li> <li>▪ District Office Closed - November 27, half day</li> <li>▪ District Office Closed- Thanksgiving &amp; Black Friday</li> </ul>
<b>December</b>	<ul style="list-style-type: none"> <li>▪ District Office Closed – Christmas Eve &amp; Christmas Day</li> </ul>

## LIFESTYLE COMMUNITY CALENDAR- 2024

<i>Events This Month</i>	Community CPR & First Aid Class	Saturday, October 12, 2024
	Republic Community Mtg	Tuesday, October 22, 2024
	Art Gallery Open House	Saturday, October 26, 2024
	New Resident Social	Tuesday, October 29, 2024
<i>Upcoming Events Next Month</i>	Masquerade Ball - Adults Night Out	Saturday, November 9, 2024
	Turkey Trot	Saturday, November 16, 2024
	Clubhouse Voting Center	Oct. 31-Nov. 8
<i>Monthly Events</i>	Arvada Story Time	First Wednesday AM of the month
	Sound Bath	First Wednesday PM of the month
	Mobile Groomer	Second Tuesday of the month
	Toddler Time	Third Wednesday of the month
	Empty Nesters	Last Friday AM of the month(Oct.25)
	Trivia Night	Last Friday PM of the month(Oct. 25)
	Mobile Barber	Rotating Dates, 1x monthly
<i>Signature Events</i>	Easter	Saturday, April 5, 2025
	Pool Opening Party	TBD 2025
	Fourth of July	TBD 2025
	Fall Fest	TBD 2025
	Adults Night Out- 2 times	Saturday, November 9, 2024
	Turkey Trot	Saturday, November 16, 2024
	Holiday Market	First weekend in December, Saturday, December 7, 2024
	Santa Visits	Saturday, December 14, 2024 Sunday, December 15, 2024
<i>Club Activity</i>	Mahjong Club*	Weekly meetups
	Running Club	Weekly meetups
	Chess Club	Bi-weekly meetups
	Book Club	Monthly meetups
	Hiking Club	Monthly meetups
	Bunco Club	Monthly meetups
	Craft Club	Monthly meetups
	Give Back Club	Monthly meetups

## CURRENT CONTRACTS

SERVICE	COMPANY	RATE	EXPIRATION	TERMINATION CLAUSE
Landscaping (including pond maintenance)	Keesen Landscape	\$196,450 <i>See scope for fees</i>	December 31, 2024	30 days
Snow Removal	Keesen Landscape	T&M <i>See scope for fees</i>	May 31, 2025	30 days
Weed & Pest Control	Weed Wranglers	\$73,500 \$4,500/pest control visit (2x/year)	December 31, 2024	30 days
Pet Waste Removal	Poop 911	\$2,060/ 3x week per month \$1,610/ 2x week per month + \$10.00 per roll for bags	December 31, 2024	30 days
Trash Removal	Republic Services	\$256,170	December 31, 2024	30 days
Janitorial Services	Done & Dusted	\$200.00/ clubhouse cleaning \$95.00/pool cleaning	December 31, 2024	30 days
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + \$7,000 chemicals	December 31, 2024	30 days
Pool Monitors	Mile High Pools	\$96,448	September 4, 2024	30 days
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2024	30 days
Design Review	Lee Design Group	\$55/ application \$75/custom exterior painting submission	December 31, 2024	30 days
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2024	30 days
Tree Care Services	Preservation Tree Care	<i>See scope for fees</i>	December 31, 2024	30 days
Pest Control	Advantage Pest Control	\$95/month	December 31, 2024	30 days

## FACILITY MAINTENANCE HISTORY

ELEMENT	MAINTENANCE APPROACH	MAINTENANCE / INSPECTION HISTORY	NOTES
AED	Annual	<ul style="list-style-type: none"> <li>• Inspection for expiration of pads &amp; battery</li> </ul>	
Backflows	Annual Testing Required by COA	<ul style="list-style-type: none"> <li>• Completed in in May/June 2024</li> </ul>	23 backflow locations
Fencing	Each fence staining phase completed once every 5 years  Repairs, as needed	<ul style="list-style-type: none"> <li>• Phase 1- 2023, Complete</li> <li>• Phase 2- 2024, Complete</li> <li>• Phase 3- 2025</li> <li>• Phase 4- 2026</li> <li>• Phase 5- 2027</li> </ul> Restart <ul style="list-style-type: none"> <li>• Phase 1 – 2028</li> <li>• Phase 2 – 2029</li> <li>• Phase 3- 2030</li> <li>• Phase 4 – 2031</li> <li>• Phase 5- 2032</li> </ul>	
HVAC	3 preventative maintenance visits per year	<ul style="list-style-type: none"> <li>• Complete for 2024</li> </ul>	
Window Washing & Deck Power Wash	Annual	<ul style="list-style-type: none"> <li>• Cancelled for 2024</li> </ul>	
Pool Grill Cleaning	Annual	<ul style="list-style-type: none"> <li>• Complete</li> </ul>	
Pest Control	Monthly	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>	
Plumbing	ON HOLD	<ul style="list-style-type: none"> <li>• Inspection of drains, faucets, toilets</li> </ul>	Annual cost \$515.00.
Fire System	ON HOLD	<ul style="list-style-type: none"> <li>• Inspection of fire extinguishers, emergency lights</li> </ul>	Annual Cost ~ \$385

## CLUBHOUSE RENTAL HISTORY

MONTH	RESIDENT	NON-RESIDENT	NON-PAYING RENTALS (501c3, clubs, HOA)	Total
<i>January</i>	<b>5</b>	<b>1</b>	<b>19</b>	<b>25</b>
<i>February</i>	<b>5</b>	<b>-</b>	<b>19</b>	<b>24</b>
<i>March</i>	<b>3</b>	<b>1</b>	<b>17</b>	<b>21</b>
<i>April</i>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>May</i>	<b>5</b>	<b>-</b>	<b>18</b>	<b>23</b>
<i>June</i>	<b>8</b>	<b>2</b>	<b>9</b>	<b>19</b>
<i>July</i>	<b>3</b>	<b>0</b>	<b>12</b>	<b>15</b>
<i>August</i>	<b>8</b>	<b>2</b>	<b>20</b>	<b>30</b>
<i>September</i>	<b>5</b>	<b>1</b>	<b>15</b>	<b>21</b>
<i>October</i>				
<i>November</i>				
<i>December</i>				

## LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** Advantage Pest Management

**Title of Agreement/Contract:** Pest Control

**Agreement/Contract Date:** September 26, 2024

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. **The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives.** The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.



6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District

and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, 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 Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

<b>District:</b>	<b>Contractor:</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

**Exhibit A**  
Scope of Services/Compensation Schedule



## Commercial Pest Control Bid Form

Advantage Pest Management  
2921 W 38<sup>th</sup> Ave.  
Unit 222  
Denver, CO 80221  
720-774-8014  
jross@advantagepmco.com

Company Name: Leyden Rock Com. Center  
Contact: Katie Call  
Address: 17685 W 83<sup>rd</sup> Ave  
City: Arvada, CO 80007  
Phone: 303-482-2213 x 360  
Email: katie.call@advanccHOA.com

**Project Information:**

**Location:** Leyden Rock Community Center + Pool  
**Pest Issue:** Rodents  
**Service Request:** Preventative  
**Frequency:** Monthly or Bi-Monthly  
**Payment Terms:** Net 30  
**Service Availability:** Mon-Fri  
**Additional Information:** Complete services around pool hours

**Scope of Service:**

Advantage Pest Management will set up a reoccurring rodent control program to minimize the rodent activity around the clubhouse and the pool area. This rodent program will consist of 6-8 exterior rodent control stations around the property to minimize the rodent population creating a safer and more enjoyable atmosphere around the pool and club house

**Ongoing Service:**

Each visit APM will inspect and report on the bait stations at the pool. We will detect the amount of rodent activity and apply bait accordingly to minimize rodenticide on the property as well as rodent pressure. We can do this through Bluetooth monitoring or visual inspections upon each visit.

**Extra Services:**

APM will provide in between services at no additional cost, if needed

**Estimated Time Of Service:**

20-30 min

**Covered Pests:**

Norway Rats, House Mice, Deer Mice

**Products Used:**

Evo Express weighted bait stations with or without Bluetooth  
ContraC Blox

**Cost of Service:**

With Bluetooth Monitoring (minimal use of poison)

Initial Set-Up: \$300

Monthly Service: \$95/mo

W/O Bluetooth Monitoring (use of rodenticide on each visit)

Initial Set-Up: \$200

Bi-monthly Service: \$125/mo

\_\_\_\_ By checking this box, you acknowledge and consent that your action constitutes an electronic signature as legally binding as a handwritten signature, agreeing to the terms and conditions outlined in the document. You affirm your intent to enter, and be bound by, the agreements made herein through this digital signing process.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Terms Continued Below*

Advantage Pest Management (APM) Commercial Pest Control Services Agreement Terms and Conditions:

**1. Provision of Services:**

Advantage Pest Management (APM) shall extend comprehensive pest management services, inclusive of inspections, pest identification, and implementation of control measures, expressly designed to accommodate the multifaceted nature of commercial property requirements.

**2. Service Scope:**

The scope of pest control services provided under this Agreement includes targeting pests around the exterior perimeter of the structure, as well as inside the premises. APM will select treatment methods and products based on the type of pests, extent of infestation, and in adherence to safety standards.

**3. Safety and Environmental Compliance:**

Advantage Pest Management (APM) is committed to the highest standards of safety and environmental stewardship. We utilize pest control methods and products that are environmentally responsible and approved by regulatory agencies. Our technicians are trained to apply treatments in a manner that minimizes risks to your family, pets, and the environment. We strictly adhere to all guidelines set forth by environmental protection agencies to ensure the safety and efficacy of our services.

**4. Adherence to Regulatory Compliance:**

The services rendered by APM shall be in strict compliance with all applicable industry-specific health and safety regulations, with APM undertaking to maintain a service protocol that supports Client's regulatory compliance obligations.

**5. Customer Preparation Responsibilities:**

To ensure the effectiveness of our pest control services, we ask customers to prepare their premises prior to our visit. This includes securing all pets and moving them to a safe area, both for interior and exterior services, to prevent any exposure to treatment materials. We may also need access to the entire perimeter of the property so side gates may need to be unlocked.

**6. Minimization of Operational Disruption:**

APM covenants to schedule and execute pest control services in a manner that minimizes interference with Client's commercial operations, adhering to a mutually agreed-upon service schedule to facilitate uninterrupted business conduct.

**8. Access and Cooperation:**

The customer agrees to provide APM personnel with access to the premises at the scheduled times for service. In instances where access is not possible, the customer is obligated to notify APM in advance to reschedule the service. Failure to provide access or timely notification may result in additional charges or impact the efficacy of the pest control services.

**9. Communication and Scheduling:**

Advantage Pest Management (APM) will primarily communicate with customers through text messages and emails for scheduling and service-related updates. It is incumbent upon the customer to provide timely responses to these communications. The customer is required to inform APM in advance if a scheduled service needs to be rescheduled. Failure to provide such notification may result in the customer being liable for payment for the scheduled service. In such cases, APM may charge for partial services rendered and it becomes the responsibility of the customer to contact APM to arrange for any further services. This policy ensures that APM can efficiently manage its service schedule and resources, while also providing customers with the flexibility to manage their service appointments.

**10. Record Keeping and Reporting Protocol:**

Advantage Pest Management (APM) shall maintain meticulous records of all pest control interventions conducted at the Client's premises and shall furnish detailed reports thereof, which shall include, but not be limited to, the nature of treatments administered, pest occurrences, and efficacy of interventions, for the Client's internal and regulatory use.

**11. Re-treatment Policy:**

Advantage Pest Management (APM) commits to offering complimentary re-treatments for the specific pests covered under this Agreement, as required, between the scheduled service visits. APM will endeavor to respond to re-treatment requests within 72 business hours to address and resolve the issue. In instances where re-treatment is requested, APM reserves the right to conduct a thorough inspection to assess the presence and extent of the pest infestation. If APM determines that there is no substantial evidence of a pest infestation consistent with the customer's claim, APM may, at its discretion, choose to deny the re-treatment service. This measure is to ensure the fair and appropriate use of the re-treatment policy. Should treatment be required for pests not covered in this Agreement, such services will be provided at an additional cost. These costs, as well as the details of the additional services, will be communicated to the customer for agreement prior to commencement of treatment.

**12. Provision of Emergency and After-Hours Services:**

In recognition of the potential for urgent pest control exigencies, APM agrees to provide emergency pest management services beyond standard operational hours, subject to the terms herein defined for such eventualities.

**13. Insurance and Licensing Information:**

APM is fully licensed by the Colorado Department of Agriculture for commercial pest control applications. We carry comprehensive insurance coverage, including general liability, workers' compensation, and auto insurance, to provide peace of mind and protection for our clients and employees.

**14. Suspension of Service:**

Services may be suspended if the Client fails to comply with the terms set forth by APM or if the Client's account becomes past due and there is no demonstrable effort to rectify the outstanding balance. APM reserves the right to discontinue services until the account is settled or an agreement is reached.

**15. Agreement Termination and Cancellation Policy:**

This Agreement may be terminated by either party at any time. Clients may cancel this Agreement at their discretion. In the interest of fairness and transparency, initial service fees will be charged at the commencement of the Agreement, thereby precluding the need for long-term contractual commitments or hidden fees. Upon termination or cancellation of this Agreement by the client, Advantage Pest Management (APM) will not issue refunds for any services already rendered. For clients who have prepaid for services, a prorated refund will be issued for any services that have not yet been provided. It is required that notification of cancellation or termination must be provided in writing by the client. This ensures a clear and documented communication process for ending the service agreement.

**16. Data Protection and Privacy Policy:**

APM is committed to protecting the privacy and security of our customers' personal information. The information collected, such as contact details and payment information, is used solely for the purpose of providing pest control services and communicating with our customers. We implement strict security measures to ensure the confidentiality and integrity of your data.

**17. Renewal Terms:**

This Agreement will automatically renew at the end of each term for a subsequent term unless either party provides written notice of termination. Renewal of the Agreement will be at the then-current terms and pricing, subject to the annual price adjustment clause.

**18. Annual Price Adjustment:**

Advantage Pest Management (APM) reserves the right to implement an annual price increase of 2-4% from the initial start date of the pest control service. This annual adjustment is implemented to account for inflation, increased operational costs, and other relevant economic factors.

By entering into this Agreement, the customer acknowledges and agrees to this annual price increase. APM will not provide additional notifications each year regarding this increase, as this policy is hereby communicated and agreed upon within this Agreement.

**19. Payment Terms:**

The Client agrees to the payment terms as outlined in this Agreement. Payment for services rendered by APM is expected upon completion of each service visit via check or credit card, in accordance with the agreed-upon terms. The Client will ensure that APM has the correct payment details on file. Any billing inquiries or disputes shall be communicated to APM within a reasonable period.

**20. Additional Charges:**

Additional charges may apply for services or materials that are not included in the initial scope of this Agreement. This may include treatments for pests not listed in the Agreement and any extra materials required for specific pest control situations.

**21. Automatic Credit Card Billing:**

As part of our commitment to convenience and efficient service delivery, Advantage Pest Management (APM) offers an automatic billing option for our clients. Under this policy, APM will automatically bill the client's credit card for pest control services as per the specific charge agreement outlined in the initial service contract. Upon entering into this Agreement, the client authorizes APM to charge their provided credit card for services rendered in accordance with the agreed-upon schedule and pricing. This may include regular service fees, any additional charges for extra services or treatments as specified in the Agreement, and applicable taxes. The client's credit card will be charged automatically following the completion of each scheduled service or as otherwise stipulated in their specific charge agreement. APM will provide the client with a digital receipt or invoice for each transaction for their records. Clients are responsible for ensuring that their credit card information is kept up to date. In case of any changes to the credit card details, it is the client's responsibility to notify APM in a timely manner to avoid interruptions in service. APM commits to maintaining the highest standards of data protection and privacy. All credit card information will be stored and processed using secure, encrypted methods to ensure the client's financial security and privacy.

**22. Customer Feedback and Service Evaluation:**

Following each service, APM will request customer feedback through email and text messages. We value your opinions and use this feedback to continually improve our services. Your ratings and comments help us maintain high standards and ensure your satisfaction with our pest control solutions.

**23. Limitation of Liability:**

Advantage Pest Management (APM) is committed to providing high-quality pest control services with the aim of mitigating and controlling pest issues. While APM endeavors to prevent pest-related damages, it is important to note that APM's primary role under this Agreement is the provision of pest control services. APM cannot assume responsibility for any damages caused by pests at any time before, during, or after the provision of its services. This includes, but is not limited to, physical damages to the property or health-related issues arising from pest infestations. Although APM employs professional methods and techniques to control and manage pest problems, it is understood that complete prevention of pest-related damages cannot be guaranteed. APM encourages customers to communicate promptly about any pest concerns so that they may be addressed in a timely and effective manner.



**MEMORANDUM**

To: Board of Directors

From: Katie Call, Community Manager

Date: October 9, 2024

Re: Filing 1 Trail Restoration and Swale

After recent onsite visits with the landscape liaisons, the approach to trail restoration on the Filing 1 trail has been revised from the original proposal received. This trail, which has been impacted by erosion (see proposal for photos), has been under review for several months. Based on the updated assessment, Keesen has proposed a revised plan that involves utilizing a swale system and top dress the trail.

Project	GL Category	2024 Budget	Actual	Proposal Amount	Remaining after Approval
Filing 1 Trail Restoration & Swale	Landscape Replacement	\$ 200,000.00	\$ 50,360.00	\$ 7,574.00	\$ 42,786.00







October 08, 2024

WORK ORDER #111371

**PROPOSAL FOR**

Leyden Rock Metropolitan District  
W. 82nd Avenue & Leyden Rock Drive  
Arvada, CO 80007

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to [service@keesenlandscape.com](mailto:service@keesenlandscape.com) or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

**DESCRIPTION OF WORK TO BE PERFORMED**

2024 Trail restoration and Leyden Rock Parkway Drain

**This proposal is to restore the trail to safe level conditions for the use of the community. We will begin working with the top-dress of materials, followed by the installation of a cobble lined swale along the upslope side of the trail. This will divert water to the end of apparent erosion of the trail where we will cross the path with buried drainpipe and daylight on hillside into a riprap outlet pan.**

**\*Swale footprint was determined from looking at trail conditions and satellite images indicating general erosion of hill side. This is an attempt to divert the majority of water but does not guarantee diversion of all storm water to occur.**

**\*This approach will avoid the need to involve City and City permitting for curb cuts.**



<b>Sale</b>	\$7,573.30
<b>Sales Tax</b>	\$0.00
<b>Total</b>	<b>\$7,573.30</b>

**LEYDEN ROCK METROPOLITAN DISTRICT  
WORK ORDER SUMMARY**

<b>INCLUDED SERVICES</b>	<b>SALES TAX</b>	<b>TOTAL COST</b>
Trail top-dress and swale install	\$0.00	\$7,573.30
	<b>\$0.00</b>	<b>\$7,573.30</b>





**MEMORANDUM**

To: Board of Directors

From: Katie Call, Community Manager

Date: October 9, 2024

Re: Clubhouse Rose Maintenance

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Keesen is recommending perennial maintenance as part of the enhanced landscape services for 2025. In preparation for this, they have submitted a proposal to begin care for the roses at the clubhouse this October. The proposed service includes deadheading the roses to promote healthy growth and applying fertilizer to support their development.

<b>Project</b>	<b>GL Category</b>	<b>2024 Budget</b>	<b>Actual</b>	<b>Proposal Amount</b>	<b>Remaining after Approval</b>
Clubhouse Rose Maintenance	Landscape Replacement	\$ 200,000.00	\$ 42,786.00	\$ 1,517.00	\$ 41,269.00



September 30, 2024

PROPOSAL #111506

**PROPOSAL FOR**

KATIE CALL  
ADVANCED HOA MANAGEMENT, INC  
LEYDEN ROCK METROPOLITAN DISTRICT  
W. 82ND AVENUE & LEYDEN ROCK DRIVE  
ARVADA, CO 80007

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to [service@keesenlandscape.com](mailto:service@keesenlandscape.com) or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

**DESCRIPTION OF WORK TO BE PERFORMED**

Rose Maintenance Oct 2025

Includes 1 visit for remainder of 2025 season in October

Dead head roses and add fertilizer.

Rose Maintenance		\$1,516.06
	<b>Sale</b>	\$1,516.06
	<b>Sales Tax</b>	\$0.00
	<b>Total</b>	<b>\$1,516.06</b>

**PAYMENT SCHEDULE**

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
October	\$1,516.06	\$0.00	\$1,516.06
	<b>\$1,516.06</b>	<b>\$0.00</b>	<b>\$1,516.06</b>

By \_\_\_\_\_  
Angie Sherman

Date 9/30/2024  
\_\_\_\_\_

**Keesen Landscape Management,  
Inc.**

By \_\_\_\_\_

Date \_\_\_\_\_

**ADVANCED HOA  
MANAGEMENT, INC**

as Agent for

LEYDEN ROCK  
METROPOLITAN DISTRICT

**Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.**



17685 W. 83<sup>rd</sup> Dr. • Arvada, CO 80007  
Client Services 303-482-2213

### ARCHITECTURAL REVIEW FORM

Please submit your applications and supporting documents to Client Services [clientservices@advancehoa.com](mailto:clientservices@advancehoa.com)  
Be sure to include a plot plan or detailed drawing showing the proposed location of your project(s) and photos of materials.

Homeowner(s): \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Requesting Approval for the Following:

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Initial Landscape (must be completed within 180 days of closing) | <input type="checkbox"/> Landscape Modification |  |  |
| <input type="checkbox"/> Fence  | <input type="checkbox"/> Deck/Patio             | <input type="checkbox"/> Driveway/Sidewalk           | <input type="checkbox"/> Roof/Windows/Door(s)    |
| <input type="checkbox"/> Paint  | <input type="checkbox"/> Storage Shed           | <input type="checkbox"/> Pool/Spa                    | <input type="checkbox"/> Play Set/Play Structure |
| <input type="checkbox"/> Solar Devices  | <input type="checkbox"/> Exterior Lighting      | <input type="checkbox"/> Other/Notes (specify below) |  |

**Enter project description here:**

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**Please review and acknowledge the following:**

I acknowledge I will not start work on this project until an approval letter has been received from the District.

I acknowledge the reviewer has **45 days** to review and approve each application.

I acknowledge an approval is valid for **1 year** from the date of approval.

I acknowledge approval from the District does not alleviate me from meeting any building and safety requirements put in place by the City of Arvada. I have obtained all required building permits and permissions required by the City.

I acknowledge I do not have the authority to give contractors permission to access my property via a neighboring property or District Open Space. I understand I am liable for all damages and repairs made to property outside of my own.

**For Garden Homes, Patio Homes and Patio Villas only:** I acknowledge I have obtained written permission from my HOA before submitting my application for final approval from the District.

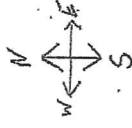
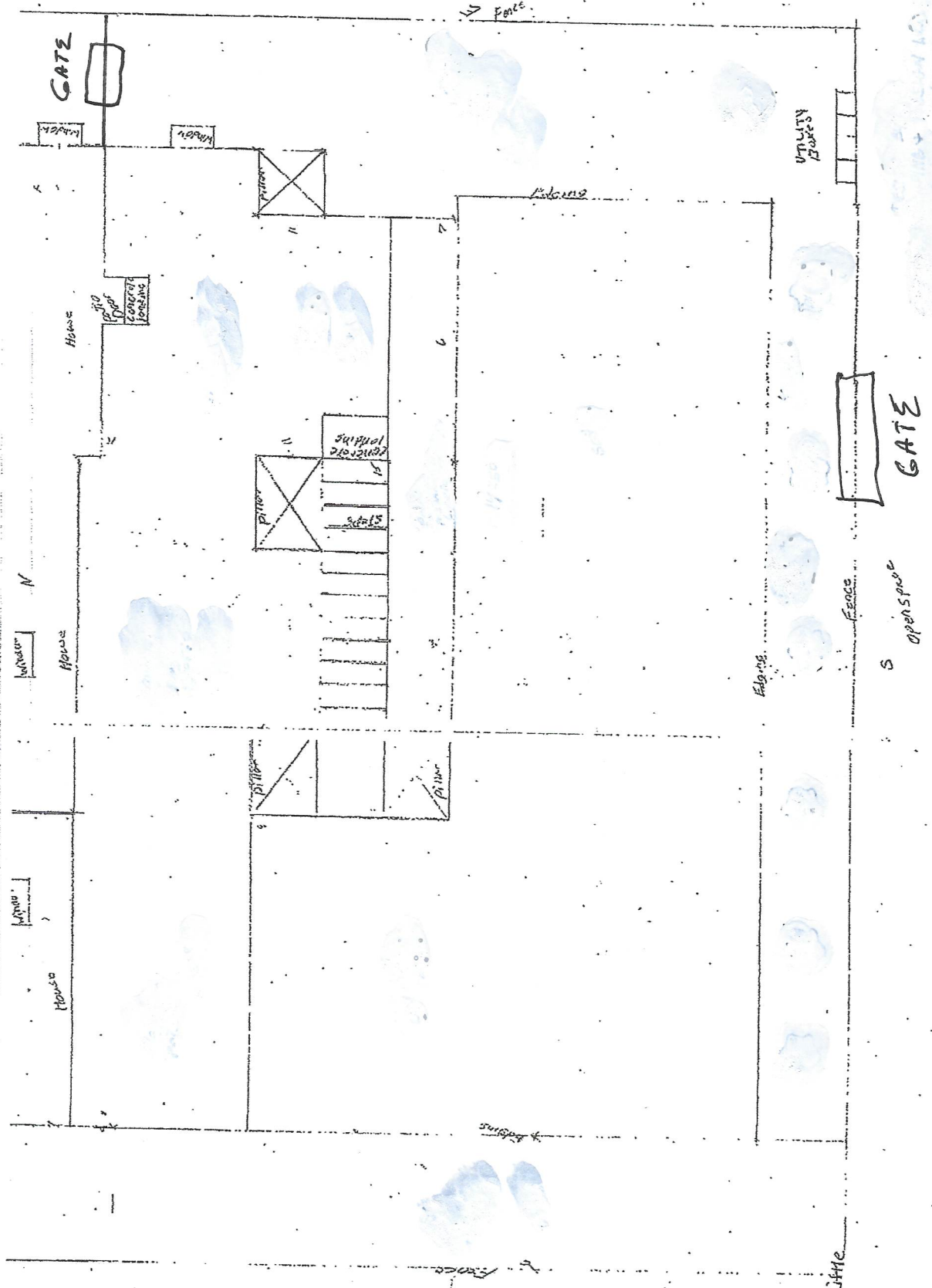
**OWNER ACKNOWLEDGMENT:**

"AS THE OWNER OF THE PROPERTY LOCATED AT \_\_\_\_\_ I HEREBY ACKNOWLEDGE THAT IF ANY WORK HAS COMMENCED PRIOR TO THE APPROVAL OF THE REVIEWER, I WILL BE LIABLE FOR ALL COSTS NECESSARY TO BRING THE WORK INTO COMPLIANCE WITH THE DESIGN GUIDELINES. ADDITIONALLY, I ACKNOWLEDGE THAT ALL IMPROVEMENTS SHOWN WITHIN THE UTILITY EASEMENTS ARE PLACED AT MY SOLE RISK AND LIABILITY. I HEREBY ACKNOWLEDGE THAT ALL IMPROVEMENTS SHOWN SHALL BE INSTALLED AND MAINTAINED AS DEPICTED HEREON MODIFICATIONS TO THESE IMPROVEMENTS IN THE FUTURE WILL NOT BE MADE UNTIL AN ARC APPROVAL IS SOUGHT AND EITHER WAIVED OR GRANTED."

Owner Signature: \_\_\_\_\_

Date \_\_\_\_\_

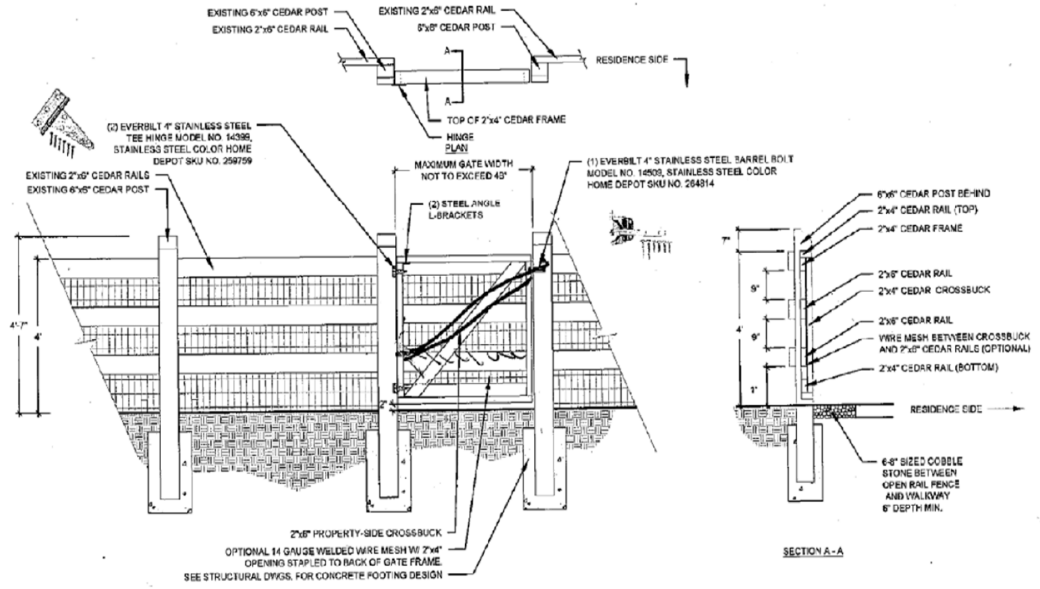
NOT TO SCALE



Homeowner:  
 Mark & Kathieeen Little  
 17712 W. 83rd Pl  
 Arvada CO 80007  
 303-253-1425



**Figure 3. Gate Detail**



- NOTE:
1. GATE TO SWING INWARD TOWARD RESIDENCE
  2. GATE TO BE INSTALLED ONLY ON REAR YARD 3 RAIL FENCE AND ADJACENT TO OPEN SPACE
  3. THE GLASS CAN BE EITHER ON THE INSIDE OR OUTSIDE

LEYDEN ROCK RESIDENTIAL GATE DETAIL

SCALE: 3/8"=1' 0"

**RESIDENTIAL  
IMPROVEMENT GUIDELINES  
AND SITE RESTRICTIONS FOR**

**LEYDEN ROCK  
METROPOLITAN DISTRICT**

REVISED ~~SEPTEMBER 9, 2019~~ ~~April~~ ~~August 20~~ ~~September 17~~ ~~October 17,~~  
2024

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# 1 INTRODUCTION

## 1.1 Basis for Guidelines

These Residential Improvement Guidelines and Site Restrictions (the “Guidelines”) are intended to assist Owners living in the Leyden Rock Community (the “Community”) in implementing landscaping and other Improvements to their property. The Covenants and Restrictions of Leyden Rock (the “Covenants”) require prior approval from the Architectural Review Committee (the “ARC”) before the construction, erection, placement, alteration, planting, application, installation, or modification of any Improvement upon any Unit shall be made. In order to assist Owners, the ARC desires to establish certain pre-approved designs for several types of Improvements and to exempt certain Improvements from the requirement for approval. This booklet contains the guidelines established by the ARC with respect to property subject to the Covenants, which guidelines have been approved by the governing board of Leyden Rock Metropolitan District (the “District”), as provided in the Covenants. Your property may also be subject to regulation by a separate homeowners association. Owners are also responsible for compliance with any other documents applicable to their individual neighborhood.

Some types of Improvements may fall under one or more heading in these Guidelines. Make sure that your proposed Improvement complies with the requirements in all categories, or that it is clear you are seeking to install an Improvement in a manner that is not within the scope of one of the headings (e.g., Yard Ornaments, Birdhouses, and Statutes).

## 1.2 Definitions

All capitalized words and phrases used in these Guidelines shall have the same meaning as provided in the Covenants unless otherwise specifically defined in these Guidelines otherwise defined herein. For ease of reference, “Improvements” are all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including buildings, outbuildings, swimming pools, hot tubs, satellite dishes, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, dog runs, fences, including gates in fences, basketball backboards and hoops, swingsets or other play structures, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, groundcover, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment, if any.

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**1.3 Contents of Guidelines**

In addition to the introductory material, these Guidelines contain (A) a summary of procedures for obtaining approval from the ARC (see Section 2); and (B) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of ~~improvements~~Improvements (see Section 3).

**1.4 Architectural Review Committee or Representative**

The ARC consists of persons, representatives or a committee appointed to review requests for approval of architectural or site changes.

**1.5 ARC Contact Information**

The contact information of the ARC, persons, committee or representative authorized to administer the architectural review process is:

COMPANY NAME	OFFICE	<u>E-MAIL/ELECTRONIC CONTACT INFO</u>
<a href="#">CCMC</a> <a href="#">17865 W. 83<sup>rd</sup> Drive</a> <a href="#">Arvada, CO</a> <a href="#">80007</a> <a href="#">Advance</a> <a href="#">HOA Management</a>	(303) 423-0270	<b>Error! Hyperlink reference not valid.</b> <b>Error! Hyperlink reference not valid.</b> <a href="#">WEBSITE FROM</a> <a href="#">BENleydenrocklife.com</a>

**1.6 Effect of Covenants**

The Covenants govern the Property within the Community. Each Owner should review and become familiar with the Covenants. Nothing in these Guidelines supersedes or alters the provisions or requirements of the Covenants and, if there is any conflict or inconsistency, the Covenants will control.

[Approval by the ARC does not constitute any assurance that such improvement complies with any additional governing documents or other rules issued by a homeowners association and applicable to a particular Lot.](#)

**1.7 Effect of Governmental and Other Regulations**

Use of property within the Community and any Improvements must comply with any applicable building codes and other governmental requirements and regulations. Owners are encouraged to contact Jefferson County and the City of Arvada for further information and requirements for Improvements they wish to make.

**APPROVAL BY THE ARC DOES NOT CONSTITUTE ASSURANCE THAT IMPROVEMENTS COMPLY WITH APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS OR THAT A PERMIT OR APPROVALS ARE NOT ALSO REQUIRED FROM APPLICABLE GOVERNMENTAL BODIES.**

**OWNERS ARE RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS FROM APPLICABLE GOVERNMENTAL BODIES AND FOR COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS.**

### **1.8 Interference with Utilities**

In making Improvements to property, Owners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Owners should not construct any Improvements over such easements without the consent of the utility involved, and Owners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting:

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

### **1.9 Goal of Guidelines**

Compliance with these Guidelines and the provisions of the Covenants will help preserve the inherent architectural and aesthetic quality of the Community. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Guidelines and to promote the highest quality design for the neighborhood. It is important that Improvements to property be made in harmony with and not detrimental to the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these Guidelines and obtaining prior written approval for Improvements to property from the ARC, Owners will be protecting their financial investment and will help insure that Improvements to property are compatible with standards established for the Community. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these Guidelines, the ARC's interpretation shall be final and binding.

## 2 PROCEDURES FOR ARC APPROVAL

### 2.1 General

As indicated in Section 3 of these Guidelines, there are some cases in which advance written approval of the ARC is not required if the Guidelines with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, a specific type of Improvement is not permitted under any circumstances. In all other cases, including Improvements not included in Section 3, advance, or prior written approval by the ARC is required before an Improvement to property is commenced.

### 2.2 Drawings or Plans

Owners are required to submit to the ARC a completed Architectural Review Request Form (“ARR”), which forms are available from the person or entity listed in Section 1.5, and complete plans and specifications, in duplicate, if requested, (said plans and specifications to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks, and grading plan, as well as such other materials and information as may be required), and receive written approval of the same from the ARC, prior to commencement of work on any Improvement to property. The ARC may request submission of an ARR in hard copy in addition to any electronic copy. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect, or draftsman, and a simple drawing with dimensions and description will be sufficient, but the ARC will notify an Owner if additional materials must be submitted. In the case of major improvements, such as room additions, structural changes or accessory building construction, detailed plans, and specifications, prepared by a licensed architect, may be required. Whether done by the Owner, or professionally, the following guidelines should be followed in preparing drawings or plans:

- A. The drawing or plan should be done to scale and shall depict the property lines of your Unit and the outside boundary lines of the home as located on the Unit. If you have a copy of an improvement survey of your Unit obtained when you purchased it, this survey would be an excellent base from which to start.
- B. Existing Improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing Improvements include driveways, walks, decks, trees, shrubs, fences,

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[flowerbeds, hardscape areas](#), etc. The proposed Improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed Improvement, including the materials to be used and the colors. For Example: Redwood deck, ten (10) feet by twelve (12) feet with two inch by four inch (2"x4") decking and natural stain.

- C. The plan or drawing and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Unit, and the e-mail address and telephone number where the Owner can be reached.
- D. The proposed Improvements must take into consideration the easements, building location restrictions and sight distance limitations at intersections. [Owners should review the recorded plat for this information.](#)
- E. Owners should be aware that many Improvements require a permit from Jefferson County or other governmental entity. The ARC reserves the right to require a copy of such permit as a condition of its approval.
- F. In some instances, elevation drawings of the proposed Improvement will be required. The elevation drawings should indicate materials.
- G. Photographs of existing conditions and of proposed materials and colors are encouraged to be included, and are helpful to convey the intended design, but should not be used solely to describe the proposed changes.

### **2.3 Submission of Drawings and Plans**

~~Two copies~~ [A copy](#) of the drawing or plans (minimum acceptable size 8.5" x 11") must be submitted to the ARC along with a completed ARR. Color photographs, brochures, paint swatches, etc. will help expedite the approval process. Specific dimensions and locations are required. =

Any costs incurred by the ARC for review of submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the ARC in reviewing any submission will be assessed to the Owner requesting approval of the submission.

### **2.4 Action by ARC**

The ARC will meet as required to review plans submitted for approval. The ARC may require submission of additional information or material, and the request will be deemed denied until all required information and

materials have been submitted. The ARC will act upon all requests in writing within forty-five (45) days after the complete submission of plans, specifications, and other materials and information as requested by the ARC. If the ARC fails to review and approve in writing (which may be with conditions and/or requirements) or disapprove, a request for architectural approval within forty-five (45) days after the complete submission of the plans, specifications, materials, and other information with respect thereto, such request is deemed approved by the ARC. A submission is not deemed "complete" if the ARC requests additional or revised drawings, plans, or other information. No rights of appeal are permitted except as expressly contemplated by the Resolution establishing the ARC.

## **2.5 Revisions and Additions to Approved Plans**

Any revisions and/or additions to approved plans made by the Owner or as required by any governmental agency, must be re-submitted for approval by the ARC. The revised plans must follow the requirements as outlined above.

## **2.6 Completion of Work**

After approval (which may be with conditions and/or requirements) of any proposed Improvement by the ARC, the proposed Improvement shall be completed and constructed as promptly and diligently as possible, and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within one year from the date of the approval or within the time frames required for the installation of landscaping as set forth in the Covenants (the "Completion Deadline"), or to complete the Improvement in complete conformance with the conditions and requirements of the approval, shall constitute noncompliance; provided, however, that the ARC may grant extensions of time to individual Owners for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing and the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

## **2.7 Notice of Completion**

Upon the completion of an Improvement, the applicant for approval of the same shall give a written "Notice of Completion" to the ARC. Until the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement on which approval (which may be with conditions and/or requirements) has been



sought and granted as provided in this Section.

## **2.8 Inspection of Work**

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

## **2.9 Notice of Non-Compliance**

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

## **2.10 Correction of Non-Compliance**

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

## **2.11 Amendment**

These Guidelines may at any time, from time to time, be added to, deleted from, repealed, amended, and modified, reenacted, or otherwise changed by the ARC, with the approval of the Person authorized to appoint the ARC, as changing conditions and/or priorities dictate.

## **2.12 Questions**

If you have any questions about the foregoing procedures, feel free to [call contact](#) the ARC at the phone number and address listed in the Section 1.5 of these Guidelines.

### **3 SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS**

#### **3.1 General**

The following is a listing, in alphabetical order, of a wide variety of specific types of Improvements which Owners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed Improvement must be submitted to the ARC and written approval of the ARC obtained before the Improvements are made. In some cases, where it is specifically so noted, an Owner may proceed with the Improvements without advance approval if the Owner follows the stated guideline. In some cases, where specifically stated, some types of Improvements are prohibited. ARC review and approval is required on any external items not be listed below.

##### **3.1.1 Variances**

Approval of any proposed plans by the granting of a variance from compliance with any of the provisions of these Guidelines is at the sole discretion of the ARC when ~~circumstances-practical difficulties~~ such as topography, natural obstructions, hardship, ~~aesthetic~~, or environmental considerations may require a variance to prevent unnecessary hardship. Any such variance granted is limited to the specific property, provision, and instance covered by the variance, and does not waive any of the terms and provisions of the Covenants or these Guidelines as to any other Owner, Lot, or Unit. A variance from the Covenants or these Guidelines is not a variance as to the requirements of any other entity with jurisdiction of the Lot or Unit.

##### **3.1.2 No Unsightliness**

All unsightly conditions, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment, when not in actual use, must be enclosed within a structure or screened from other Units and rights of way in a manner approved by the ARC.

##### **3.1.3 Waivers; No Precedent**

The approval or consent of the ARC to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent as to any application or other matters whatsoever, as

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to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent in any other matter. Each property is unique and is subject to individual review and consideration, but in no cases will the ARC act in a manner that is arbitrary, capricious, or discriminatory.

### 3.1.4 Liability

The Metropolitan District, ARC, and the officers, directors, and members thereof shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. Neither ~~The~~ Metropolitan District nor the ARC shall ~~not~~ bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The ARC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same.

### 3.2 Accessory Buildings

Approval is required. Approval will be based upon, but not limited to, the following criteria:

A. "Accessory Buildings" include, by way of example and not limitation, storage sheds, ~~detached~~ garages, greenhouses, and gazebos. Playhouses and play structures are not considered Accessory Buildings. Chicken coops are not permitted. Accessory Buildings may only be located in the rear yard, except and unless expressly permitted in another location by the ARC.

~~A.B. Storage sheds and/or accessory buildings~~ Accessory Buildings must be aesthetically compatible and consistent with the style and character of the home and other homes in the same general area of the Community. ~~Storage sheds and/or any accessory buildings~~ Accessory Buildings shall not be more than ten (10) feet by ten (10) feet, and shall not be more than eleven (11) feet high at the peak. The roof pitch must be complementary to the existing roof on the home, unless otherwise approved by the ARC. ~~Such storage sheds and/or accessory buildings~~ Accessory Buildings must be permanent in nature.

B.C. Siding, roofing, and trim materials must match those on the home, unless otherwise approved by the ARC. Metal, plastic, PVC, and other materials not consistent with original construction by the Builder are not

permitted. TREX and engineered composite wood type products consistent with original Builder construction are permitted.

~~C.D.~~ Smaller Units may not have a suitable location for ~~a storage shed~~ Accessory Building. In any case, no more than one (1) ~~storage shed~~ Accessory Building and one (1) playhouse (see Section 3.4748, Playhouses) shall be permitted per Unit.

~~D.E.~~ The ARC, in reviewing and approving or denying an application for approval of ~~a storage shed or accessory building~~ Accessory Building, shall take into consideration lot size, square footage of the home, the existing grading, fence locations, landscape screenings, etc.

~~E.~~ Any utilities serving the ~~storage shed or accessory building~~ Accessory Building shall be underground.

~~F.~~

~~G.F.~~ ~~A playhouse or play structure shall not be considered an accessory building.~~

~~H.G.~~ ~~Existing s~~ All setbacks required of the home must be observed when placing ~~storage sheds, accessory buildings, gazebos and playhouses.~~ Accessory Buildings. A copy of the home's plot plan filed with the location of the proposed accessory building is required with the ARR.

### 3.3 Additions and Expansions

Approval is required. Additions or expansions must be constructed of wood, masonite, glass, brick, stone, or other material as used in construction of the exterior of the home. The design must be the same or generally recognized as a complementary architectural style and meet all design guidelines as may be applicable. Colors must be the same as that of the residence. Patios may not be more than twenty five percent (25%) of the entire rear yard of the Unit unless otherwise approved by the ARC.

### 3.4 Address Numbers

Approval is required to replace, alter or relocate existing address numbers, unless the address numbers are replaced using the same style, color and type of number currently on the residence.

### 3.5 Air Conditioning Equipment

Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators installed after the initial construction.

Approval is not required for replacement of existing air conditioning equipment with like equipment located in the same location as the equipment being replaced.

No heating, air conditioning, air movement (e.g., swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows. Ground mounted or exterior wall air conditioning equipment installed in the side yard must be installed in a manner so as to minimize visibility from the street and minimize any noise to adjacent property Owners.

### 3.6 Antennae/Satellite Dishes

#### 3.6.1 General Provisions

Installation of Permitted Antennas in compliance with this section shall not require the approval of the ARC, so long as the installation complies with the following requirements.

"Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section. ~~Installation of Permitted Antennas shall not require the approval of the ARC.~~

- A. All Permitted Antennas shall be installed with emphasis on being as unobtrusive as possible to the Community. To the extent that reception is not substantially degraded or costs unreasonably increased, all Permitted Antennas shall be screened from view from any street and nearby Units to the maximum extent possible, and placement shall be made in the following order of preference:
- (1) Inside the structure of the house, not visible from the street
  - (2) Rear yard or side yard, behind and below the fence line
  - (3) Rear yard or side yard, mounted on the house, in the least visible location below roofline

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- (4) Side yard in front of wing fence, screened by and integrated into landscaping
  - (5) Back rooftop
  - (6) Front yard screened by and integrated into landscaping
- B. If more than one (1) location on the Unit allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.
- C. Permitted Antennas shall not encroach upon common areas or any other Owner's property.

**3.6.2 Installation of Antennae/Satellite Dishes**

- A. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.
- B. All Permitted Antennas shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal.
- C. Owners are responsible for all costs associated with the Permitted Antenna, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the Permitted Antenna.
- D. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Permitted Antennas, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.
- E. All other antennas, not addressed above, are prohibited without the prior approval of the ARC.

**3.7 Artificial Turf.**

- A. Installation of artificial turf is permitted only in the rear yard.
- B. Allowable face weight must be a minimum of 60 ounces per square yard. The turf must be designed with a highly perforated and permeable backing that allows water and liquid to drain.

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C. The pile height of the artificial turf shall be minimum of 1 inch, not to exceed 2-inches.

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D. Artificial turf must be professionally installed and covered by a manufacturer's warranty of at least eight (8) years. Artificial turf must be installed in such a way as to appear seamless and uniform. Only natural colors are acceptable to remain unchanged from the natural green lawn appearance.

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E. After installation, the turf must be maintained according to the manufacturer's guidelines and warranty requirements to preserve a like-new condition, color, and uniformity with no tears or seams visible. Artificial turf must be regularly cleaned or sprayed with water to avoid unpleasant odors.

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F. When artificial turf no longer appears natural in color and appearance, or has suffered irreparable damage or wear, the turf must be replaced.

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Approval is required. Artificial turf is only allowed in back yards. The turf must be sufficiently screened and/or buffered along the perimeter of the property (depending on the specific conditions of the lot) in order to minimize visibility from the street or any common areas. Adequate base/drainage must be provided under the turf surface, and a plan showing the turf installation area and proposed drainage plan must be provided with the ARR. A 12" x 12" sample of the proposed turf, together with product name, manufacturer, and component information supplied by the manufacturer, along with any material or use warnings that apply to the product must be provided with the ARR. If approved, turf must be maintained in an attractive condition, and not allowed to fade, crack, or otherwise fall into disrepair. If turf is not maintained in accordance with community standards, the owner will be required to remove and replace the turf with new product natural turf.

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### **3.73.8 Awnings**

Approval is required. Awnings should be an integral part of the house or patio design. The color shall be complimentary to the exterior of the residence.

See Section 3.3940, Overhangs/Sunshades/Awnings – Cloth or Canvas.

### **3.83.9 Backyard Sport Pads.**

Approval is required. Backyard, concrete pads for "sport" type courts must be approved by the ARC. The ARC will consider backyard sport courts based on pad size, Unit lot size and proximity to other Units. Sport equipment installed or stored on or around the pad must be maintained at all times in a neat and clean manner. The ARC may require drainage or grading certificates to be submitted with the ARR for a backyard sport pad.

**3.93.10 Balconies**

See Section 3.4718, Decks.

**3.103.11 Barbecue/Gas Grills**

Approval is not required. All barbecue grills, smokers, etc. must be stored in the rear yard or within an enclosed structure, not visible from the front of the home.

**3.113.12 Basketball Backboards, Permanent and Portable**

Approval is required for permanent pole mounted basketball backboards. Only clear backboards with strong, wind resistant poles will be considered. No basketball backboards shall be attached to the garage. Portable basketball backboards shall be allowed without approval only if the following guidelines are met:

A. Portable units cannot be placed in the public rights of way, streets, sidewalks or street lawns.

B. Location must be in the driveway, at least half of the length of the driveway away from the street, or in the side or rear yard.

C. Portable basketball backboards may be left out when not in use only if the backboard, hoop, and net are in good repair. Portable basketball backboards that are not in good repair, including the hoop and net, must be stored out of sight when not in use and may not be left out for more than 24 hours. Approval is not required, subject to the following limitations. No basketball backboards shall be attached to the garage. Only portable basketball backboards shall be allowed if the following guidelines are met:

A. Portable units cannot be placed in the public rights of way, streets, sidewalks or street lawns.

B. Location must be in the driveway, at least half of the length of the driveway away from the street, or in the side or rear yard.

C. Portable basketball backboards may be left out when not in use only if the backboard, hoop, and net are in good repair. Portable basketball backboards that are not in good repair, including the hoop and net, must be stored out of sight when not in use and may not be left out for more than 24 consecutive hours.

D. Permanent garage or pole mounted basketball hoops are not permitted.

**3.123.13 Birdbaths**

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Approval is not required, subject to the following limitations. Placement in front or side yard is not allowed. Birdbaths are only permitted in the rear yard.

See Section 3.667, Statues or Fountains.

#### **3.133.14 Birdhouses and Bird Feeders**

Approval is not required, subject to the following limitations. If installed in the rear yard and the size is limited to one foot by two feet, no approval is required. No more than three of each of a birdhouse or bird feeder shall be installed on any Unit, but no birdhouses or bird feeders may be installed in a manner that creates a nuisance. Birdhouses or bird feeders may be mounted on a pole, provided the pole shall not exceed five (5) feet in height.

#### **3.143.15 Carports**

Approval will not be granted.

#### **3.153.16 Clothes Lines and Hangers**

Approval is not required, subject to the following limitations. Clotheslines may only be placed in the rear yard. Fixed clotheslines and hangers are not permitted. Temporary drying structures will be permitted so long as such structures are used solely in the rear yard of a lot and are immediately removed from sight after each use. Retractable clotheslines with permanent fixtures require approval.

#### **3.163.17 Cloth or Canvas Overhangs**

See Section 3.3940, Overhangs/Sunshades/Awnings – Cloth or Canvas.

#### **3.173.18 Decks**

Approval is required. The deck must be harmonious (in configuration, detail, material, and color) with the architecture of the house. Modifications or additions to Builder installed decks must incorporate the same materials, colors, and detailing as the Builder's or approved existing deck. TREX or similar engineered composite wood type products are the preferred material for construction. Plastic, PVC, or similar materials are prohibited.

~~The appropriate governmental permits are also required. Owners are responsible for obtaining any and all required governmental permits, and~~

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complying with all applicable building codes and regulations.

The deck should be located so as not to create an unreasonable level of noise for adjacent property Owners. Decks shall be set back at least 8 feet from the rear property line and at least 3 feet from the side property lines, or such greater setbacks as may be required by other entities.

Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Covenants.

Upper-level decks shall be attached directly to the house. Only ground level decks may be approved as freestanding decks. Decks shall not extend beyond the Unit boundaries into any common area or other Unit. Depending on Unit location and orientation, decks should not project beyond the side walls of the house. The side walls of the house are defined as the major (structural) side walls and do not include bay windows, chimney enclosures, porches or other such projections. In certain situations, stairs and some portions of the deck may extend up to 4' beyond the side walls.

A solid trim board shall be provided on any open side of the deck to conceal the joists and cut ends of the decking. Underdeck screening should be compatible with the architecture of the house and deck. Any lattice must be properly framed and recessed.

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

### **3.183.19 Dog Houses**

Approval is required. Dog houses are restricted to ten (10) square feet and must be located in a fenced back yard or dog run. Dog houses must be installed at ground level, and must not be visible above the fence. Dog houses must also match the colors and materials of the exterior of the home. Limit of one dog house per Unit.

### **3.193.20 Dog Runs**

Approval is required. Dog runs must be located in the rear or side yard, abutting the home and substantially screened from view by planting fast-growing or mature trees or shrubs. Dog runs will be limited to two hundred (200) square feet, unless a variance is granted by the ARC. Dog run fences should be left natural in color and sealed to prevent premature weathering. Dog runs must be made of wood. Please refer to the fence details in

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**Exhibit A** for approved heights, stains, and designs. Covers (ex: tarps, sheets, blankets, etc.) on dog runs are not allowed.

### **3.203.21 Doors**

Approval is not required for replacement of an already existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body, trim or accent colors of the house or white (for storm/screen doors).

- A. Storm Doors. Approval is not required for storm doors as long as the door is complimentary-complementary with the color scheme of the home. Owners wishing to utilize a different color must first obtain approval.
- B. Security Doors and Windows. All security or security-type doors and windows must be approved prior to installation.

### **3.213.22 Drainage**

The Covenants require that there be no interference with the established drainage pattern over any property. The established drainage pattern means the drainage pattern which exists at the time final grading of a Unit by the Developer or a Builder is completed. When installing your landscaping, it is very important to insureensure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. The ARC may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping and all drainage from downspouts off the house should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line but, on the Owner's property, to allow space for absorption. Adverse effects to adjacent properties, including Metropolitan District lands, sidewalks and streets, will not be tolerated. and the Owner may be required to clean sidewalks or take other action to mitigate the effects of drainage from his or her Unit.

### **3.22 Driveways & Driveway Extension**

#### **3.23**

Approval is required for any changes or alterations to driveways. this includes construction of a pull-off area to the side of the driveway and/or driveway extensions. Driveway extensions shall be limited to 2 feet wide per side. immediately adjacent to the existing driveway, and shall be

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~~constructed of concrete only. Rocks are considered landscape and will not be considered for driveway extensions. Driveway alterations or extensions shall not alter the existing drainage pattern on the lot. Only clear sealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling/peeling/etc. Approval is required for any changes or alterations to driveways. This includes construction of a pull-off area to the side of the driveway and/or driveway extensions. Driveway extensions shall be limited to 2 feet wide per side, immediately adjacent to the existing driveway, and shall be constructed of concrete or approved pavers. Driveway alterations or extensions shall not alter the existing drainage pattern on the lot. Only clearsealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling/peeling/etc.~~

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### **3.233.24 Evaporative Coolers**

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

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### **3.243.25 Exterior Lighting**

See Section 3.378, Lights and Lighting.

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### **3.253.26 Fences**

#### **3.25.1 3.26.1 General Statement**

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

- A. If any such fences constructed by the Developer or Builder which are located upon an Owner's property are damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense.
- B. Some fences may be located upon property owned by the District and, if so, the approval of the District shall also be obtained before any such fence is removed, replaced, painted, or altered.

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#### **3.25.2 3.26.2 Theme Fencing**

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(Fencing that has been installed by the Developer or Builder along or abutting property lines on residential streets, parks, green belts, or non-urban areas)

- A. Arterial/Perimeter Fencing (along major roadways): No change in this fencing is permitted without approval of the ARC.
- B. Non-Arterial Fencing: Open fence that is adjacent to or abuts open space shall not be changed.

### 3.25.3 3.26.3 Fence Designs

All rear or side yard fences along property lines require approval of the ARC.

- A. All fencing shall comply with the fence specifications in **Exhibit A**.
- B. Double fencing of property lines is not permitted.
- C. Wire mesh fencing may, upon approval of the ARC, be installed on the inside of the fence for pet security.
- D. Gates may be installed in fences facing to open space with the written approval of the ARC. Any such gates shall comply with the specifications in **Exhibit A**. As a condition of approval, the owner may be required to execute a recordable Gate Maintenance and Indemnify Agreement relative to the ongoing maintenance of the gate.

### 3.25.43.26.4 Maintenance/Staining

All fences constructed on a Unit shall be maintained, repaired, and replaced by the Owner of such Unit. Regular physical and aesthetic maintenance of fencing is required. All fences must be sealed with a clear waterproof sealant, or finished using semi-transparent stain, either of which must be approved by the ARC. Owners will still be required to submit their staining request to the ARC and this will be reviewed in-house with no additional submittal fee per the Resolution.

The Metropolitan District maintains exterior of fences including staining; homeowners maintain fence interiors and are permitted to stain fence interiors as long as such staining is not visible from the exterior and does not interfere with exterior staining; homeowner can do interior staining.

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### 3.25.53.26.5 Additional Fence Requirements

A. No electric fences are permitted (other than pet containment fencing installed below grade).

B. Owners are required to obtain any necessary utility locates before installation of any fence.

B.C. It is important to remember that certain drainage patterns may exist along, or under, proposed fence locations. When constructing a fence, be sure to provide for adequate space between the fence and the ground to accommodate these drainage patterns.

C.D. When making a submittal for fencing, include the style and height of the fence, color of stain, and all other descriptive details, as well as an elevation drawing with dimensions of the fence and a plot plan with the location of the fence clearly marked.

D.E. At the discretion of the ARC, Units may have a privacy fence installed to border the deck pad only; provided the deck pad privacy fencing is included in the Unit's fence plan.

### 3.25.63.26.6 Prior Approved Fencing

To the extent that fencing has been previously approved by the ARC based on a prior version of these Guidelines, such fencing will be required to be compliant with this section and **Exhibit A** at such time as the fence is replaced, or whenever any repair is required or made to more than twenty five (25) percent of the existing fencing material.

### 3.26.43.26.7 Pet Fencing

Pet fencing may include any invisible fence on or within the perimeter boundary of an Owner's site per the above fencing standards.

See Section 3.198, Dog Houses and Section 3.4920, Dog Runs.

### 3.263.27 Fire Pits

Approval is required for all permanent or built-in structures. Built-in fire pits shall not exceed 3' by 3' in size. Approval is not required for portable units.

### 3.273.28 Firewood Storage

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All firewood must be located in the side or rear yard, must be neatly stacked, shall not be visible from any street or the ground level of any other Unit, and must not be located so as to block established drainage patterns.

### 3-283.29 Flags/Flagpoles

Approval is required for any freestanding flagpole.

Approval is not required for up to one small flagpoles mounted to the front of the residence provided that the flags displayed thereon ~~(if other than an American Flag)~~ are temporary in nature and are only displayed on holidays or in celebration of specific events. ~~They must not be placed earlier than thirty (30) days prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the particular holiday/event or celebration not permanent.~~ Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

~~American Flags: Owners shall be permitted to display an American flag in accordance with the Federal Flag Code and as follows:~~

~~A. No more than ~~one~~two (2) flags may be displayed per Lot at any given time.~~

~~T.~~  
~~A.B. The flag shall be no larger than three (3) feet by five (5) feet.~~

~~B.C. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling. Only one flagpole is permitted per Lot.~~

~~A. Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.~~

~~D.~~

~~Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Units. The District, in its sole discretion, reserves the right to require removal of any flag which does not comply or which creates a nuisance to surrounding properties. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Units.~~

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C.F. No flags of any kind may be placed on the Common Areas without prior authorization of the ARC.

An Owner or resident may display a service flag bearing a star denoting the Owner's or resident's or his family member's active or reserve U.S. military service during a time of war or armed conflict. The flag may be displayed on the inside of a window or door of the home on the Unit. The flag may not be larger than nine (9) inches by sixteen (16) inches.

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### 3.293.30 Gardens – Flower or Vegetable

Approval is not required for flower or vegetable gardens that do not exceed one hundred (100) total square feet. All flower gardens must be weeded, cared for, and maintained. Vegetable gardens shall be located in the rear or side yard.

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### 3.303.31 Gazebos

Approval is required. A gazebo/ pergola must be an integral part of the rear yard landscape plan and must be similar in material and design to the residence. The color must be generally accepted as a complementary color to the exterior of the residence. Approval is required. A gazebo must be an integral part of the rear yard landscape plan and must be similar in material and design to the residence. The color must be generally accepted as a complementary color to the exterior of the residence. See Section 3.2, Accessory Buildings.

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### 3.313.32 Grading and Grade Changes

See Section 3.2122, Drainage.

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### 3.323.33 Greenhouses

Approval is required. Generally, greenhouses are discouraged due to the extensive maintenance required. Approval will be based upon but not limited to general aesthetics, quality, and permanence of materials used. Adequate screening will be required. See also Section 3.2, Accessory Buildings.

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### 3.333.34 Hanging of Clothes

See Section 3.4516, Clothes Lines and Hangers.

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### 3.343.35 Hot Tubs and Jacuzzis

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Approval is required. Hot tubs and Jacuzzis must be an integral part of the deck or patio area and of the rear yard landscaping, and be installed in such a way that it is not immediately visible to adjacent property Owners and that it does not create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the hot tub may be required for screening. Non-vegetative screening materials should match or complement the house or deck structure. Prefabricated hot tub enclosures will be evaluated on a case-by-case basis, and may require additional plant material screening.

### 3.353.36 Kennels

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

Also see Section 3.4920, Dog Runs.

### 3.363.37 Landscaping

Approval is required. The plot plan of the residence and yard must be provided at a measurable scale. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail.

~~The current, approved landscape requirements are attached in Exhibit B. All new landscape installations and improvements must meet these requirements. All other requests will be reviewed and approved on a case-by-case basis. The current, approved landscape requirements are attached in Exhibit B. All new landscape installations and improvements must meet these requirements.~~

Builder installed landscaping is pre-approved.

Significant structural elements related to landscaping, such as retaining walls, paved areas, steps, etc., must be submitted for review and approval. Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Covenants. See also Section 3.242, Drainage.

Plant materials should be appropriate in character, habitat, species, size (both installed and mature), number and arrangement for their purpose and surroundings.

Owners are responsible for compliance with all City and County laws and regulations regarding landscaping, including but not limited to tree installation and approved tree species. Certain tree species, such as Russian Olive, are not permitted by the City, County or State.

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Notwithstanding, the ARC shall not review landscaping plans for compliance with any such laws or regulations.

Mulch material shall be selected recognizing that high winds may be present. Mulches that “knit” together and hold to the ground should be used. Owners are responsible for removal of any mulch material that blows into other Owners’ property, public rights of way, or the common areas of the District.

Stone used as accent elements, ground cover or paving material should be chosen so that its color, size, and installation complement the architecture of the house, the natural environment and associated plant materials. Monolithic paving of yards or covering yards with decorative stones as a primary design element is prohibited.

See also Section 3.823, Xeriscaping.

### 3.373.38 Lights and Lighting

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

Approval is required to modify or add permanent exterior lighting that is affixed to the residence. This includes, without limitation, whole-home, fixtures hardwired into the home.

~~Approval is required to install~~ motion detector spotlights, spotlights, floodlights, or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.).

~~A.~~ Considerations will include, but may not be limited to, the visibility, style and location of the fixture. Lighting must comply with all governmental requirements. Except as otherwise expressly permitted, lighting is not allowed to flash, blink, or chase.

~~A.~~  
\_\_\_\_\_  
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~~B.~~ Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).

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**B.**

**C.** Ground lighting along walks must be maintained in a working and sightly manner. Low-voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally vertical in their presentation.

**C.D.** The addition of a front yard light post will be allowed with approval and pursuant to the following:

- (1) Exterior lights must be conservative in design and be as small in size as is reasonably practical.
- (2) Exterior lighting should be directed toward the ground and be of low voltage to minimize glare onto neighboring properties and the street.
- (3) Soft, outdoor pedestrian-oriented lighting should be used with dark colored lighting fixtures so as to be less obtrusive.
- (4) The light post should match or complement the architecture of the home in design, size, color, and finish along with any existing light fixtures.
- (5) Light posts shall be located at an appropriate distance from the right-of-way and property line to minimize glare onto neighboring properties and the street and should be integrated into the natural or architectural features of the site.
- (6) Light or lamp posts shall not be erected higher than 6' feet from ground level, unless approved by the ARC.
- (7) All lighting should not be intrusive to neighboring properties and must meet all County requirements.

**E.** ~~“Temporary Seasonal Holiday Lighting”~~ ~~“Holiday lighting”~~ and illuminated decorations do not require approval if installed for a period of fewer than seven days one day, or if installed between ~~November~~ October -15 and January 15. Other decorations must comply with Section 3.59. It is required that they not be installed more than thirty (30) days prior to the holiday. They shall be removed within thirty (30) days following the holiday. ~~Holiday lighting and illuminated decorations are not permitted to be displayed year-round. Seasonal Holiday Lighting While holiday lighting may be installed as early as November~~ October 15, but it

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may not be illuminated until between November 1 through November 15, or after January 15. For purposes of these Guidelines, the following are also included as seasonal holidays for Seasonal Holiday Lighting: Federal Holidays, Valentine's Day, St. Patrick's Day, and Memorial Day, Juneteenth, Independence Day, Halloween, Thanksgiving, Christmas, Hanukkah, and Kwanzaa.

Seasonal Holiday Lighting Seasonal holiday lighting is only allowed to flash, blink, or chase only for Halloween and between November 15 and January 15.

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Seasonal holiday lighting must be turned off between 11:00 p.m. and 6:00 a.m.

F. The addition of permanently-installed under eave lighting permanently-installed lighting (such as "Jellyfish") will be allowed with prior approval. No cords or wires may be installed in a manner that is visible from the street. It is required that soft white bulbs be used at all times other than at times when temporary holiday lighting is permitted. In no case may permanently-installed under eave lighting be used in a manner that creates an unreasonable annoyance or nuisance to other lots. Permanently-installed under eave lighting is not allowed to flash, blink, or chase except when used as Seasonal Holiday Lighting. When permanently-installed under eave lighting is used for security purposes, the spacing between illuminated lights shall be not less than 36 inches.

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G. Unshielded Tivoli and patio string lighting ("bistro lights") with no more than 200 lumens per foot is permitted with prior approval, provided that the lighting is turned off between 11:00 p.m. and 6:00 a.m., and provided that the lighting does not create an unreasonable annoyance or nuisance to other lots.

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**3.383.39 Ornaments/Art - Landscape/Yard**

"Yard Ornaments", whether man-made or natural, include, by way of example, bird houses, driftwood, weather vanes, sculptures or statues of any medium, decorative rock, monoliths, bird baths, fountains, murals and paintings, and recycled or upcycled salvaged materials.

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Approval is not required for Yyard Oornaments which-that are installed in the rear yard, and-which are of a height less than three (3) feet, and that are otherwise in compliance with any more specific provisions of these Guidelines.

Approval is not required for up to three (3) small (less than 12 inches in height and 20 inches in diameter) front-yard ornaments may to be installed in the front yard without approval, as long as the ornament is installed at ground level and the color and design integrate into the landscape.

Approval is required for any other yard ornaments. The District, in its sole discretion, reserves the right to require removal of any ornament/art which creates a nuisance to surrounding properties. The ARR should include the location of the installation as well as a photo of the proposed Yard Ornament.

See also Section 3.6667, Statues or Fountains.

### 3.393.40 Overhangs/Sunshades/Awnings- Cloth or Canvas

Approval is required. An overhang should be an integral part of the house or patio design. The color must be the same as, or generally recognized as, a complementary color to the exterior of the residence. A swatch of material to be used must be provided with the review submittal.

See Section 3.4142, Patio Covers.

### 3.403.41 Painting

All paint projects within Leyden Rock require the submittal of an Architectural Review Request Form. In addition, any changes to any color of the home requires approval. Painting or staining of brick or stonework is not permitted.

Exterior paint color palettes for Leyden Rock homes can be accessed on the Sherwin Williams Color Archive webpage. <https://www.sherwinwilliams.com/homeowners/color/find-and-explore-colors/hoa>. Once on the webpage, please select "Colorado", "Arvada", then "Leyden Rock Metro District" to view all the color options.

**A. No Change in Color Scheme** – No submittal fee is required. If you are requesting to paint your house with color combinations and locations identical to the original manufacturer color established on the home or with colors that currently exist on the house, you must fill out and submit an ARR form.

**B. Change in Color Scheme – Using Sherwin Williams Color Palettes – \$75 submittal fee is required.** If you are requesting a change to the color(s) or color scheme of your home (including any change in the location of a previously-approved paint color), you must do the following:

- (i) Completely fill out and submit an ARR form;
- (ii) Include a photo of your home with a general description of where the colors will be

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placed on your home; AND

(iii) Provide photos showing the homes on either side of your home.

(iv) Body and trim color selections for a submittal cannot be the same as those on a Lot/home adjacent or directly across the street from the applicant's home.

(v) Please anticipate and provide for the review process and final notification to take up to forty-five (45) days for consideration.

### **C. Change in Color Scheme – Requesting Modifications to the Sherwin Williams Color Palettes and/or Requesting Colors outside of the Palettes - \$150 submittal fee is required.**

If you are requesting a change to the color(s) or color scheme of your home (including any change in the location of a previously-approved paint color), you must do the following:

(i) Completely fill out and submit an ARR form;

(ii) Include a photo of your home with a general description of where the colors will be placed on your home; AND

(iii) Provide photos showing the homes on either side of your home.

(iv) Body and trim color selections for a submittal cannot be the same as those on a Lot/home adjacent or directly across the street from the applicant's home.

(v) In some instances, the applicant will be required to paint samples of the proposed custom colors on the house and provide an explanation of how the colors will fit in with the neighborhood. The color samples shall be a minimum of 24"x24" in size and photos of the color samples must be submitted for review.

(vi) Please anticipate and provide for the review process and final notification to take up to forty-five (45) days for consideration.

### **D. Color Considerations**

(i) Consider your neighbors' colors, you do not want to choose the same colors but maybe choose one that will complement or harmonize with your neighbors' colors.

(ii) Consider the colors of existing structures like your roof, stone and architectural accents.

(iii) Certain color schemes are better suited for certain architectural styles than others.

(iv) Light colors will make your home seem larger, darker colors smaller.

### **3.42 Patio Covers**

Approval is not required if color and/or color combinations are identical to the original manufacturer color established on the home and/or accessory improvement. ARC approval is required for any changes to the color scheme must be submitted for approval and (field, trim, or accent), and all changes must conform to the general scheme of the Community.

Pre-approved color combinations have been selected for the Community. Contact the ARC for specifics. The intent is to provide Owners with a selection of pre-approved colors in order to speed up the approval process. If selecting one of the pre-approved color combinations, Owners need only submit the ARR with the names of the colors, as well as a description of

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~~the colors of the next four (4) houses on either side of your home (or photos showing the colors of the next four (4) homes on either side of your home).~~

~~A. If an Owner wishes to use any color outside of the pre-approved color combinations, the ARR will need to include You will need to submit the ARR with your color samples in the form of manufacturer's paint chips, with a general description of the colors of the next four (4) houses on either side of your home (or photos showing the colors of the next four (4) houses on either side of your home). With the ARR, please indicate which color chips are for trim, body, and accent (doors and shutters) colors.~~

~~B. The ARC will not approve submittals without a description or photos of neighbors' paint colors.~~

~~C. Outlining the garage door panels in a contrasting color or in a checker board design is not permitted.~~

~~D. Most homes have multiple tone paint schemes (e.g., body color, trim color and accent color for shutters and doors). New colors submitted should preserve this multiple tone scheme.~~

~~E. Color selections should be submitted to the ARC in the form of manufacturer's paint chips. Please indicate which color chips are for trim, body and accent (doors and shutters) color.~~

~~F. In general, after approval, only those areas that are painted may be repainted and only those areas that are stained may be re-stained; unpainted and unstained areas (such as brick or stone) shall remain unpainted and unstained.~~

### **3.41 Patio Covers**

Approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted as well as extensions of the roof.

#### **3.423.43 Patios - Enclosed**

See Section 3.3, Additions and Expansions.

#### **3.433.44 Patios - Open**

Approval is required. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the patio may be required for screening or integration into the

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landscape design. The patio and materials must be similar or generally accepted as a complementary color and design to the residence. Patios may not be more than twenty five (25) percent of the entire rear yard of the Unit unless otherwise approved by the ARC.

See Section 3.4718, Decks.

### 3.443.45 Paving

Approval is required, regardless of whether for walks, driveways, patio areas or other purposes, and regardless of whether concrete, asphalt, brick, flagstones, stepping stones, pre-cast patterned, or exposed aggregate concrete pavers are used as the paving material.

See Section 3.2223, Driveways.

### 3.453.46 Pipes

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

### 3.463.47 Play Structures and Sports Equipment

Approval is required. Consideration will be given to adjacent properties (a minimum five (5) foot setback from the property line; is required for trampolines, swing sets, fort structures, etc.) so as not to create an undue disturbance. In some instances, additional plant material around the equipment may be required for screening. Wood structures must be constructed of pressure treated or other weather resistant materials. All play equipment must be maintained in a good and sightly manner. The use of multi-colored cloth/canvas tarps will not be approved. Height of any play structure or sports equipment may not exceed twelve (12) feet.

### 3.473.48 Playhouses

Approval is not required if a structure is less than twenty four (24) square feet and less than six (6) feet high, from highest point to the ground.

Approval is required for structures greater than twenty four (24) square feet and/or greater than six (6) feet high, from the highest point to the ground.

Existing setbacks required of the home must be observed when placing playhouses.

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A copy of the home's plot plan filed with the location of the proposed playhouse is required with the ARR.

See also, Section 3.2, Accessory Buildings.

### 3.483.49 Poles

See Section 3.2829, Flags/Flagpoles.

### 3.493.50 Ponds and Water Features

Approval is required. Considerations by the ARC will include, but not be limited to, the following criteria:

- A. Must be integrated into landscape scheme.
- B. Setback shall be a minimum of five (5) feet from all property lines.
- C. Must not affect existing drainage on the lot or off the property.
- D. Must be maintained at all times.
- E. The maximum height of all fountain/pool elements and their spray is not allowed to be higher than four (4) feet from the ground plane.

### 3.503.51 Pools

Approval is required. Pools must be placed in the rear yard and be an integral part of the deck or patio area. They should be located in such a way that they are not immediately visible to adjacent property Owners (i.e. screened with plant material). Above ground pools and temporary pools are prohibited. One (1) wading pool, if less than eighteen (18) inches high and eight (8) feet in diameter, per Unit, is permitted on a temporary basis without prior approval, if placed in the rear yard.

See Section 3.3435, Hot Tubs and Jacuzzis.

### 3.513.52 Radio Antennae

See Section 3.6, Antennae/Satellite Dishes.

### 3.523.53 Radon Mitigation Systems

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Approval is required. Equipment must be painted a color similar or generally accepted as complementary to the exterior of the house. All equipment shall be installed so as to minimize its visibility.

### **3.533.54 Roofing Materials**

Approval is required for all roofing materials other than those originally used by the Builder. All buildings constructed on a Unit should be roofed with the same or greater quality and type of roofing material as originally used by the Builder.

Approval is not required for repairs to an existing roof with the same building material that exists on the building.

### **3.543.55 Rooftop Equipment**

Approval is required. Equipment must be painted a color similar or generally accepted as complimentary to the roofing material of the house. All rooftop equipment shall be installed so as to minimize its visibility.

See Section 3.6465, Solar Energy Devices.

### **3.553.56 Satellite Dishes**

See Section 3.6, Antennae/Satellite Dishes.

### **3.563.57 Saunas**

See Section 3.2, Accessory Buildings.

### **3.573.58 Screen Doors**

See Section 3.2021, Doors.

### **3.583.59 Seasonal Decorations**

Approval is not required if installed on a lot within thirty (30) days of a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday. Seasonal decorations are not permitted to be displayed year round.

See Section 3.3738, Lights and Lighting.

### **3.593.60 Security Devices.**

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Approval is not required. Security devices, including cameras and alarms, must be selected, located and installed so as to be an integral part of the house and not distract from the home's architecture and appearance. Cameras and housing sirens, speaker boxes, conduits and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which it is attached.

**3.603.61 Sheds**

See Section 3.2, Accessory Buildings.

**3.613.62 Shutters - Exterior**

Approval is required. Shutters should be appropriate for the architectural style of the home and be of the appropriate proportion to the windows they frame. Shutters should be the same color as the "accent" color of the home (typically the same as the front door or other accent details).

**3.623.63 Siding**

Approval is required. Vinyl siding will not be allowed.

**3.633.64 Signs**

Approval is not required for temporary signs so long as they comply with the following guidelines:

- A. Signs may be displayed within the boundaries of an Owner's or resident's Unit.
- B. No more than one (1) sign may be displayed per Unit at any given time.
- C. Signs may be no larger than 18" x 24".
- D. Signs shall not be illuminated.
- E. No commercial signs of any kind are permitted, with the exception of: one (1) for sale or lease sign which shall be no larger than five (5) square feet in size; and, one (1) professional security system sign, ground staked or window mounted which shall be no larger than 8" x 8".
- F. No signs of any kind may be placed on the Common Areas without

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prior approval by the ARC.

Permanently-installed signs require prior approval by the ARC. The content of such signs will not be considered in reviewing the application for approval.

~~Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than five (5) square feet and which are conservative in color and style; one (1) yard/garage sale signs which is no larger than 36" x 48"; and/or burglar alarm notification signs, ground staked or window mounted which are no larger than 8" x 8". Such signs may be installed in the front yard or on the back yard fence of the Unit.~~

~~Political signs (defined as signs that carry a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue) may be displayed within the boundaries of an Owner's or resident's Unit without approval, subject to the following:~~

~~A. Political signs may not be displayed earlier than 45 days before the day of the election and must be removed no later than seven days after the election.~~

~~B. No more than one political sign per political office or ballot issue that is contested in the pending election may be displayed.~~

~~C. Political signs shall not exceed 36" by 48" in size.~~

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

### 3.643.65 Solar and Renewable Energy Devices

Approval is required in order to review aesthetic conditions. Photovoltaic (PV) Solar panels must lay flat on the roof, meet all applicable safety, building codes and electrical requirements, including solar panels for thermal systems (solar water heaters). The ARC is allowed to request changes as long as they don't significantly increase the cost or decrease the efficiency of the proposed device and panels. Please also see Colorado Law C.R.S. 38-30-168, which governs the review and the Owner's installation of such devices.

The height of wind-powered renewable energy generation devices may not exceed 10 feet above the house's roof line.

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### 3.653.66 Spas

See Section 3.3435, Hot Tubs and Jacuzzis.

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### 3.663.67 Statues or Fountains

Approval is not required if statues or fountains are installed in the rear yard and are not greater than four (4) feet in at the highest point, including any pedestal. The District, in its sole discretion, reserves the right to require removal any statue or fountain which creates a nuisance to surrounding properties. Approval is not required if statues or fountains are installed in the rear yard and are not greater than four (4) feet in height from the highest point, including any pedestal.

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Approval is required if the statue or fountain is proposed for the front yard. Statue or fountain location in the front yard should be located close to the main entrance of the house.

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See Section 3.4213, Birdbaths and Section 3.3839, Ornaments/Art – Landscape/Yard

### 3.673.68 Storage Sheds

See Section 3.6061, Sheds and Section 3.2, Accessory Buildings.

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### 3.683.69 Sunshades

See Section 3.3940, Overhangs/Awnings – Cloth or Canvas and Section 3.4142, Patio Covers.

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### 3.693.70 Swamp Coolers

See Section 3.5, Air Conditioning Equipment, Section 3.2324, Evaporative Coolers, and Section 3.5455, Rooftop Equipment.

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### 3.703.71 Swing Sets

See Section 3.4647, Play Structures and Sports Equipment.

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### 3.713.72 Television Antennae

See Section 3.6, Antennae/Satellite Dishes.

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### 3.723.73 Tree Houses

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

### **3.733.74 Vanes**

See Section 3.778, Weather Vanes and Directionals.

### **3.743.75 Vents**

See Section 3.5455, Rooftop Equipment.

### **3.753.76 Walls**

See Section 3.2526, Fences and Section 3.7677, Walls, Retaining.

### **3.763.77 Walls, Retaining**

Approval is required. Front yard retaining walls shall not exceed thirty (30) inches in height. In the side yard, retaining walls up to thirty (30) inches high, with a planted slope above the wall, may be constructed. In no event shall rear yard retaining walls exceed four (4) feet in height unless installed by the Builder or Developer. All retaining walls shall comply with applicable requirements of the City of Arvada and shall not significantly alter the drainage patterns on the lot or adjacent properties (including [Metropolitan](#) District or public areas). Retaining walls shall be constructed with boulders, stone, brick or split face modular concrete block facing units installed per manufacturer instructions.

New or old creosote treated timber railroad ties are prohibited.

### **3.773.78 Weather Vanes and Directionals**

Approval is required.

### **3.783.79 Wind Electric Generators**

Approval is required. In addition to ARC approval, windmills and any other type of fixture, which fall under the criteria of a wind generator, or are used to generate power etc., must meet the requirement of the C.R.S. 40-2-124, [applicable City and County requirements](#), and any regulations of the Colorado Public Utilities Commission.

### **3.793.80 Windows Replacement**

Approval is required. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

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### 3.803.81 Windows: Tinting, Security Bars, Well Covers, etc.

Approval is not required for window well covers that are manufactured with metal or plexiglass. All others will require ARC approval.

Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted.

Approval is required for security bars and may not be approved on second story windows and other windows visible to the street.

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### 3.813.82 Work Involving Metropolitan District Property

Approval is required. Generally, driving vehicles, including wheelbarrows, across District property is not permitted. However, when circumstances warrant, the Board of Directors will consider requests provided that prior approval is requested and the Owner advances funds as may be reasonably required by the Board of Directors to repair any damage. The actual restoration of the District property will be done by the District.

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### 3.823.83 Xeriscape

Approval is required. Using drought tolerant plantings and other water conservation methods of landscaping is encouraged; however, the design must be approved. Xeriscape uses much less water than typical suburban residential landscape, but it does not mean that large areas of river rock or mulch will be allowed in place of green, growing plant material. Owners are permitted to incorporate xeriscape design when submitting landscaping plans pursuant to Section 3.367 above. Up to 80% of the landscaped area of a Unit may consist of drought-tolerant plantings. Xeriscape is not a specific look or specific group of plants, and it is not a disorganized jumble of plants that can grow without supplemental water. Rather, xeriscape is a combination of seven common-sense gardening principles that save water, time, and resources while creating a gorgeous landscape. The Seven Principles of Xeriscape are:

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**(1) -Plan and Design** – for water consumption and beauty from the start. A design makes it easy to complete your project in phases.

**(2) Create Practical Living Turf Areas** – of manageable size, shape, and grade. Artificial turf is governed by Section 3.7 and is not permitted in front yards.

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(3) Select Low-Water Plants – and group them according to their water needs. This is also known as hydro-zoning. Then experiment to determine how much and how often to water.

(4) Use Soil Amendments – as you plant. Compost is the best choice.

(5) Use Mulches – like wood chips or cobble rock to reduce evaporation and to keep the soil cool.

(6) Irrigate Efficiently- with purpose designed systems (including hose-end equipment) and by applying the right amount of water at the right time.

(7) Maintain the Landscape Properly – by mowing, weeding, pruning, and fertilizing properly.

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Plans that include only rock for the yard, without the inclusion of various organic materials and vegetation will not be approved. A xeriscaped yard must still reflect careful planning and landscaping, and appropriate maintenance, to present an aesthetically appealing result.

The installation of xeriscaping does not relieve an Owner of responsibility for watering and maintaining his or her landscaping in a neat and clean manner. In the event any vegetation requires replacement, each Owner is responsible for the prompt replacement of such vegetation.

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See also Section 3.367, Landscaping, and carefully review Exhibit B.

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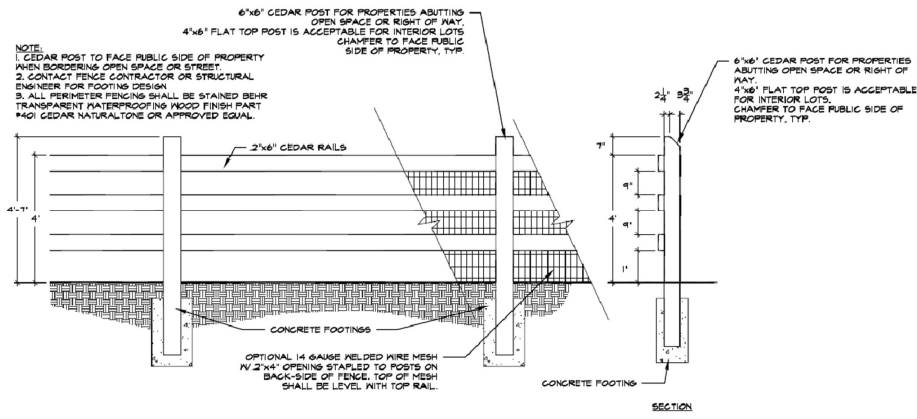


EXHIBIT A

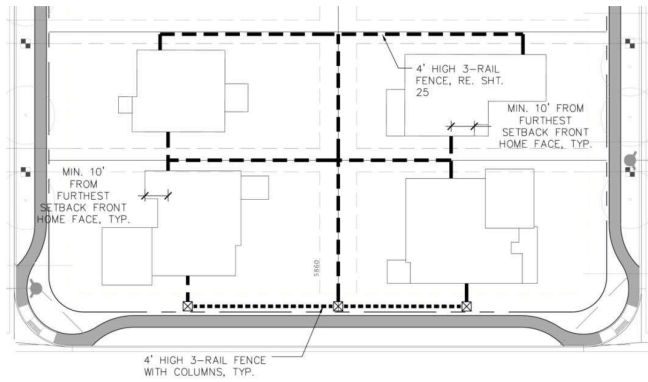
DISTRICT FENCE SPECIFICATION

The following fence specification is for perimeter lot fencing. Stone column detail, where required on City approved Final Development Plan, is a builder installed feature and is not required on Owner installed fence. Please note minimum required fence setback from front of home. Patio privacy fencing described in the Design Guidelines shall be submitted by Owner and approved on a case by case basis. Note that all side-yard fencing must be installed on the property line. Perimeter fencing adjoining public property shall be installed with the fence posts at the property line and rails installed on the lot-facing side of the fence. 2" x 6" Cedar rails are required. For interior lot fencing that does not face a right of way, common area or open space, 4" x 6" posts shall be required.

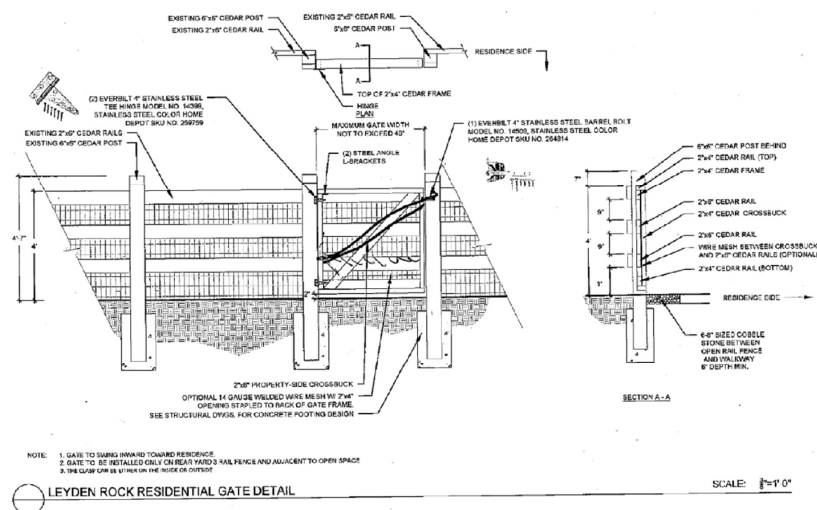
Figure 1. Fence Detail



**Figure 2. Single Family Home with Setback Requirements**



**Figure 3. Gate Detail**



**EXHIBIT B**

**LANDSCAPE REQUIREMENTS**

The use of drought tolerant plants is highly encouraged. **Builder installed landscaping plans are pre-approved; no approval is required for STANDARD Builder installed landscaping.** If Owner negotiates alterations or additions to STANDARD landscape offering, approval is required.

**TIMING OF LANDSCAPE INSTALLATION**

The Owner of each Unit (other than the Developer or a Builder) shall install landscaping on such Unit, and on adjacent tree lawn areas, within one hundred (180) days after the later to occur of acquisition of the Unit by the Owner, if such acquisition occurs between April 1 and July 31. If such acquisition does not occur between April 1 and July 31, then all landscaping shall be installed by the Owner by the following June 30.

**PLANT MATERIAL & LOCATION**

Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation. In the case of shade or ornamental trees (deciduous), plantings may not be installed closer than 6 feet ( 6' ) from the property line. In the case of evergreen trees (conifer), plantings may not be installed closer than 10 feet (10')

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~~from the property line; provided, however evergreen (conifer) trees may be installed no closer than five feet (5') of the rear property line if the rear property line is adjacent to or abuts open space. If any fences are damaged or destroyed by evergreen (conifer) trees planted, the Owner shall repair or recondition the same at the Owner's expense. Ornamental grasses and shrubs may be installed anywhere on the lot, including along the property line. Select a variety of plant species including deciduous and evergreen trees and shrubs.~~

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~~Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation. In the case of shade or ornamental trees (deciduous), plantings may not be installed closer than 6 feet (6') from the property line. In the case of evergreen trees (conifer), plantings may not be installed closer than 10 feet (10') from the property line. Ornamental grasses and shrubs may be installed anywhere on the lot, including along the property line. Select a variety of plant species including deciduous and evergreen trees and shrubs.~~

All plant material shall be installed in the following

- ~~minimum sizes: Deciduous trees - 2.5" caliper~~
- ~~Ornamental trees - 1.52" caliper~~
- ~~Evergreen trees - 6' height minimum~~
- ~~Shrubs - 5-1 gallon container (Ornamental grasses (1 gallon) may be substituted for shrubs at a ratio of 3:1)~~
- ~~Mulch - 1 cubic yard per 80 sq. feet and at a 34" depth~~
- ~~Rock, SQUEEGEE TANIS squeegee, or Stone Mulch - 3/4" minimum to cobble size, minimum 3" depth~~
- ~~Groundcover (excluding mulch), annuals, and perennials~~
- ~~- no restrictions~~

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Mulch material shall be selected recognizing that high winds may be present in District. Mulches that "knit" together and hold to the ground should be used.

Thorny plants shall not be located within 20 feet of sidewalks

or walkways. Planting beds must be separated from turf by

edging.

See the plant palette below for recommended plant material.

**STREET TREES**

All tree lawns shall contain deciduous trees spaced at one (1) tree per forty (40) linear feet. The trees and other landscaping within the tree lawn area are the maintenance obligation of the homeowner.

**STANDARD OPTION – FRONT YARD**

The area from the back of the sidewalk to the front of the building and side yard wing is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

Please refer to Exhibit C “Leyden Rock Lot Size Map” for lot width designation.

Plant material required in the FRONT YARD based on lot width.

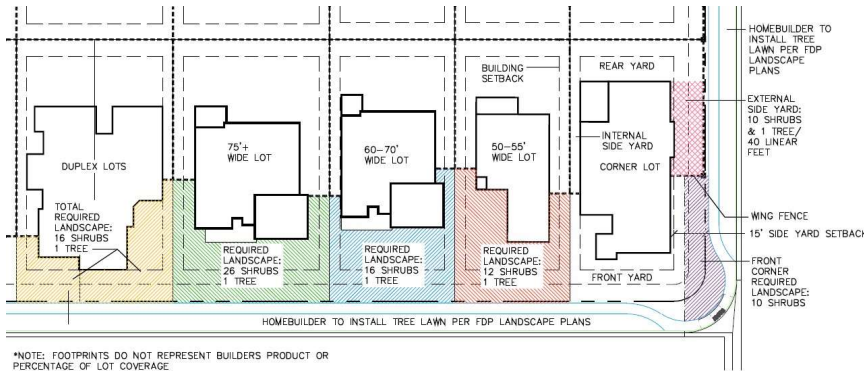
Adjoining duplex lots – 16 shrubs/1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree

50-55’ Wide Lot (59’ Max.) – 12 shrubs/1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree

60-70’ Wide Lot (74’ Max.) – 16 shrubs/1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree

75’+ Wide Lot – 26 shrubs/1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree

**Figure 1. Front/Side Yard Plant Material Required**



**STANDARD OPTION – SIDE YARDS**

**Internal Side Yard**

- The portion of the lot between neighboring homes defined as the area between the building, side property line, rear of building and behind the front fence wing walls.

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- May be covered in rock or mulch, no plant material is required.

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#### External Side Yards

- Side yards on corner lots exposed to public view. Defined as the area between the building, back of sidewalk along the side property line, rear of building and behind the front fence wing walls.
- Shall be landscaped with shrubs and trees at the rate of one tree and 10 shrubs per 40 linear feet of side yard.

#### Front Corner Yard

- The additional landscape area on the front/side of a corner lot. Defined as the area between the back of sidewalk along front and side yards, the front fence wing wall, and 5' from the 15' side yard building setback.
- Shall be landscaped with shrubs and trees and integrated into front yard landscape.
- 10 shrubs min. required.

### STANDARD OPTION – REAR YARD

The rear yard is that portion of the lot between the rear property line and the rear of the building.

In rear yards there shall be at least 35% long-lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity. Natural turf shall be limited to no more than 45% of the area to be landscaped.

### XERIC OPTION – FRONT YARD

The area from the back of the sidewalk to the front of the building and side yard wing walls is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

Turf Requirement: no [living](#) turf is required.

Rock and inorganic mulches are limited to not more than 50% of the area to be landscaped. 50% of all rock and other mulch areas shall be covered with living plant material.

Brick pavers, asphalt pavers, and natural stone limited to not more than 40% of the landscaped area.

Features: One of the following features shall be incorporated:

Wall – 1 to 2.5 feet high decorative natural stone, stucco or approved option.

Fence – in accordance with the fence requirements of District.

Berms – low earth berm 2.5 feet tall max. Slopes not to exceed one foot rise for each 4 feet of run.

Natural Boulders – 2 – two feet by three feet minimum.

**XERIC OPTION - SIDE YARDS**

The side yard is the portion of the lot between the building, side property line, rear of building and behind the front fence wing walls.

Internal Side Yards – May be covered in rock or mulch, no plant material is required.

External Side Yards - On corner lots exposed to public view, they shall be landscaped by combining visible side and front yard areas and applying front yard standards.

**XERIC OPTION – REAR YARD**

The rear yard is that portion of the lot between the rear property line and the rear of the building.

In rear yards there shall be at least 35% long-lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity. Natural turf shall be limited to no more than 45% of the area to be landscaped.

**XERIC OPTION – IRRIGATION**

All landscaping shall include automatic irrigation [to ensure xeric and non-xeric plant matter is properly established and maintained.](#)

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**PLANT PALETTE**

The following are pre-approved District plant types

COMMON NAME	BOTANICAL NAME
Deciduous Trees	
Thin Leaf Alder	Alnus incana
Aristocrat Pear	Pyrus calleryana 'Aristocrat'
Western Catalpa	Catalpa speciosa
Crimson Spire Oak	Quercus Crimson Spire
Autumn Purple Ash	Fraxinus americana 'Autumn Purple'
Fall Gold Ash	Fraxinus nigra 'Fall gold'
Imperial Honeylocust	Gleditsia triacanthos 'Imperial'
Sunburst Honeylocust	Gleditsia triacanthos 'Sunburst'
Kentucky Coffeetree	Gymnocladus dioicus
Golden Raintree	Koelreuteria paniculata
Plains Cottonwood	Populus sargentii
Swamp White Oak	Quercus bicolor
Burr Oak	Quercus macrocarpa
English Oak	Quercus robur
Columnar English Oak	Quercus robur 'Fastigiata'

Skyline Honeylocust	<i>Gleditsia triacanthos</i> "Skyline"
Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'
Evergreen Trees	
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>
Pinyon Pine	<i>Pinus edulis</i>
Austrian Pine	<i>Pinus nigra</i>
Ponderosa Pine	<i>Pinus ponderosa</i>
Ornamental Trees	
Ginnala Maple	<i>Acer ginnala</i> 'Flame'
Shadblow Serviceberry	<i>Amelanchier canadensis</i>
Thornless Cockspur Hawthorn	<i>Crataegus crus-galli</i> var. <i>inermis</i>
Hopa Crabapple	<i>Malus</i> 'Hopa'
Indian Magic Crabapple	<i>Malus</i> 'Indian Magic'
Spring Snow Crabapple	<i>Malus</i> 'Spring Snow'
American Plum	<i>Prunus americana</i>
Chanticleer Pear	<i>Pyrus calleryana</i> Chanticleer
Deciduous Shrubs	
Serviceberry	<i>Amelanchier alnifolia</i>
Indigo Leadplant	<i>Amorpha fruticosa</i> var. <i>angustifolia</i>
Tall Western Sagebrush	<i>Artemisia tridentata</i>
Four-wing Saltbrush	<i>Atriplex canescens</i>
Blue Mist Spirea	<i>Caryopteris x clandonensis</i> 'Blue Mist'
Mountain Mahogany	<i>Cercocarpus montanus</i>
Rabbitbrush	<i>Chrysothamnus nauseosus</i>
Apache Plume	<i>Fallugia paradoxa</i>
Russian Sage	<i>Perovskia atriplicifolia</i>
Lewis Mockorange	<i>Philadelphus lewisii</i>
Purple Ninebark (Diablo)	<i>Physocarpus opulifolius</i> 'Diablo'
Potentilla	<i>Potentilla fruticosa</i> 'McKay's White'
Native Chokecherry	<i>Prunus virginiana melanocarpa</i>
Rocky Mountain Sumac	<i>Rhus glabra cismontana</i>
Woods Rose	<i>Rosa woodsii</i>
Mountain Snowberry	<i>Symphoricarpos oreophilus</i>
Dwarf Korean Lilac	<i>Syringa meyeri</i> 'Paliban'
Evergreen Shrubs	
Hughes Juniper	<i>Juniperus horizontalis</i> 'Hughes'
Buffalo Juniper	<i>Juniperus sabina</i> 'Buffalo'
Tammy Juniper	<i>Juniperus sabina</i> 'Tammy'
Sea Green Juniper	<i>Juniperus x media</i> 'Sea Green'
Ornamental Grasses	
Blue Avena Grass	<i>Helictotrichon sempervirens</i>
Feather Reed Grass	<i>Calamagrostis acutiflora</i> 'Stricta'



Maiden Hair Grass  
Blue Switchgrass

Ribbongrass  
Indian Grass  
Mexican Feather Grass

Perennials

Moonshine Yarrow  
Coreopsis  
Blanket Flower

Daylily  
Gayfeather  
Catmint  
White Evening Primrose  
Firecracker Penstemon  
Prairie Coneflower  
Black Eyed Susan  
Salvia  
Lavendar Cotton

Miscanthus sinensis 'Morning Light'  
Panicum virgatum 'Heavy Metal'

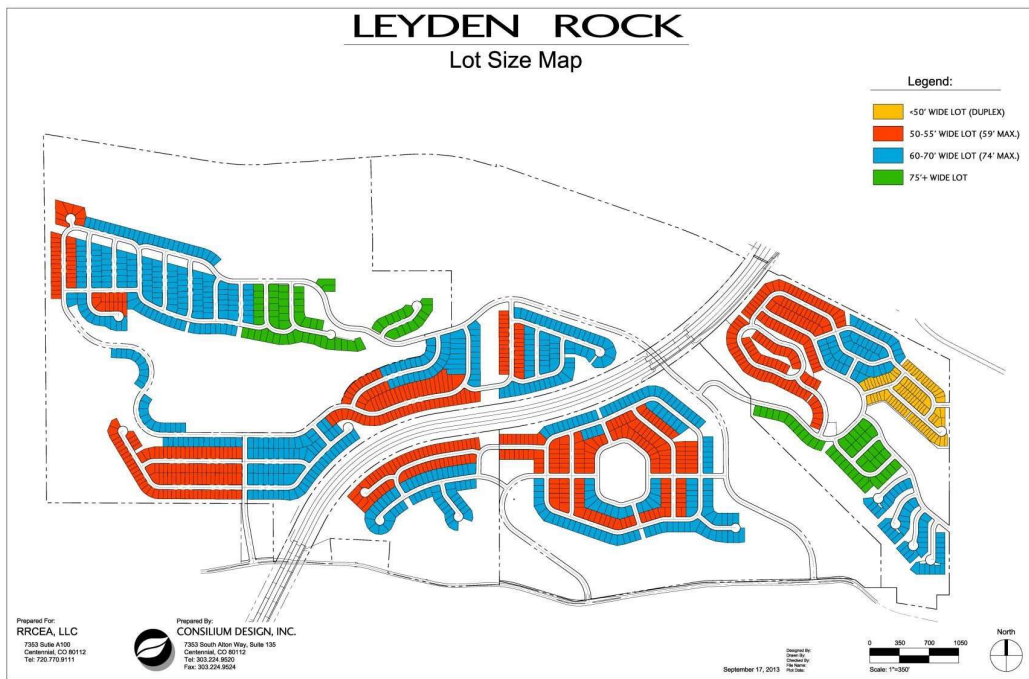
Phalaris arundinacea 'Picta'  
Sorghastrum nutans 'Sioux Blue'  
Stipa tenuissima

Achillea 'Moonshine'  
Coreopsis sp.  
Gaillardia sp.  
Hemerocallis (orange, yellow, white,  
lavender)  
Liatris spicata  
Nepeta x faassenii  
Oenothera ceaspitosa marginata  
Pestemon eatonii  
Ratibida columnifera, pulcherrima  
Rudbeckia sp.  
Salvia sylvestris  
Santolina sp.

[In addition to these pre-approved District plant types, the District maintains an additional list of pre-approved plants, which may change from time to time. If the plant you want to install is not listed above, contact the District to see if it is on the additional list.](#)

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EXHIBIT C  
LEYDEN ROCK LOT SIZE MAP



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## MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: October 9, 2024

Re: Guideline Update- Handrails

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I am requesting approval to work with our covenants counsel to add specific language regarding Handrails to the current community Guidelines.

I worked with the District's design consultant, Lee Design Group, initially for recommendations where she provided feedback highlighting that the existing verbiage is outdated. Historically, railings were constructed using wood or TREX materials, but there are now many new, lower-maintenance options that should be considered. She also noted that railings are required for patios and decks over 30 inches in height, and that metal railings are often easier to install on concrete surfaces, whereas wood railings can be more complex to attach. Additionally, railings may be required for ADA compliance, where more flexibility in materials is needed.

Based on the consultant's recommendations:

- **Approval is required. Handrails must comply with all governmental regulations and cannot exceed forty-two (42) inches in height. All railings on the front elevation or all railings on the rear elevation must match in materials and color. Handrails shall comply with one of the following options:**
  - **Metal handrails (including top, bottom, side rails, and rigid balusters) must be black.**
  - **Wood handrails must match the color of the trim on the house.**
  - **Handrails may also be made of the same material as the deck or patio and must enclose balusters of similar material.**
  - **Handrails may be clear glass, plexiglass, or taut wire cable. (Clear glass, plexiglass, and taut wire cable handrails may only be used on the rear elevation of the house.)**